

St Helena Letters from England 1717-1725

Introduction: This is the sixth volume in the series *St Helena Letters from England*. It includes incoming official correspondence from the East India Company in London to the island's Governor and Council, conveying directives on government, defence, trade, staffing and supplies. The letters were usually read in consultation and copied or abstracted into the records.

Source: Images of the original records can be viewed on the British Library's website: <https://eap.bl.uk/archive-file/EAP1364-1-3-6>.

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: Many pages are bleached or faded, which created difficulties for AI transcription. The problem was compounded by excessive margin notes, some of which obscured or overwrote paragraph numbers, as

well as by ink bleeding through from the reverse side of the pages. As mentioned below in the pagination section, both the start and ends of several letters are thought to have been lost.

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 appears on Film No. 10 as page 3, recorded as 10/3. Page numbering is assumed to have begun on Film No. 7 (7/1). The sequence then continues, with numbers faintly written on alternate pages in the top right-hand corner.

Pages 69 and 70 are missing with a loss of text, so the sequence runs as 74/67, 75/68, 76/71, 77/72 and so on. Similarly, pages 81 and 82 are missing, yet there is no break in the text. This is thought to be a simple misnumbering error. Here, the sequence runs as 84/79, 85/80, 86/83, 87/84 and so on.

There are also several cases where sections of text are clearly missing, or where paragraph numbering suddenly reverts to a lower value. In such cases, it suggests that the opening section of one letter has been combined with a later section of another. For example, the numbering falls from No. 45 at 130/127 to No. 15 at 132/129; jumps from No. 40 at 147/144 to No. 71 at 148/145; and drops from No. 27 at 182/179 to No. 21 at 183/180.

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 letter recorded in this volume was sent from London on 28 March 1717. The last letter is undated but refers to ships arrived in London in July 1725.

These letters were sent from England during the administrations of Captain Isaac Pyke (1714-1719), Edward Johnson (1719-1723), Edward Byfield (1723) and Captain John Smith (1723-1727).

AI Generated Summary

Introduction

The sources comprise nine despatches of the Court of Directors, from the *Princess Amelia* of 25 Mar 1717 to the *Carnarvon* of 24 Dec 1725, so the limits of the evidence remain those of London's one-sided record. [Film No. 8, 56-58, 102, 108, 156-159, 176, 190, 208-209, 211, 221]

Constitutional and disciplinary cases

The divided Council and the prosecution of Tovey. Governor Pyke's bench of 1716-17 split into two standing camps, Mr Haswell and Mr Bazett against the Governor and Mr Tovey. The feud had already turned penal. Haswell and Bazett prosecuted Tovey for felony on the statute of stabbing, a Jacobean law that removed benefit of clergy from certain woundings. London censured that prosecution as the product of spite rather than justice. It then named both camps openly in a General Letter that had to be read aloud in full Council. Each side therefore heard its conduct described in front of the other, which was itself the punishment. The Court stood with neither faction, having condemned the Governor's own severity in the same period. [Film No. 8]

The *Eagle Galley* affair. The men of the *Eagle Galley* had mutinied, and Pyke answered with months of irons and forced labour in the quarries. The Court judged this too grievous for any crime short of capital and called it despotic authority. The men then sought their remedy at the Court of Admiralty in London, which held jurisdiction over discipline at sea. The 1717 letter refused to retract the censure while still ordering the bench to suppress anything tending to piracy. Its settled rule was that captains punish their own crews, since maritime law placed both the power and the liability with commanders. The balance mattered, because piracy surged across both oceans after the war and made mutiny a real danger. [Film No. 15, 18-19]

Gunner French and the dismissal power. Governors had long put servants in and out at pleasure. Johnson discharged Gunner French alone, after nearly 20 years' service, because a rainstorm made the hills too slippery for him to come down in time. London restored him directly and used the case to strip the office

of its oldest power. Every engagement and dismissal now belonged to the council's majority, with the Governor reduced to an opinion. A discharge not entered in consultation, with reasons given and the man's defence recorded, had no existence the Court would recognise. Councillors were told in the same letter that they were not machines moved as the Governor turned the springs. [Film No. 124-125, 134]

Ormston and the after-written consultations. Mr Ormston sat in council for a considerable time without signing a single consultation. Copies of letters sent home nonetheless showed his name as if signed. The Court drew the gravest available inference, that the journals were composed after the event rather than at the table. A record asserting signatures never given could not be contemporaneous, and the consultation book was London's only evidence of island government. The remedy required every sitting's minutes prepared and signed within a week. [Film No. 150-151]

The case against Johnson and his removal. When Johnson claimed the orders came to him as head, the Court answered from the covers of its own letters. Every despatch was addressed to the Governor and council together, never to the Governor singly, so the address line itself carried the constitution. His conduct was described as partiality, heat and resentment in an assumed power, copying predecessors already censured. His drawings on London ran far beyond his salary, covered by a stores credit that appeared in no record, and the Court reasoned that an invisible credit pointed to self-dealing. By 23 Feb 1722 it declared that none of the bench deserved their conditional gratuities, banned the stock excuses of mistake and pardon, and made the bench answerable in damages. Johnson's own request to quit then allowed replacement without a contest over his covenants. Captain Smith was commissioned under the common seal, ordered to publish it in the usual manner and to treat Johnson with respect, and the juniors were retained so their debts stayed enforceable. Johnson died before sailing, honoured with 47 pounds of powder, and Byfield governed by devolution until Smith arrived. [Film No. 156-157, 167-169, 176-177, 197, 206]

Religion and the church cases

The assault on chaplain Jones. Johnson had Mr Jones taken out of the reading desk during divine service, an act the Court held contrary to civil and ecclesiastical law alike. It thought the offence worse in a former justice of the peace, who knew the law he broke. The sermon had seemed to apply the prophet's rebuke to the Governor, and his fury was read as evidence of guilt or of great suspicion of it, though Jones was conceded to be no model of morals. The scandal travelled. London found itself unable to recruit any successor, since candidates knew how the last chaplain had been treated, and the vacancy lasted until Mr Giles sailed with Smith in 1723 carrying church Bibles and Prayer Books. [Film No. 126-127, 173, 186]

The earlier chaplain, Mr Thomlinson. Pyke suspected Thomlinson of leaking the contents of London letters and of joining a petition against him, and the bench branded the discloser a traitor in a resolution of 15 Jan 1717. The Court rebuked the word and the motive together. Its doctrine was that whatever it wrote of any man ought to be communicated to him, since truth shows best in daylight and only ill designs seek shade. Thomlinson claimed insults had driven him from the general table for months, and his diet money was made conditional on the bench's future conduct. He left for Bengal in 1719 on the very ship carrying Pyke towards Sumatra, and an overpayment to him was later demanded of President Feake at the Bay. When a chaplain was accused of refusing burials, the Court declined to judge and pointed to the gratuity, since suspending the only minister would have halted baptisms, marriages and burials alike. [Film No. 39-40, 68, 76, 96, 200]

The Middleton marriage. Marriage on the island ran on the Governor's licence, because it governed land grants, militia obligation and the soldier's passage into planter life. Mr Middleton, surgeon of the *Hartford*, married Bedloe the soldier to the widow Swallow without any licence at all. The bench was right to censure him, since the ceremony bypassed the whole regulatory system, and in this era an irregular marriage was still valid once performed. The punishment, however, rested on no law of England or of St Helena, and the Court warned that the Governor would answer for such stretches of power under the milder laws at home. The case fixed the standing distinction between a sound verdict and a lawless sentence. [Film No. 172-173]

Financial and accounting cases

The general table and the Byfield credit. The Governor's table fed the establishment and visiting commanders at the Company's charge. Complaints said its cost exceeded what full attendance would require, while the fare showed half that plenty. The Court then learned the mechanism. Goods worth about £1,000 0s 0d brought in by the steward Mr Byfield had been credited to Governor Pyke in the storehouse books. The Governor was, in effect, selling his own liquors and furnishings to the Company at prices he controlled. The remedies were structural: a steward's monthly abstract broken down by source, a named yearly list of every diner on pain of the Governor's gratuity, and a permanent rule that no Governor spend Company money without the council's allowance. [Film No. 9, 13, 30]

The Haswell accounts and Joseph Thomlinson the clerk. The general books ran years in arrears under Mr Haswell. His friends in London claimed they were long finished and merely spoiled by Thomlinson's careless copying. The Court set that story against a consultation of 3 Jun bearing Haswell's own signature, which admitted the accounts undone, and against his recorded absences. Worse followed. Thomlinson's rough and fair books disagreed with each other and with the copies sent home. Contemporary practice kept a rough waste book of daily entries and a fair ledger copied from it, so divergence meant the figures could have been altered at the copying stage. The remedy made every paper carry two signatures, a transcriber's and an examiner's, ending the use of a junior clerk as a screen. Thomlinson was separately charged with theft from the storehouse, which the Court answered with the maxim that opportunity makes the thief. [Film No. 27, 29, 33-34]

The transfer system and its abolition. Transfers moved private debts through the Company's ledgers from one account to another. The practice had assigned poor planters' debts to the rich and rich men's bad paper to the Company, leaving hopeless balances of £6,000 0s 0d to £7,000 0s 0d. Soldiers earning near 21s 0d a month ran up £50 0s 0d to £100 0s 0d apiece and deserted under the weight. The system also destroyed an auditor. Mr Tovey affirmed before his death that his quarrel with the Governor began when he asked to inspect the transfer book over entries made for Pyke's account, and the Court concluded something else lay at the bottom. The departing chaplain's bill on London was found padded with four credits from doubtful debtors. Abolition came in 1721, allowing only sums the Company really owed, each minuted with person, sum and ground. When Johnson's bench then held transfer sittings lasting days while entering no particulars at all, the Court judged the silence deliberate and ordered improper credits moved back onto the permitting officers. Goodwin and Alexander were made to pay in £490 0s 0d and £188 10s 0d of Company cash bills held privately, and Mr Cowell was later made guarantor of £101 11s 11d in transfers taken to his own credit. By 1725 the stop was working, debts visibly fell, and the Court warned that the vile practice must never revive in a single instance. [Film No. 67-68, 136-140, 168-169, 199, 214, 226]

The currency war. Full-value silver left the island with every visiting trader, while small retail sales clogged the books with manipulable credits. The Court's answer across the period was token money that had no value off the island. It sent £700 0s 0d and then £400 0s 0d more in bits, fanams and notes in 1717, and met organised refusal led by Mr Powell and the private storekeepers, whose trade fed on the credit confusion. In 1721 it found the copper lying unissued in a chest because nobody trusted the paper, and answered with full convertibility, offering bills on London for any island money paid in, with ready-money sales at the stores and a sutler threatened for the soldiers' diet. The islanders' caution towards a doubted house was, on the record, rational. In 1723 printed notes of 20s 0d and 40s 0d followed, with moderate fines on refusers as disturbers of the public peace, and Smith soon reported the paper taken by everybody. The Court still asked what had become of the coin. [Film No. 22, 24-25, 140-142, 148, 185, 199]

The bills arithmetic. A station holding customs, rents, grazing dues and head money should have funded itself. Instead the bench drew above £4,600 0s 0d in the year to May 1719, on top of a yearly cargo near £3,000 0s 0d already written off as dead stock, and above £5,150 0s 0d in five months of 1721. The Court quantified the inflows, including the standing 1 per cent of every ship's tonnage in supplies, at near double the island's whole charge. It then framed the question so no neutral exit existed: find the error in the computation, or produce the surplus and say where it lay. An answer in generalities, with a reference to books not sent, earned a censure. One large bill cut the knot from the other side. Captain Mackett's £869 18s 8d, for slaves sold to the planters, discharged their credits and removed the excuse that bills could not be refused to the Company's creditors. By 1725 every drawing had to open with a minuted reason, and the

accounting year moved to a September close so the books could sail in season. [Film No. 37-38, 87-88, 164, 171, 203-204, 226-227]

The steward's blanks and the voucher reform. Under Smith the cross-audit caught the fort table itself. A steward's June account, certified by three councillors, showed 86 bottles of Galicia wine and other liquors with no quantities entered, figures standing only against 175 gallons of arrack. The Court read the certification as an imposition on a newly arrived Governor and asked how the three could call such an account examined. The two-book comparison then found 110 gallons of wine booked out of the stores in a January when the steward acknowledged 18, and a further delivery hidden under an ambiguous head of general charges. The remedy abolished verbal authority at the storehouse door. Nothing was thenceforth issued without a written order, the Governor's for routine items and the bench's for considerable ones, and the voucher bound the named receiver while discharging the keeper. Accounts were also to travel in the same packet as the letters answering for them, ending the tactic of promises by the fast ship and books a season later. [Film No. 201-202, 204]

The audits of Pyke. The departed Governor remained an open account for years. His closing accounts would not reconcile by £100 0s 0d, and the whole accounting line of Tovey, Ormston and Lacy was dismissed on a pretence of dilatoriness before the audit was ordered restarted. Eight leaguers of arrack, near 1,200 gallons, advised by Pyke from Batavia as shipped on the *Craggs* for the island, were denied by the ship's captain and purser, leaving the bench an entry it could neither collect nor cancel and suggesting a private venture through Dutch Java. His £400 0s 0d debt was later demanded with proof routed through Sumatra and a receipt copied home, so no gap between jurisdictions remained to disappear into. The story nonetheless ends in rehabilitation, for Pyke returned to England, briefed the Court in person on island irrigation, and was eventually trusted with the government again in the 1730s. [Film No. 56-57, 136-138, 160, 199, 218-219]

Trading and shipping cases

Captain Mawson and the candle sales. Mawson of the *Cardonnel* landed sea-damaged bales at Lemon Valley to wash and repack them, gave no account, and concealed his sailing date. The Court ordered all dealings with commanders conducted in writing, since spoken exchanges left only competing stories. The economics lay in London's auctions, conducted by inch of candle with the last bid before the flame died taking the lot. Goods declared with all faults fetched an honest discount, but concealed damage discovered after a sale as sound forced allowances larger than the candle difference. An unrecorded rewashing at the island therefore planted hidden losses in the Company's own sales. The bench was separately rebuked for withholding its packet from the same ship out of pique. [Film No. 18-19]

The arrack and piece-goods purchases. The original order of 14 Mar 1715 gave leave to buy arrack at or under 4s 0d a gallon only when the stores stood empty, with a caution against encouraging the people's drunkenness. The bench inverted a conditional liberty into a duty, telling London the captains insisted on a standing price of 4s 0d for whatever they offered, and bought prodigiously while admitting itself amply supplied. The Court traced the misquotation to its source, declared its patience exhausted, and added that no reasonable man lays in a wasting, leaking commodity against no want. The same letter priced the pretended necessity in cloth: taffaties of Captain Hyde at 26s 3d apiece, 560 blue ginghamms of Captain Williamson, garrahs of Captain Glegg at 7s 6d, and doesuties at 9s 0d to 12s 0d, all bought while the remains held above £2,200 0s 0d of the like sorts. Damages were set at the difference between the captains' prices and the Company's own, presents to the Governor were inferred as the engine of the trade, and Johnson's stores credit was opened for re-examination. The sequels confirmed the pattern: stock marked down from 12s 6d to 6s 0d on a pretended casting error while the bench bought the same species at 7s 6d, guineas later bought at 7s 6d that the stores sold at 6s 0d, and wax candles at double the orderable price. A three-part test finally closed the market, requiring a price much under the ordinary, goods that kept, and no Indian supply expected that season, and Smith's preference for captains' bills over dear barter goods was approved as settled practice. [Film No. 161-164, 196-198, 214]

The Portuguese sugar and the foreign ships. Settled foreign companies received the courtesy of the road, but the courtesy had to be booked. In 1722 the bench supplied a Portuguese and three French ships from Pondicherry with nothing entered of what was given or received, an omission the Court ranked among

those it would no longer pass. The doctrine that followed distinguished money from barter. Bills drawn were hard money, so sugar bought of captains at 4d a pound against a stores parcel valued at 2³/₄d cost the Company cash, while barter was lawful provided both sides' valuations were entered. The later Portuguese case broke even that rule, sugar taken at near 9d a pound against the stores' own 6d retail. The Court ordered the buyers to refund everything above 4d, rejected the markup defence as oppression of the inhabitants and a dead loss at the fort table, and noted that heavy English duties on foreign sugar made the captains' alleged refusal of 6d sugar commercially incoherent. [Film No. 159-160, 164, 195]

The Cape exclusion and the smuggling sloops. Captains had long preferred the Dutch Cape, where provisions were cheaper and always available, so the Court banned Cape calls outward and homeward and made St Helena the fleet's sole sanctioned refreshment point. The ban handed the planters a captive market on condition they actually produced. Enforcement then widened. The *Eagle* brigantine, refused water by the Dutch at the Cape, was given water at the island under her Mediterranean pass, and the Court judged even that too favourable. Since no English ship but the Company's might lawfully use the Cape, any that had touched there was presumed a smuggler and was thenceforth denied the road and every supply, lest such vessels loiter in hope of buying goods off homeward Indiamen for the West Indies. The sloop *Newport* from Princes Island carried William Clarke, a former islander presumed on exactly that circuit. A recent statute gave the policy teeth at sea, for captains sued for delivering goods out of their ships on this side of the Cape had compounded with difficulty on their own crews' informations, and those not yet sued remained liable. The Court also recalled its prosecutions of Bristol ships that had pretended voyages to Madagascar, the slave-trade destination that served as cover for interloping. [Film No. 188, 193-195]

The Ostend interlopers. From the mid-1710s ventures sailed east from Ostend in the Austrian Netherlands under imperial colours, largely manned and financed by British subjects. Parliament's bill of 1719 became four printed Acts sent to the island in 1720, and two further Acts travelled in the *Essex* packet of 1723. The bench was to seize any British subjects coming ashore from such ships and to deny them assistance of any sort. The threat was confirmed when the Emperor chartered a formal Ostend Company in 1722, and by 1725 the Court stated the secret committee's remit openly for the first time as ship movements and the checking of that trade. The withdrawal of the Mocha factory, notified in the same year, marked a parallel contraction of the Red Sea coffee establishment. [Film No. 64, 80, 180, 213, 222-223]

The *Cassandra* and the King's squadron. The fleet list of 1720 booked the *Cassandra*, 380 tons under Captain Macrae, plainly for Bombay. Later that year pirates under Edward England took her at Johanna in one of the most celebrated actions of the age, and the list's innocence is a caution against reading outcomes back into plans. The response came in 1721, when suppression passed to the Crown. Four royal ships, the *Lyon*, *Salisbury*, *Exeter* and *Shoreham* under Thomas Mathews, sailed for India on 5 Feb 1721 with the Company's *Grantham* as victualler. St Helena was to supply them with whatever it could afford against bills on the Victualling Commissioners, and the King's ships were to receive first salutes, a Crown exception cut into the Company's strict powder rules. The squadron was the Admiralty's direct answer to the wave that had taken the *Cassandra*, though its Indian Ocean cruise achieved little against the pirates themselves. [Film No. 78, 107]

The demurrage battles. The island's call was contractual. Charter parties bound ships to proceed directly in peacetime, to buy at least 300 weight of beef for every 20 men of complement, and to forfeit £200 0s 0d for sailing off by night, while the Company allowed owners 6 weeks' demurrage for the diversion and 10 working days of labour for discharge. The *Craggs* protest of 1720 was judged rightly managed, save that the bench conceded the captain's false claim that no ship of 300 tons ever unloaded in under 12 days, and days lost to swell and surf were to be shared equitably as the hand of providence. The *Hartford* showed the system failing: kept 4 to 7 days beyond her time with no protest at all, her arrival date disagreeing between the island's own two records, and 84 deals delivered short with commoner boards substituted, a fact the storekeeper recorded but the bench never reported home. Captain Wynne of the *Craggs* then died on the voyage, leaving the Company to claim against a dead man's estate where a timely protest would have bound his owners. The Court's maxim that owners would read silence in the consultation as concession stated the legal reality, for the island's books were litigation material. Under Smith the discipline finally worked, with the *Lethieullier*, *Essex* and *James and Mary* all despatched within their lay days, a daily weather log kept, and the Governor's surveys of returning ships commended. [Film No. 62-63, 80-82, 109-112, 193, 212-213]

Defence and garrison cases

The fortification priorities of 1717. The captures of the *Queen* and the *Dover* in the very road, blamed on Governor Boucher's carelessness, supplied the standing proof that the anchorage was the prize an enemy sought. Pyke was therefore condemned for building cranes, a bridge and a £2,000 0s 0d barracks of fine show while the batteries decayed, and a goat pound of £200 0s 0d where £40 0s 0d would have served became the emblem of misplaced effort. The improved country path that eased the ladies' sedan chairs was suspected of easing an enemy's approach as well. The Court ordered the slaves to the batteries first and reminded the bench that peace, restored at Utrecht in 1713 and already broken once with Spain in 1718, gave the only time in which defences could be built. [Film No. 28, 46-48]

The powder audits. Powder wasted invisibly in ceremony, so the gunner's stores were hedged with monthly accounts, an annual physical audit and personal liability for deficiencies. The cases accumulated: a 21-gun greeting for a single landing rebuked with the proverb that many a little makes a mickle, 1,578 pounds charged in two months under Johnson, 32 pounds at the funeral of a mere passenger, and guard charges swinging between 9 and 16 pounds in Gunner Slaughter's books, all proof that the bench signed what it never examined. Under Smith the salutes still graded honour by rank, 30 pounds for a ship's sailing against 89 for the Governor's own return from on board, beside powder burnt for the anniversaries of 4 and 5 Nov, the Protestant feasts of King William and the deliverance from the Gunpowder Plot. A general tariff of 1725 then fixed 9, 7 and 5 guns by occasion across the Company's world, its clause on persons going aboard striking at the island's habits without naming anyone. Salvage economics closed the file, for 19 barrels spoiled by a leaking powder room were assigned to cover the very salutes just condemned, and 18 faulty great guns went to Sumatra for sale or onward to Fort St George. The doctrine beneath the parsimony was stated without ornament: the island was a standing yearly loss kept only for the benefit of the homeward shipping, whose ships were to wait for one another in the road and keep their decks clear to fight. [Film No. 73-75, 100, 119-120, 124, 152, 173-174, 180, 189, 205-206, 213]

Land and settlement cases

Militia tenure and engrossing. The founding constitution required one able white man on every 20 acres, fusing land tenure with the island's defence. The Court compared the burden to copyhold service in England, which no man called unjust because he took the land with its conditions attached. By 1719 it admitted that engrossing by rich planters had gone too far to unwind, the great fish having devoured the lesser, and it declined wholesale restoration because attacking registered titles would have undermined the land register itself. The settlement froze the position: past consolidation tolerated, future engrossing barred, and moderate parcels let to soldiers and young beginners to multiply families. By 1723 the arithmetic was explicit, for indulging every great holder on the pattern of the Governor's wife would sink the militia to 45 men, and Mr Powell was named among those who had eluded the law. [Film No. 53-54, 72, 98, 150, 187]

The planters' delegates. Complaints of 1717 alleged that Pyke threatened to ruin complainants, traded extensively on his own account, kept growing herds on the Company's plantation and let one of his own slaves to the Company's garden at £40 0s 0d a year. The planters asked that two of them be licensed to carry the grievances to England. The Court called them quarrelsome and litigious, yet granted the leave to any two who were debt-free and gave written notice of their grievances first, with the offer proclaimed publicly. The conditions cut both ways. They preserved the appeal channel a threatening Governor could not lawfully touch, while ensuring no debtor escaped under colour of complaint and that declining a freely given leave would discredit the charges. [Film No. 51-52]

Divestment and its breaches. Direct farming was judged a failure on repeated comparisons, from the overseer Jesey's bills of £98 13s 0d at Hutt's plantation for work inspected at £20 0s 0d to private estates outproducing the Company's whole. Plantations were therefore to be sold or let to industrious hands, lending Company money for land purchases was banned in 1720 lest easy finance let settled families liquidate and quit, and the departed Governor Roberts's house was bought in to serve as a storehouse. The rule against acquiring land was then breached twice over: leases bought in against the Court's inclination on plausible pretences, and ten acres bought of William Charles at £60 0s 0d when worth half, a loss the buyers were ordered to make good. By 1725 the policy was executed in earnest, the Charles land sold, Hutt's thrown up with its slave establishment, the target estate reduced to the yam grounds and the great

plantation, and the late Governor Johnson's house to be bought only on moderate terms with a good title proved. [Film No. 44, 97-98, 101, 187, 207, 219-220, 228]

The yam and goat scandals. The sharpest agricultural case came in 1725, when the Company could not dig yams enough for its own slaves in under 18 months while Alexander, Goodwin and several industrious planters held full-grown crops with far fewer hands. The Court could read this no better than downright treachery and infidelity joined to the utmost carelessness, and it judged Smith's dismissal of the overseers an insufficient punishment where wages should have been stopped or fines imposed. Livestock told the same story, with unrecorded Company cattle discovered on the peninsula, the Company's herds dying faster than the planters' despite better pasture, and 519 Company goats lost in 14 months while private flocks above 3,100 thrived. Smith was commissioned to scrutinise without favour, partiality or resentment, and frequent general poundings were ordered so that successive true counts could expose carelessness or fraud. The related Cowell case completed the indictment, for that councillor had been credited both for fencing the Company's great wood and for selling the Company its own timber, a double conversion of a common resource the Court found shameful while the Company's slaves stood idle in abundance. [Film No. 204, 207, 215-217]

Improvement and irrigation. The drought of the mid-1710s, read as divine judgement, opened a long campaign against the deforestation behind the island's wind-blasted crops. Governor Roberts's planting and fencing laws were revived repeatedly, James Valley was to be replanted as the Company's own example, furze was added against browsing cattle, and persuasion at general assemblies came first because English subjects were to be led rather than driven. Guinea yams of 16 to 20 pounds were sought from passing slave ships against the island's watery 2-pound roots. A later plea of failed rains to excuse buying yams met flat scepticism, since the knowledge of bringing water existed on the island, and the Court wished it had as much willingness, application and ingenuity as it had hands and materials. The point was driven home from London, where Pyke, returned to England, briefed the directors in person on the irrigation he had once demonstrated, and where Mr Powell, questioned on why his cattle were the island's best, described rotational grazing in small enclosed pastures that was promptly prescribed for the great wood. [Film No. 49-51, 70-72, 99, 186-187, 207, 218-219, 229]

Justice and the inhabitants

The trials of 1720 and the papist charge. The Court reviewed the island's sessions with a discriminating eye. Prosecuting Mr Worrall for calling the Governor a papist was held justifiable, since in 1721 office was closed to Catholics, the Pretender's cause was alive, and the word was a civil accusation rather than mere abuse. The conviction of Thomas Free, by contrast, seemed ill proved, and the prosecutions of men who had merely signed the parson's certificate looked like occasions taken rather than given. Trial by jury was nonetheless praised over arbitrary sentence, those who confessed before the sessions were pardoned, and the Court added that government lasts longest when the reins are held gently. [Film No. 127-128]

The Free case. This became the test of island justice. Free's estate, appraised by two eminent planters at £588 0s 0d, was seized for a debt of £262 0s 0d, although he had offered 40,000 weight of yams, livestock, substantial sureties and near £100 0s 0d down. His petitions of 12 Jul and 18 Oct were suppressed from the consultations. A sale order was published in the council's name though the council had never agreed it, the secretary being directed to sign, and soldiers with no money were lent stores credit of £40 0s 0d to £60 0s 0d a man to bid, while the appraiser Mr Greentree swore he would have paid the full value in ready money. The Court ordered an adversarial hearing before the *Drake* sailed, with witnesses protected from browbeating and every paper exchanged, and drew a permanent rule that all proceedings against planters be entered with the parties' proofs and the bench's reasons, no Governor's bare word prejudicing anyone and neither the face of the poor nor of the rich regarded. It audited Free as carefully as the bench, noting his false denial that the Griffith children were orphans, so he should not be read simply as a martyr. In 1723 he complained that the orders had been defeated by connivance, the bench having bought the primest of his goods at under prices and intimidated his witnesses, and the Court ordered a rehearing in equity with Governor Smith, the one disinterested member, watching his colleagues' votes and reporting home with his own opinion. The device shows London's realism, though it still left Free's judges sitting in their own cause. [Film No. 128-133, 208]

The customs and dungaree case. Duty stood at 12d a gallon on arrack and 5 per cent on all other goods landed, yet Governor Pyke had let Captain Tolson land dungarees, a coarse Indian cloth, custom free in return for a compliment. The remedy was structural rather than personal: seizure of all run goods, one third to the discoverer, double damages on any officer who connived, and public notice to every arriving ship so that no master could plead ignorance. Pricing detection created an enforcement market where official diligence had failed, though it also invited malicious informing, a risk the letters never weigh. The earlier abolition of the captains' duty-free necessities had already closed the politer version of the same leak. [Film No. 45, 95]

Probate and the small petitions. The orphan Leech's £52 1s 4d, lodged with the bench since his departure around 1700, was claimed by his brothers after about 16 years' silence. The Court allowed administration to the nearest kin, but only against sufficient security to answer any claimant with a better title, mirroring English practice of administration bonds and the presumption of death after long absence. Joseph and Bridget Bates petitioned that her son's 5 acres, bought for £50 0s 0d, had been seized by the then Governor and given to Jonathan Higham, and the bench's vague gesture towards transmitted consultations was rejected in favour of a plain account from the books, while Bates's own £50 0s 0d fine was left to remission. Henry Johnson, dismissed for offering to prove misbehaviour against named men and found quietly re-engaged, had his allegation kept alive with an order that he be heard if he still insisted. William Beale, a surgeon's assistant of 23 years turned out for lacking Latin, was left to the bench's discretion with his debt secured before any departure, the same man whose £240 0s 0d debt on wages of 2s 0d a day had earlier drawn the Court's contempt even as his proven wage claim was paid. A local rule of 15 Sep 1724 protecting orphans' inheritances from waste-land leases was exposed a month to public view and left to stand only if the general meeting at quarter sessions confirmed it, a rare instance of the inhabitants consulted in their own law-making. [Film No. 153-155, 175, 208, 219, 229-230]

Slavery and coerced labour cases

The Madagascar licences. Supply ran through licensed private ships, each licence obliging delivery of a stated number of slaves at the island. In 1720 the *Elizabeth* of Liverpool, the *Mercury* and the *Cleveland* owed 17, 16, and 14 and a boy, 48 in all. The Governor held first choice of every cargo, backed by a £40 0s 0d penalty a head recoverable on the owners' bonds in London, and the choice was to fall on the strong and young who could be trained to trades. When the *Arabella's* voyage changed to Buenos Aires, her owners discharged the covenant by engaging another ship, the obligation attaching to the licence rather than the hull. Madagascar was the one lawful pretext for an Atlantic voyage towards eastern waters, which is why it also served interlopers as cover and pirates as a haunt. [Film No. 42-43, 70, 77]

Captain White's testimony. The slave carriers doubled as London's inspection service. Captain White reported that Guinea slaves he had exchanged at the island for Madagascar people proved twice the worth by the West Indies, and that the exchanged told him of miserable usage, a diet of little but yams, and their joy at leaving St Helena. He warned that Madagascar people accustomed to beef would droop and die without better feeding, while all agreed the planters nursed their own slaves because they lived by their labour. The Court weighed such testimony candidly, noting the traders' professional interest in the stock they dealt in, and its orders fused humanity with capital protection, for each life carried a book value near £21 0s 0d and a mortality reckoned at 10 in the hundred yearly was absorbed as a cost of supply rather than questioned. [Film No. 41-42, 69, 77, 91-92]

The humane code and its registers. The code of 1717 declared the slaves men endowed with reason, to be struck only by their immediate overseers, punished in proportion, rested on Sundays, fed well and bred to handicrafts, with fishing parties and fallen cattle supplementing the yams. The registers that followed show the code's other face. Deaths were ordered registered by name after a consultation recorded two dead men anonymously beside a girl called Mercy, births were returned monthly, and gradings of good, indifferent and bad worked as a valuation instrument. Venereal disease later rendered many nearly useless, answered with sanctioned wives for the well-behaved, removal of the most vicious to distant labour, and surgeons to be kept by respect and mildness since none would stay under abuse. Clothing became one annual livery, after the fashion of English households, with early wear punished by rags and patches until shame taught better care. A slave called Bunjar, carried off in the *Lethieullier*, was pursued through her captain as

recoverable property. The enslaved themselves speak nowhere in any of this material. [Film No. 41-42, 143-145, 147, 171-172, 192, 202, 227-228]

Numbers, exports and the labour audit. The bench's own lists gave the Court its weapons. In 1721 the Company held 203 slaves against 411 in all private hands, yet still hired 55 from the planters and claimed to want 60 more, while Mr Powell worked his acres with a handful. The bench's admission that 100 good males would outwork the whole stock of 252 was turned back on men who had held first choice of every cargo, and a hired stone cutter at 3s 6d a day priced the alternative to training. A fixed enumeration order later produced the profile of 145 males, 62 females and 8 superannuated. Surplus adults went to Sumatra from 1721, sound and never children or the decrepit, with names and ages returned for audit, and when only 13 sailed in 1723 the *Grantham* was ordered to carry as many as could be spared. The bench's plea to keep them a year to finish the great wood was reversed, so the Company's failure to feed its workforce drove the very exports its works needed to delay, a contradiction the correspondence never resolves. Mr Cowell's 75,000 yams, raised with a twentieth of the Company's blacks, stood as the final measure of management rather than men. [Film No. 91-92, 143-145, 155, 204, 215-216, 227, 229]

Governors' dealing and the Smith allegation. The Court found it had paid for Pyke's slaves twice over, first in their keeping and then in their purchase at £25 0s 0d to £80 0s 0d a head, and judged Johnson to be playing the same game before buying his two needleworkers and abolishing the perquisite outright. Planters' talk that the Governor called the blacks his children and had made them unmeasurably saucy, raising fear of insurrection, was forwarded without being adopted, the care commended and only the handle deplored. Even the praised Smith fell under the old suspicion, an anonymous island letter alleging he hired a great number of his own slaves to the Company at 18d 0d a day each through Mr French the overseer, sick or well and children included, while his private India goods sold steadily from the storehouse. The Court professed disbelief, yet restated the ban on governors keeping more than two or three slaves, ordered divestment if any truth appeared, and called the storehouse trade a downright abuse, handling that protected informant and Governor alike. [Film No. 145-147, 228]

The free-black code of 1725. The planters professed apprehension of mischief from the island's many free blacks, and the Court legislated on the fear rather than on any recorded act. Free blacks might purchase or keep no slave, any found tampering with or corrupting slaves were to be deported to India, any without visible maintenance were to be sent off likewise, and every slave freed in future was obliged to leave the island by the first shipping. Manumission survived as a master's reward, but freedom and residence were made incompatible, a code designed to extinguish the free black population as a class. The pattern matches the restrictive codes then spreading through the plantation colonies, and no free black voice appears anywhere in the record. [Film No. 220]

Careers and lesser cases Sergeant Southen. His pay was stopped at £10 0s 0d a year to maintain a wife in England whose marriage proofs London had examined and found substantial. He declared he would rather quit the service than pay, was refused by the Governor, and appealed to the Court, which granted the discharge since he had served beyond his covenanted time, conditional on clearing his stores account and reimbursing the advances. The wife received £5 0s 0d more on the express condition that it carried her to her friends in Ireland and was the last she should expect. His grievance over a goat range enjoyed for 20 years was left unjudged, the Court not knowing both sides and reminding the bench only that the boundaries between justice and injustice are very narrow. [Film No. 36-37]

Benjamin Hawkes. He arrived in 1721 as a shopkeeper-factor on a five-year covenant at £30 0s 0d, terms that insulated him from the bench's displeasure. On the bench's own recommendation he was appointed fifth of council on 31 Dec 1723, and within two years he was dismissed for an immoral life and a petition adjudged false and malicious. He was sent home only after giving security against any charge for his bastard child, or taking the child with him. The episode shows both the protection a covenant could give and its limits once London's confidence was lost. [Film No. 153-155, 208-209, 230]

Mr Powell. His passage across the period is the record's most remarkable. He begins as the chief holdout against the Company's currency and the keeper of a private storehouse, bound over on terms the Court itself called too severe. Under Johnson he is the victim of an informal embargo, returning captains

complaining that the best beef on the island dared not be sold because its owner had signed the parson's certificate, an abuse struck down by standing public advertisement. Throughout he serves the Court as a benchmark, outproducing the Company's whole estate with a handful of hands, though the letters themselves vary his figures between 17 blacks on 300 acres and 16 on 273, a small reminder that even the record's arithmetic shifted in transmission. He ends consulted in London as an agronomist, his rotational grazing prescribed for the great wood. [Film No. 25, 44, 52-53, 91-92, 113-114, 218]

Mr Byfield and Captain Smith. Byfield entered as overseer of the plantations on his personal undertaking to feed the general table from Company ground or take nothing, repaid his £65 0s 0d London advance, rose to second of council, and governed the island by devolution between Johnson's death and Smith's arrival. Smith himself, chosen partly for his skill in fitting out ships, embodies the reformed office, surveying every returning ship, choosing bills over barter, presiding over falling debts and a sobering population, and earning two consecutive letters of praise. The hiring allegation of 1725 shadows the portrait without destroying it, and shows the private letter still working as London's real check on an officially compliant administration. [Film No. 149, 172, 176, 188, 193, 195, 198, 206, 212-213, 228]

A note on the evidence

Every case above reaches us through London's pen. The consultation entries, petitions and figures survive only as the Court chose to quote them, the bench's defences only as fragments answered. The strongest findings, the after-written consultations, the engineered sale of Free's estate and the presents behind the captains' trade, rest on inference from that curated record, persuasive but not beyond challenge. The expansion offered in this casebook therefore enlarges the detail of the cases without enlarging the certainty of the verdicts. [Film No. 108, 150-151, 156-157, 161-163, 208]

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<u>1</u>		Document Name and Date LETTERS FROM ENGLAND 1717-17 Photographer RADKA HENRY Date photographed 09 AUGUST 2023 Additional comments	
<u>2</u>		Book cover	
<u>3</u>		WARNING. A poisonous solution containing mercuric chloride has been used in the repair and binding of this volume.	
<u>4</u>		Blank page	
<u>5</u>		Blank page	
<u>6</u>		Blank page	
<u>7</u>		Blank page	
<u>8</u>	1	By Ship Princess Amelia Capt Jn. Misse[...] London the 25th March 1717 Our Governour and Council of St Helena The last Letter We wrote you was dated the 22th Februry 1716 Sent by the Successe which We find arrived the 15th June and therefore dont Send its Copy We therein wrote very - particularly & at large touching our Affairs committed to your mannagement as We did the year before and in many former Letters and might reasonably have expected from - Such plain and full directions that We should not be under the necessity to have our Letters any more drawn out to So - great alength in pointing out Sins of Omission or Commission and expostulating thereupon or in laying down repeated Rules for prevention or cure which any man of common understand =ing and Application might easily remedy and if honest and not given to Contention would never Suffer to be repeated afte[...] once complaind of and in most cases would not give a - handle for finding fault at all We are sorry to find there is no unanimity among you Mr Haswell and Mr Bazett on one side seem to thwart the Governour who is joy'n'd by Mr Tover[...] by these party Quarrels our Affairs Suffer You seem to make it your continued	The Court of Directors wrote from London on 25 March 1717 to the Governor and Council of St Helena, the despatch carried by the <i>Princess Amelia</i> under Captain John Misse[...]. The last letter was dated 22 February 1716 and went by the <i>Successe</i> , which the Court found arrived on 15 June 1716, so no copy of it was sent. That letter dealt very fully with the Company's affairs committed to the Council's management, as the letters of the year before and many earlier ones did. The Court might reasonably have expected that such plain and full directions would spare it the need to draw out its letters to so great a length. The length came from pointing out failures of neglect and of positive wrongdoing, protesting about them and laying down repeated rules for prevention or cure. Any man of common understanding and application could easily put such matters right. An honest man not given to quarrelling would never let them recur after one complaint, and in most cases would give no grounds for criticism at all. The Court was sorry to find no unanimity in the Council. Mr Haswell and Mr Bazett on one side seemed to thwart the Governor, who was joined by Mr Tovey. The Company's affairs suffered by these party quarrels.

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		endeavour to find Occasions for throwing Reflections upon one another & urge them as Excuses for not minding our Business, Such animositys as these We neith[...] can nor will allow of any longer if We know it We have had formerly and again this year repeated Complaints That Governour Margin Notes: party quarrels among the Council. Urged as Excuses for Neglect of Business	The members seemed to make it their constant aim to find occasions for casting blame on one another, and they used those occasions as excuses for neglecting the Company's business. The Court declared that it neither could nor would tolerate such animosity any longer where it knew of it. Complaints had reached the Court repeatedly in earlier years and again this year. Interpretations The despatch named the standing factions in the Council openly: Mr Haswell and Mr Bazett on one side against Governor Pyke, with Mr Tovey on the Governor's side. The alignment matched the record of the despatch of 22 February 1716, in which Haswell and Bazett were found to have prosecuted Tovey for felony on the statute of stabbing with a particular spleen and unwarrantable violence, and were censured together for failing in their duty at Mundens point on 11 May when the Ostend ship <i>Victoria</i> arrived. The Court itself stood with neither party, since it had condemned the Governor's personal severity towards the <i>Eagle Galley's</i> men in the despatch of 14 March 1715 while offering forgiveness to Tovey in the despatch of 22 February 1716. The decision not to send a copy of the previous letter rested on confirmed delivery. Important despatches and instruments normally travelled in duplicate or triplicate against loss at sea, on the principle established with the triple receipts of 19 December 1673 and extended to instruments such as the departing Governor's account current and bond under the despatch of 5 March 1713. News that the <i>Success</i> letter arrived on 15 June 1716 made the precaution unnecessary and saved the clerical labour of copying a very long despatch. The complaint about the length of the Court's letters carried an audit charge rather than a stylistic one. The despatch of 22 February 1716 ran to scores of numbered paragraphs of rebuke and instruction, and the Court treated that bulk as itself the measure of the bench's failure, since plain directions once obeyed would need no repetition. Speculations The open naming of both factions in a General Letter was perhaps a deliberate disciplinary device. Every General Letter had to be read in full Council under the rule of 5 March 1713, so each side heard its conduct described in the presence of the other. Identification by name stripped the quarrels of any cover and told all four men that London tracked the alignment through the consultation books and private complaints. The qualification that the Court would not allow such animosity any longer where it knew of it perhaps acknowledged the limits of supervision at several months' distance. The Court depended on informants for its knowledge of island conduct, and the despatch of 22 February 1716 promised pardon to informers in the stores bribery enquiry. The phrase kept that channel open by signalling that private reports would continue to be acted on.
2	2	By Ship Princess Amelia. Governour will not let the Council speak their minds when they are desirous of Promoting the Companys Interest but - threatens to turn them out and pretends to Secret Orders That none of the Council are Suffered to dissent, It is also told Us - he would not Suffer the first Books of Accounts to go by the - Queen, That the Council have no benefitt of the General Table - but as the Governour pleases who calls it his own tho' much - more is Spent than needs if all our Servants allowd were there - and not half the plenty (and We find in the Consultation Mr - Fairfax complaind of the Table and desired a Discharge, If these things are the real naked Truth We neither can nor will - bear them longer. 2: Notwithstanding We have done it once & again in - former Letters We will once more tell you the Authority	The Court of Directors in London wrote to the Governor and Council of St Helena by the <i>Princess Amelia</i>. The Court set out complaints made to it that the Governor would not let the Council speak their minds when they wished to promote the Company's interest. The complainants said that he threatened to turn them out and claimed to hold secret orders, so that no member dared to dissent. The Court was also told that the Governor refused to let the first books of accounts go home by the <i>Queen</i>. The complaints added that the Council received no benefit from the general table except at the Governor's pleasure, and that he treated the table as his own. The spending on it exceeded what full attendance by every entitled servant of the Company would have required, yet the fare showed not half that abundance. The Court found in the consultations that

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		We - invest you and the Council withal that each may know how - far he ought to go The Governour is entrusted by Us in the first place to See all our Orders are obeyd We appoint a Council to - joyn with him therein and to give their Opinion each of them in all matters that come before them the Majority of - Votes are to determine every question, If any one or more of - the Council think the determination wrong they must enter - their dissent in Consultation with their reasons or else We take it for granted they agree thereto and shall censure them as We think they deserve The whol Council when Assembled are to judge of the manngement of each member the Govern[...] as Margin Notes: Gov. accusd of not leting the Coun. Speak - their minds. also y. Books of Acc. not Sufferd to be - sent home. Coun. no benefit by y. Gov. Table. Councils - Authority. W[...] Each to give his Opinion. Enter debates dissented - from.	Mr Fairfax complained about the table and asked for a discharge. The Court declared that if these reports proved to be the plain truth it neither could nor would tolerate such conduct any longer. 2: The Court had set this out more than once in earlier letters, but stated once more the authority given to the Governor and the Council, so that each man knew how far he ought to go. The Governor was trusted by the Court in the first place to see that all its orders were obeyed. The Court appointed a Council to join with him in that duty and to give their opinions, each of them, in every matter that came before them. The majority of votes was to decide every question. Any member of the Council who thought a decision wrong had to enter his dissent in consultation with his reasons. Otherwise the Court took it for granted that he agreed, and would censure him as it thought he deserved. The whole Council, when assembled, was to judge the management of each member. Interpretations The opening complaints record allegations laid before the Court of Directors against Governor Isaac Pyke, not findings of fact. The conditional close, that the Court would not bear these things if they proved the plain truth, shows the directors treating the charges as unverified intelligence from the island while still using them to justify a formal restatement of constitutional authority. The claim that the Governor invoked secret orders to silence dissent struck at the heart of the consultation system, since a member who believed in hidden instructions from London could not safely oppose anything. The allegation about the books of accounts connects to the long-standing arrears reaching back to May 1708, covering £19,340 0s 0d in cargoes and £23,000 0s 0d in bills drawn. Mr Hancock and Mr Bazett had repeatedly promised completion through late 1715 and early 1716, and the Court withheld their gratuities in the despatch of 22 February 1716. An accusation that the Governor himself blocked despatch of the finished books by the <i>Queen</i> shifted responsibility for the delay from the accounting officers to the head of the government. Mr Fairfax was the midshipman of the <i>Thistleworth</i> allowed to assist the overburdened accountant and storekeeper with the writing of the accounts. His recorded complaint about the general table and his request for a discharge gave the Court independent corroboration, from within its own consultation books, of the grievances reported against the Governor's management of the table. The compulsory dissent rule converted silence into liability. A councillor who failed to enter his dissent with reasons was deemed to have agreed and stood exposed to censure for the decision. The mechanism was designed to defeat the standard defence of junior members in a failed administration, that they had privately opposed the Governor but left no trace, and it made the consultation book the sole admissible record of each man's position. The provision that the assembled Council judged the management of each member subjected every officer's distinct charge, accounts and conduct to collective review. The arrangement followed the rule of the despatch of 5 March 1713 that no member was exempt from majority oversight in matters within his particular charge, and it denied the Governor any claim to stand outside the body he presided over. Speculations The complaint that more was spent on the table than full attendance would require, while less than half the plenty appeared, perhaps pointed at diversion rather than mere extravagance. Provisions drawn against the table account that never reached the board would explain the gap between cost and fare, and the general table at the fort already ran at £70 0s 0d a month

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			without shipping and up to £120 0s 0d with ships in port. The Court's decision to restate the constitution in full, rather than simply rebuke the Governor, probably reflected the difficulty of acting on contested reports at a distance of months. A published definition of each man's authority armed the Council to resist encroachment immediately, whatever the truth of the particular allegations, and cost the Court nothing if the charges later collapsed.
10	3	Capt John Misenor Comander. as well as the rest for he is but one tho' the Chief and if they - find any thing done or intended against our Interest or Orders they are to Remedy or prevent it or else must bear the Blame In the absence of Councils the Govern.r is to have the general Care of all things but as Councils must frequently meet and all the Members are to be present when health will permit We direct positively that the Council do meet once a Week & oftner if Occasion We will never allow the Govern.r to prevent - any one of the Councils entring in the Consultation the Proposals - they make which they think for our Service tho' rejected if they Shall desire Such Entry If he doth Let them give Us Notice and then they clear themselves of imputation on that Account. 3: We will never again bear with the want of our Books of Acco yearly if they are not Sent suspend the Accomptant from Sallary till our further Order unless hindred by real sickness and in that case allow only for Such time as the Sickness continues not pre= tended to continue If you find him negligent after Admonition - suspend him from Diett That you may know whether he is So call for the Books Monthly or oftner into Consultation to See what Progress is made therein and enter the Account every - time how you find it If he continues so negligent that the - Accounts are not made up to be Sent Us by the last of the [...] Shipping which depart from St Helena in all May or Jun[...] or thereabouts Send Us the Storekeepers Acco.ts to serve as th[...] next best instead of the General Books. We Margin Notes: in y. absence of y. Council Gov.r to have y. gen.l care. Consult every week once. Council to Ent.r their propos.ls Accompt.ts to be Suspended ffrom Sallary if Negligent. Books to be calld for Monthly And if they cant be made up then to send y. Storekeep.rs Acco.ts	The assembled Council was to judge the Governor's management as well as every other member's, for he was only one among them although the chief. If the Council found anything done or intended against the Company's interest or orders, they were to put it right or prevent it, or else bear the blame themselves. The Governor held the general care of all things when the Council was not sitting, but the Council had to meet frequently, with every member present when health allowed. The Court directed positively that the Council meet once a week, and more often if occasion required. The Court would never allow the Governor to stop any member from entering in the consultation book the proposals he thought to be for the Company's service, even where they were rejected, if he wished such an entry to be made. If the Governor did stop it, the members were to give the Court notice, and they then cleared themselves of any blame on that account. 3: The Court would never again put up with the want of its yearly books of account. If the books were not sent, the Council was to suspend the accountant from his salary until further order, unless real sickness hindered him. In that case the allowance was to run only for as long as the sickness actually lasted, not for as long as it was claimed to last. If the Council found him negligent after a warning, it was to suspend him from his diet. To know whether he was negligent, the Council was to call the books into consultation monthly or more often, see what progress was made in them, and enter in the record each time how it found them. The accounts might still not be made up in time to go by the last of the [...] shipping, which left St Helena by about May or June. If the accountant remained so negligent, the Council was to send the storekeeper's accounts as the next best record in place of the general books. Interpretations The statement that the Governor was only one among the Council, although the chief, restated the collegial constitution of the island government. Every member, the Governor included, stood under the collective judgement of the assembled body, and the whole Council bore the blame for anything done against the Company's interest that it failed to remedy or prevent. The rule followed the principle of the despatch of 14 March 1715 that any member, including the Governor as one of the Council, who knew of injury done to the Company and did not try to hinder it was personally accountable. The protected right of entry answered the complaints recited earlier in the despatch that the Governor silenced the Council and threatened to turn members out. Any councillor could now require his rejected proposals to be entered in the consultation book, and obstruction by the Governor was itself reportable to London and cleared the member of blame. Together with the compulsory dissent rule, the provision made the consultation book the complete record of each man's position: silence implied agreement, while a recorded proposal or dissent transferred responsibility to those who overruled it. The sanctions on the accountant escalated from income to subsistence. Suspension from salary stopped his pay until the Court ordered otherwise, and suspension from diet removed his board at the general table, which was kept at Company expense, so a

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			negligent officer would have to feed himself from his own pocket. The sickness proviso was drafted against malingering: an allowance ran only for sickness that continued in fact, not for sickness claimed to continue. The target was Mr Hancock, sent out specifically to bring up the accounts, who had promised on 29 November 1715 that they were almost done, said on 13 December 1715 that the books were done but not quite copied, and claimed on 21 February 1716 that the writing was too much for two officers. The Court had already withheld his gratuity peremptorily in the despatch of 22 February 1716. The monthly call for the books in consultation, with the state of progress entered each time, converted progress-chasing into a documented audit trail. The Council could no longer plead ignorance of the arrears, and the accountant could no longer shelter behind verbal assurances, since every inspection left a dated entry that London would read. The storekeeper's accounts were named as the fallback record because they captured the island's principal money flows. Goods entered and left the Company's trade through the stores, so the storekeeper's books offered the directors a second-best view of receipts and issues where the general books failed. Speculations The shipping deadline probably drove the whole timetable of sanctions. The homeward fleet that called at the island left by about May or June, and accounts missing that departure would wait the better part of a year for another conveyance. Monthly inspection, graduated suspensions and the storekeeper fallback were all calibrated to ensure that something auditable reached London with each year's ships rather than nothing. The instruction to enter the books' condition at every monthly inspection perhaps also served to apportion blame in advance. A run of consultation entries showing steady progress would protect the Council and condemn the accountant if the accounts still failed, while entries showing no inspection would condemn the Council itself. The device made the consultation book the evidence by which London would later distribute punishment.
11	4	By Ship Princess Amelia. 4: We will never again rest easy if We have not the Consultations Sent Us by the Said Shipping brought up at least to the - Month before Such Ships departure and a good reason given - why if they are not brought up to the last week, for both Store Books and Consultations may be daily carrying forward & if the Storekeeper & Secretary or others Sickness Should prevent their doing it their Assistants Can Supply their Room. 5: We put these particulars with the others that follow in the - Front for your general Notice That none hereafter may pretend Ignorance or Excuses for failures in these Articles or Either of them if they do fail We will rid our hands of them be they - who they will and will no longer Content our selves with bare Chiding. 6: If the Entries in the Consultations are not made according to the Orders We have given and do not contain the Monthly Accounts of the Storekeeper Gunner Plantation House Overseers Prices of Goods by retail whether from India or Europe Reports made to the Council and other matters Already - Directed We Shall lay the blame on the Governor and Council in general for not looking better after the Secretary to See he do his duty tho' he Shall not go Scotfree. 7: You tell us Par. 9. of the Letter of the 12th Janry 1716 That your Consultations are as large as in Some of our Factorys where the Dealings are for great Sums which is more than you know or We can find true It is true they Shew - large but that is Occasioned by their being wrote very	4: The Court would never again rest easy unless the consultations sent by the same shipping were brought up at least to the month before the ships' departure, with a good reason given if they were not brought up to the last week. Both store books and consultations could be carried forward daily. If sickness prevented the storekeeper, the secretary or others from doing the work, their assistants could supply their places. 5: The Court placed these particulars, with the others that followed, at the front of the letter for general notice, so that no one could afterwards claim ignorance or offer excuses for failures in these articles. If anyone did fail in them, the Court would rid its hands of him, whoever he might be, and would no longer content itself with mere scolding. 6: The Court would lay the blame on the Governor and Council in general if the entries in the consultations were not made according to the orders given. The required entries comprised the monthly accounts of the storekeeper, the gunner, the plantation house and the overseers, the retail prices of goods whether from India or Europe, the reports made to the Council and the other matters already directed. The fault would lie with the Governor and Council for not looking better after the secretary to see that he did his duty, although the secretary himself would not go scot-free. 7: The Council had written in paragraph 9 of its letter of 12 January 1716 that its consultations were as large as those of some of the Company's factories where the dealings ran to great sums. The Court replied that this was more than the Council knew or the Court could find

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		Margin Notes: Consultations to be Sent to a month or week before - the Ships Sail Cautions for the forecoming - Business What is Expected to be Entered in - Consultations Consultations - Said to be too large?	to be true. The consultations did appear large, but only because they were written very Interpretations The consultation currency rule in paragraph 4 set a measurable freshness standard for the island's records. Books brought up to within a month of sailing, and ideally to the last week, gave London a near-continuous view of the administration, and the requirement that store books and consultations be carried forward daily removed the practice of writing up records in arrears from memory. The provision for assistants to supply the places of sick officers closed the standing excuse of personal incapacity, which Mr Hancock had used through late 1715 and early 1716 over the general accounts. Paragraph 5 marked a stated change in the Court's disciplinary policy from rebuke to removal. Earlier despatches had answered failures with censure and withheld gratuities, as with the accountant and storekeeper in the despatch of 22 February 1716. The Court now declared that future failure in these named articles would cost the offender his place regardless of rank, which extended the threat to the Governor himself. Paragraph 6 distributed liability for the secretary's defaults upwards to the whole bench. The consultation book was the secretary's charge, but the Governor and Council were made answerable for supervising him, on the established principle that no member's distinct charge was exempt from majority oversight under the despatch of 5 March 1713. The closing reservation kept the secretary personally punishable as well, so supervision and performance carried separate liabilities. The list of required entries in paragraph 6 repeated the journal standard of the despatch of 14 March 1715, which had directed monthly stores accounts, fort and plantation disbursements, prices of all sorts of goods and the entry of reports laid before the Council. The retail price requirement had a particular audit purpose: prices agreed in Council and entered against each invoice were the benchmark by which London tested the storekeeper's later disposals and detected private profit. Speculations The Council's comparison of its consultations to those of the great factories was perhaps an attempt to dress a defect as diligence, and the Court's reply dismantled it on evidential grounds. The directors answered that the claim was more than the Council knew, since no councillor at St Helena had inspected the books of Fort St George or Bombay, and more than the Court could verify from the records at home. The exchange shows the directors policing not only the content of the island's letters but the standing of the comparisons offered in them. The placement of the procedural articles at the front of the letter probably served the same evidentiary purpose as the public reading rule of 5 March 1713. Every General Letter was read in full Council on receipt, so the warnings stood at the head of the text that every member heard, and no later defaulter could plead that the threat of dismissal was buried in the body of a long despatch.
12	5	Capt Jn.o Misenor Comander. very loose but then with the India Consultations - comes other Books which you have little or no - trouble about as Accounts of the pay Master Ware= housekeepers and many others Letters received and sen[...] We direct these things which but very Seldom happe[...] to you to be Entered in your Consultation Book tho' i[...] makes it Something the larger and each ought to be Entered after the end of the Consultation between that and the next referring to Such Entry in the Consultation in the manner Following Viz.t Such a Person brought in his [...]ner Overseer d.o for [...]moved in - case it [...]on in the Same	The consultations appeared large only because they were written very loose. The India consultations came with other books which gave those factories little or no trouble, such as the accounts of the paymaster, the warehousekeepers and many others, and the letters received and sent. The Court directed that such things, which only very seldom happened at St Helena, be entered in the Council's consultation book, although that made the book somewhat larger. Each item was to be entered after the end of the consultation and before the next, with a reference to the relevant entry in the consultation, in the following manner. A person brought

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		[...] the Person and S[...]nd refer - to the Petition as entered after the Consultation and so of all other matters By this means your Proceedings in - Council will lie Compact and close together whereas - now they are So Scattered by Accounts Petitions &c. entered in the Body of the Consultation that makes it troublesom to find out your Proceedings. 8: How often have We directed your Answering our Letter[...] Par. by Par. and yet it is not fully done and Particularly among others the 76. Par. of the Catherines Letter requirin[...] you to Send a List of the Persons Dietting at our Charge - tho' We therein Complain'd it was not Sent notwithstanding[...] our Margin Notes: India Acc.ts Directions how to Enter Acc.s in the Consultation Book Likewise what - relates to Petitions &c. the Easier to be found out fault found for not Answering Par. by Par. And not Sending y. List of those who diett at y. Comp.s Charge	in his [...] overseer [...] for [...]moved in case it [...]ion in the same [...] the person and [...] and a reference made to the petition as entered after the consultation, and so for all other matters. By this means the Council's proceedings would lie compact and close together. As matters stood they were so scattered by accounts, petitions and other papers entered in the body of the consultation that it was troublesome to find out the proceedings. 8: The Court asked how often it had directed the answering of its letters paragraph by paragraph, and yet this was not fully done. Among other particulars, paragraph 76 of the <i>Catherine's</i> letter required the Council to send a list of the persons dieting at the Company's charge, but the list was not sent notwithstanding the Court's complaint Interpretations The filing reform separated the record of decisions from the supporting papers. Accounts, petitions and similar documents were to sit between consultations, each tied to its decision by cross-reference, rather than inside the body of the minute. The arrangement followed the journal standard of the despatch of 14 March 1715, which required the consultation book to read plainly to a stranger, and it served the directors as readers: London audited the island through the books, and proceedings buried among scattered enclosures defeated the audit. The comparison with the India accounts answered the Council's defence from its letter of 12 January 1716 that its consultations matched those of the great factories. The Court's point was structural: Fort St George and the other factories kept separate books for the paymaster, the warehousekeepers and correspondence, so their consultation books recorded business of great value without bulk. St Helena had too little such business to justify separate books, so its consultation book had to carry everything, and size alone proved nothing about the volume of dealings. Paragraph 8 enforced the paragraph-by-paragraph answering rule, the Court's standing device for ensuring that no instruction fell silently out of the correspondence. A reply keyed to each numbered paragraph let the directors see at a glance which orders were obeyed, which refused and which ignored. The unanswered demand cited came from paragraph 76 of the despatch of 14 March 1715 by the <i>Catherine</i>, which required a named list of the persons fed at the Company's charge. That list connected directly to the general table enquiry, since the despatch of 22 February 1716 had already rejected a return of forty unnamed diners and demanded names and allowances per head. Speculations The Court's insistence on naming every person dieting at the Company's charge was probably aimed at the table abuses alleged earlier in this despatch. A named list with allowances exposed exactly who consumed the provision and in what quantity, and made it possible to test the complaint that far more was spent than full attendance by entitled servants would require. Withholding the list, twice demanded and twice not sent, kept that comparison impossible, which is perhaps why the Court treated the omission as significant rather than careless.
13	6	By Ship Princess Amelia. our express Command to have it Can you think We - will always bear Such usage if you do you will find - your selves mistaken and especially the Gov.r whose - more immediate Care it should be, for the future Send - this yearly and enter in your Consultation an Abstracted Account of the Monthly Charge of your Steward in these Particulars What received from the Plantations naming - the Sorts Quantitys & values What the Vallue & Quantity of Arrack What of Wine What of other Europe Liquors - What received from the Storehouse, that We may see how - the	The list had not been sent despite the Court's express command to have it. The Court asked whether the Council could think such treatment would always be borne, and warned that anyone who thought so would find himself mistaken, the Governor especially, whose more immediate care it should be. For the future the list was to be sent yearly. The Council was also to enter in its consultations an abstracted account of the monthly charge of its steward under these particulars: What was received from the plantations, naming the sorts, quantities and values.

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		Totall arises Remember none of these Accounts are to - pass till approv'd by the Council This is the General standing Rule in every Factory in India and must be with you - among others for this reason That We are assured the value of about one thousand Pounds was brought in by the - Steward Mr Byfield which Govern.r Pyke is Credited for in the Storehouse Accounts We understand the Acco.t to be that he furnisht the Table with his Liquors Goods Furniture and other things and made Us pay for them having by his Authority obliged the Entring of them - to his Credit in the Stores We peremptorily order you to See this rectified and never again Allowd & that none of our money be laid out or paid away by any Governour whatsoever but with Allowance of the Council 9: We take it very much Amiss that you have given Us very little or no Answer to our Letter by the Success Margin Notes: Said List to be sent Yearly Stewards Monthly acc.ts to be entered the Particulars. all to be Excused in Consultation £1000 brought in by Mr Byfield of Expences w.ch Gov.r Pyke had Cr. for None of y. Comp.as money to be laid out but w.th Allow= ance of y. Council	What the value and quantity of arrack. What of wine. What of other Europe liquors. What was received from the storehouse. The entries would let the Court see how the total arose. None of these accounts were to pass until approved by the Council. That was the general standing rule in every factory in India and had to apply at St Helena too, among other reasons for this one: the Court was assured that goods to the value of about £1,000 0s 0d were brought in by the steward Mr Byfield, for which Governor Pyke was credited in the storehouse accounts. The Court understood the matter to be that the Governor furnished the table with his own liquors, goods, furniture and other things and made the Company pay for them, having by his authority obliged the entering of them to his credit in the stores. The Court peremptorily ordered the Council to see this rectified and never again allowed, and ordered that none of the Company's money be laid out or paid away by any Governor whatsoever except with the allowance of the Council. 9: The Court took it very much amiss that the Council had given very little or no answer to its letter by the Interpretations The steward's abstract converted the general table from a lump charge into an auditable account broken down by source. Separating what came from the plantations, the storehouse and the liquor supply let London see how the total arose and test it against the named diet list demanded in the previous paragraph. The general table at the fort already ran at £70 0s 0d a month without shipping and up to £120 0s 0d with ships in port, and the despatch of 22 February 1716 had condemned a leager of arrack a month and four to six bottles of wine a day as excessive on an island that returned the Company nothing. The Byfield charge gave the table allegations a precise financial shape. The Governor stood accused of supplying the table from his own goods at about £1,000 0s 0d and using his authority over the stores to have the value entered to his own credit, so that the Company bought its Governor's private property at prices he in effect set himself. The mechanism inverted the anti-engrossing policy of the despatch of 5 March 1713, which had stripped Council members of private plantations precisely to separate their property from the Company's accounts. The closing order subjected all expenditure to collective consent. No Governor whatsoever could lay out or pay away Company money without the allowance of the Council, which extended to cash the rule already governing stores, where no goods issued without a warrant signed by the Governor and Council. The phrase reached beyond Pyke to bind every successor, converting a censure of one man into a permanent constitutional limit on the office. The requirement that no account pass until approved in Council, described as the standing rule of every factory in India, applied the eastern establishment's audit discipline to the island. Approval in Council spread responsibility for every account across all signatories, so a false entry needed the connivance of the majority rather than the act of a single officer. Speculations The steward's office perhaps offered the cleanest channel for the abuse precisely because it sat outside the five distinct Council charges established on 5 March 1713. The accountant, storekeeper and secretary each answered for a defined book, but the table's supply ran through a household servant under the Governor's immediate authority, and entries made on the Governor's order could pass into the storehouse accounts without any councillor's signature. The Court's remedy, monthly abstracts approved in Council, pulled

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			that household channel inside the collective audit for the first time. The £1,000 0s 0d figure probably reached London through the same private complaints recited at the head of the despatch, since the storehouse accounts themselves would show only a credit to the Governor, not its impropriety. The Court's phrase that it was assured of the value suggests an informant with sight of the stores books, which points again to the divided Council as the Court's source of intelligence against its own Governor.
14	7	Capt.n Jn.o Misenor Comander Success arrived with you the 15th June tho' you had her to the 25th of July following when you wrote by the - Amelia, As to those parts which respected the Charges on the Governour or any of you or the Survey or Valu= ation of the Goods receiv'd there is Some appearance - for excuse but not for the most Part of the rest of that Letter The pretence of taking up your time in receiving her Goods ashore has no greater weight in it for in yours of the 29th June you say she was then near Unladen had you done your duty you should have Sat about it from day to day considering you had no other Ship to - Expect that would Arrive here before the time of Sending out our Store Ship and that would be a years Loss in the even[...] before We could Send you orders thereupon We cant bear Such Usage If you expect to continue eating our Bread - let Us have no more cause to complain on this Account - among others. 10: You advise to have Sent by Gov.r Harrison the Compa= nys General Orders Copyd out It should have come in our Packett We have receiv'd it but very lately being Mislaidd The Alphabet is Pritty well done but the Copying of the Orders is not entered in Order of time nor ranged under - the respective proper heads, which We orderd Should be done to See the easier every order of each together many things therein seem inserted only to Swell the Volume To do it right and to Answer our Aim you need Margin Notes: Blame for not - Answering y. Suc= cess. Letter Sooner the ill Consequence Never to do y. Same again About y. General Orders form.ly Orderd	Blame fell on the Council for not answering the Court's letter by the <i>Success</i>, which arrived with the Council on 15 June, although the Council had her until 25 July following, when it wrote by the <i>Amelia</i>. As to the parts of that letter concerning the charges on the Governor or any of the members, or the survey and valuation of the goods received, there was some appearance of excuse, but not for most of the rest. The pretence that time was taken up in receiving her goods ashore carried no greater weight, for the Council's letter of 29 June said she was then near unladen. Had the members done their duty they would have set about the answer from day to day, considering that no other ship could be expected before the time of sending out the store ship, and that the delay would mean a year's loss before the Court could send orders on the reply. The Court could not bear such treatment. If the members expected to continue eating the Company's bread, they were to give the Court no more cause to complain on this account among others. 10: The Council advised that the Company's general orders, copied out, were sent by Governor Harrison. The copy should have come in the packet. The Court received it only very lately, the volume having been mislaid. The alphabet was pretty well done, but the copying of the orders was not entered in order of time nor arranged under the proper heads, which the Court had ordered so that every order on each subject could be seen the more easily together. Many things in it seemed inserted only to swell the volume. To do it right and to answer the Court's aim, the Council would need Interpretations The Court built its case for negligence out of the Council's own correspondence. The unloading excuse collapsed because the letter of 29 June recorded the <i>Success</i> as nearly unladen, which left twenty-six idle days before the letter of 25 July went by the <i>Amelia</i>. The method matched the Court's standing rule of the despatch of 5 March 1713 that all business be transacted in writing, since every dated letter became evidence that could later convict its writers. The year's-loss arithmetic explained why a late answer was treated as a serious offence rather than a discourtesy. Correspondence moved on an annual cycle built around the store ship, so a reply that missed one conveyance delayed the Court's counter-orders by a full year. The same shipping rhythm had already driven the accounts deadline in this despatch, where records missing the May or June departures lost their year. The threat about eating the Company's bread restated the new disciplinary policy of this despatch in personal terms. Bread stood for place, salary and diet together, and the warning followed the declaration earlier in the letter that the Court would rid its hands of any defaulter, whoever he might be, rather than content itself with scolding. The general orders volume was the extract book first ordered by the despatch of 5 March 1713 and reiterated by the despatch of 4 February 1714, which was to reorganise the General Letters by subject under proper heads with marginal references, as an operational manual of standing orders. The despatch of 14 March 1715 had already rebuked nearly seventeen months of delay on it.

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			The version now received failed its purpose in structure: an alphabetical index could locate a word, but only chronological entry under subject heads showed how successive orders on one matter modified each other, which was the point of the compilation. Governor Harrison appears as the private carrier of the volume home. Sending it by a returning officer's hands rather than in the sealed packet broke the standing transmission discipline, and the consequence followed at once, since the volume was mislaid and reached the directors only very lately. Speculations The padding of the volume was perhaps a device to convert a rebuked arrear into apparent industry. A compilation swollen with needless matter looked like the product of long labour and so excused the seventeen months it had taken, while the omission of subject ordering, the only part requiring judgement, suggests the work was given to a copyist rather than done by the Council members charged with it. The Court's sharper tolerance of delay on most of the letter, while allowing some excuse for the parts charging the Governor and the valuation of goods, probably reflected procedural fairness rather than indulgence. Charges against named officers needed enquiry, testimony and perhaps the survey of goods before a defensible answer could go home, whereas the routine heads needed only diligence, so the Court measured each part of the silence against the time it genuinely required.
15	8	By Ship Princess Amelia. need only to have taken a full Abstract or Summary of the Rules you found relating to each head in the - Par.as mentioning the number of the Par.a and at the end of all those Contained in each Letter mentiond the Letter wherein they were Something after the manner of the Table in the Statute Book but fuller which the Gov.r doubtless Understands, but to enter whole Par.as - when it may be the Rule or Direction was containd - in two or three Lines & the rest was only reasoning - upon it or finding fault with what ill done makes the - Collection very tedious and difficult and much more so by the Addition made of other matters not relating - to standing Orders, All the Rules or By Laws given by the then Company on the redelivery of the Island to them Should be entered as you have in the very words but as - to Some of them Such as making treble or fourfold - Restitution for any thing Stole and other matters We dont confirm them tho' We believe they might be well intended and design'd in Terrorem In all cases wherein We have not given Particular Directions touching Pun= nishments of body or Purse keep your Selves as near - as may be to the Laws of England for whatsoever - Exceeds will be Accounted Arbitrary and give a handle to designing People to raise Clamour or to Tyranical People on the Island to vent their Spleen. We Margin Notes: Directions therein the treble or 4 fold Restitution for Stolen things not Confirmed tho' well intended Where no Directions are given relating to Punnishm.ts to keep near to the Laws of Engl.d	To do the work right, the Council needed only to take a full abstract or summary of the rules it found relating to each head, in paragraphs mentioning the number of the paragraph, and at the end of all those contained in each letter to mention the letter in which they stood, somewhat after the manner of the table in the statute book but fuller, which the Governor doubtless understood. Entering whole paragraphs made the collection very tedious and difficult, when the rule or direction might be contained in two or three lines and the rest was only reasoning upon it or finding fault with what was ill done. The addition of other matters not relating to standing orders made the collection more tedious still. All the rules or by-laws given by the then Company on the redelivery of the island to it should be entered in the very words, as the Council had done. Some of them, however, such as the making of treble or fourfold restitution for anything stolen, and other matters, the Court did not confirm, although it believed they might be well intended and designed as a deterrent. In all cases where the Court had given no particular directions concerning punishments of body or purse, the Council was to keep itself as near as might be to the laws of England, for whatever exceeded them would be accounted arbitrary and would give a handle to designing people to raise clamour, or to tyrannical people on the island to vent their spleen. Interpretations The Court's editorial instruction defined the extract book as a digest rather than a copy. Each standing rule was to be abstracted to its operative substance with the paragraph number and the source letter cited, on the model of the table in the statute book, the printed subject index to the English statutes. The complaint that whole paragraphs were copied when the direction itself ran to two or three lines identifies the failure of judgement in the version received: the Court's letters mixed binding orders with reasoning and rebuke, and the compiler's task was to separate the first from the rest. The passage performed a quiet review of the island's inherited legislation. The rules and by-laws given on the redelivery of the island refer to the legislative instruments of the old Company under the chartered power of the letters patent of 16 December 1673, such as the by-laws of 20 March 1680 and the laws and

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			constitutions of 14 March 1684 and 30 March 1685. The United Company, formed by the union of 1709, here confirmed that corpus selectively: the texts were to stand in their very words, but multiple restitution for theft and other unnamed provisions lost their force for want of confirmation. The treble or fourfold restitution rule made a thief repay three or four times the value of the goods stolen, a penalty drawn from scriptural and older English precedent rather than the current law of England. The Court's refusal to confirm it, while allowing it was well intended as a deterrent, applied the conformity principle of the founding grant, which required the Company's laws to be reasonable and not repugnant to the laws of England. The closing rule converted that principle into a standing test for punishment. Wherever London had given no particular direction on penalties of body or purse, English law set the ceiling, and any excess was defined in advance as arbitrary. The Court's stated reasoning was political as much as legal: excessive punishment armed designing people to raise clamour at home, where petitions such as Adaire's over the quarry labour of the <i>Eagle Galley's</i> men had already reached the directors and the Court of Admiralty, and licensed tyrannical people on the island to indulge private malice under colour of justice. Speculations The reference to clamour and spleen probably drew directly on the Court's recent experience of both. The Adaire petition of the despatch of 14 March 1715 showed how island punishments could be turned into legal and public trouble in London, and the prosecution of Mr Tovey on the statute of stabbing, condemned in the despatch of 22 February 1716 as the product of particular spleen, showed penal process used as a weapon in Council feuds. The English-law ceiling answered both risks at once by removing the discretionary severity on which each depended. The instruction to preserve the old Company's island legislation in its very words, while refusing confirmation to parts of it, perhaps reflects the legal caution of the united Company about its inherited powers. Exact texts preserved the chain of authority back to the letters patent, while selective confirmation let the directors prune provisions that might not survive scrutiny in England without conceding that the old corpus had lapsed as a whole.
16	9	Capt. Jn.o Misenor Comd.r 11: We now proceed to say what We think Proper on Considering the entrys in Consultation, the Papers in the Packetts and the Severall Letters received from - you by our Shiping Viz.t of the 12 & 13th Janry 1716 by - the Catherine of the 15th & 23th Febry by the Arabella of the 7th March by the British Merchant of the 18th D.o by the Drake of the 28th Aprill 1717. by the King George of the - 8th by the Dartm.o of the 29th June by the Stanhope and 25th July following by the Amelia Under the following general Heads after having told you That We expect you remember & Perform the Promises therein made and First concerning Shipping returned & Sent or Sending out 12: The Ships arrived with us since our last and when are as follows, The Catherine from Bombay the 12th Aprill, The - Carbonel from Fort St George & the Arabella from the - Bay the 16 of May, The King George the 28th June with - Gover.r Harrison aboard from Fort St George The Success the 28th July from Bombay, The Grantham the 29. Ditto from the Bay, The Dartmouth last from Madrass & The Borneo from Bencoolen the 3.d August the Stringer Galley & Susanna - from China The Brittish Merch.t from Mocha after their - Deviation to a long stay at Lisbon Arrived the 18.th 19 & 20 Aug[...]. The Stanhope from Bombay the 6th of Sept.r and The Amelia from	11: The Court now proceeded to say what it thought proper on considering the entries in consultation, the papers in the packets and the several letters received from the Council by the Company's shipping, namely of 12 and 13 January 1716 by the <i>Catherine</i>, of 15 and 23 February by the <i>Arabella</i>, of 7 March by the <i>British Merchant</i>, of 18 March by the <i>Drake</i>, of 28 April 1717 by the <i>King George</i>, of 8 [...] by the <i>Dartmouth</i>, of 29 June by the <i>Stanhope</i> and of 25 July following by the <i>Amelia</i>. The Court would write under the following general heads, after telling the Council that it expected the promises made in those letters to be remembered and performed. First, concerning shipping returned and sent or sending out. 12: The ships arrived with the Court since its last letter, and the dates of arrival, were as follows. The <i>Catherine</i> came from Bombay on 12 April. The <i>Cardonel</i> came from Fort St George and the <i>Arabella</i> from the Bay on 16 May. The <i>King George</i> arrived on 28 June with Governor Harrison aboard from Fort St George. The <i>Success</i> came from Bombay on 28 July. The <i>Grantham</i> came from the Bay on 29 July. The <i>Dartmouth</i>, last from Madras, and the <i>Borneo</i>, from Bencoolen, arrived on 1 August. The <i>Stringer Galley</i> and the <i>Susanna</i> from China, and the <i>British Merchant</i> from Mocha after her deviation to a long stay at Lisbon, arrived on 18, 19 and 20

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		thence the 7th of Oct.r We are endeavouring to right - our selves for that Deviation and thereby to Deterr all - others Margin Notes: Recitall of Sev.l L.rs from [...] to Engl.d Time and Sever.ll Ships Arrivall	August. The <i>Stanhope</i> came from Bombay on 10 September and the <i>Amelia</i> from Bombay on 7 October. The Court was endeavouring to right itself for that deviation and thereby to deter all others Interpretations The recital of letters received fixed the documentary baseline for the whole despatch. Eight Council letters across seven ships, running from 12 January 1716 to 25 July, were named with their conveyances so that every later rebuke could be tied to a dated text, and the demand that promises made in them be remembered and performed converted the Council's own assurances into enforceable undertakings. The letter of 12 January 1716 was the one whose ninth paragraph, comparing the island's consultations to the great factories, the Court had already dismantled. Governor Harrison, the private carrier of the mislaid general orders volume, is here identified as coming home from Fort St George on the <i>King George</i> on 28 June. His passage through St Helena on a homeward Indiaman explains how the volume left the island outside the sealed packet, since the Council handed it to a senior passenger rather than to the captain's despatches. The <i>British Merchant's</i> deviation to a long stay at Lisbon was a charter party offence. The standard charter bound a ship to her stated voyage, and an unauthorised call at a foreign port with Company cargo aboard exposed the goods to risk and the owners to penalty. The Court's statement that it was endeavouring to right itself for the deviation and thereby deter all others points to a freight or damages claim against the owners prosecuted in London as an example to the rest of the chartered fleet. The arrival list itself shows the annual rhythm against which the Council's correspondence was judged. Eleven ships reached England between April and October, nearly all of them touching at St Helena, and each was a conveyance the Council either used or missed. The Court's earlier complaint about the unanswered letter by the <i>Success</i> drew its force from precisely this density of homeward shipping. Speculations The instruction to remember and perform the promises made in the eight letters was perhaps aimed at a pattern the Court had learned under the previous administration, where undertakings were given ship by ship and quietly dropped once the conveyance sailed. Mr Hancock's successive promises about the accounts through late 1715 and early 1716 followed exactly that shape, and the Court's phrase served notice that each dated promise now stood on the record for audit against performance. The pairing of the <i>Stringer Galley</i> and the <i>Susanna</i> from China reflects the deliberate practice of sailing China ships home in company. The cargoes from Canton were the most valuable in the fleet, and the despatch of 22 February 1716 had already warned of Swedish privateers and projects to surprise homeward Indiamen in or near the Downs, so consortship through the last leg perhaps served as the standing insurance against both capture and accident.
17	10	By Ship Princess Amelia others from the like Unaccountable Mannagem.t 13: The Ships taken up this Season for all Parts of - the East Indies are Viz.t The Heathcote 400 Tons Capt Joseph Tolson for the Bay The Derby 460 Capt Will.m Fitzhugh for Fort St Geo The Cardonnel 300 Capt Will.m Newson for Mocha The Carnarvon 350 Capt Josiah Thwaites For China The Hartford 290 Capt Tho. Newsham For China The Mary 450 Capt Rich.d Holden For y. Coast & Baye The King George 450 Capt Sam.l Lewis For y. Coast & Baye The Grantham 450 Capt Tho. Collett For y. Bay The Addison 470 Capt Zachery Hicks For Bombay	The Court hoped by that course to deter all others from the like unaccountable management. 13: The ships taken up this season for all parts of the East Indies were as follows. The <i>Heathcote</i> 400 tons, Captain Joseph Tolson For the Bay The <i>Derby</i> 460 tons, Captain William Fitzhugh For Fort St George The <i>Cardonnel</i> 300 tons, Captain William Mawson For Mocha The <i>Carnarvon</i> 350 tons, Captain Josiah Thwaites For China The <i>Hartford</i> 290 tons, Captain Thomas Newsham For China

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		The Dartmouth 450 Capt Roger Carter For Bombay The Stanhope 420 Capt Henh.w Geo Pitt For Bombay The Queen 330 Capt Jn.o Martin For Bencoolen The Amelia 350 Capt Jn.o Misenor For St Hel. & Benc.on 14: The Derby Heathcote and Cardonnel Sailed out of the Downs the 13th Novemb.r The Carnarvon & Hartford after Some detention by Contrary Winds the 22d Dec.br The King George, Mary & Grantham the 15 Janry The Addison - Stanhope & Dartmouth the 8th of March with a fair Wind, the Queen hath been dispatcht by Us Several days. 15: This comes to you by the Amelia in her Packet you will find her Invoice Bill of Lading & Charterparty - with other Necessary Papers, Take care to Send her Charterparty in your Packett to Bencoolen We Margin Notes: Amelia. Charterp.ty to send to Bencool.n	The <i>Mary</i> 450 tons, Captain Richard Holden For the Coast and Bay The <i>King George</i> 450 tons, Captain Samuel Lewis For the Coast and Bay The <i>Grantham</i> 450 tons, Captain Thomas Collett For the Bay The <i>Addison</i> 470 tons, Captain Zachary Hicks For Bombay The <i>Dartmouth</i> 450 tons, Captain Roger Carter For Bombay The <i>Stanhope</i> 420 tons, Captain Henbro George Pitt For Bombay The <i>Queen</i> 330 tons, Captain John Martin For Bencoolen The <i>Amelia</i> 350 tons, Captain John Misenor For St Helena and Bencoolen 14: The <i>Derby</i>, <i>Heathcote</i> and <i>Cardonnel</i> sailed out of the Downs on 13 November. The <i>Carnarvon</i> and <i>Hartford</i>, after some detention by contrary winds, sailed on 22 December. The <i>King George</i>, <i>Mary</i> and <i>Grantham</i> sailed on 15 January. The <i>Addison</i>, <i>Stanhope</i> and <i>Dartmouth</i> sailed on 8 March with a fair wind. The <i>Queen</i> had been despatched several days before. 15: This letter came to the Council by the <i>Amelia</i>. In her packet the Council would find her invoice, bill of lading and charter party, with other necessary papers. The Council was to take care to send her charter party in its packet to Bencoolen Interpretations The outward list shows thirteen ships of about 4,920 tons taken up for the season, against twelve ships of about 4,260 tons in the fleet of the despatch of 14 March 1715. Several names recur from earlier fleets under new commanders: the <i>Mary</i> again under Captain Richard Holden for the Coast and Bay as in 1714, the <i>King George</i> under Captain Samuel Lewis and the <i>Grantham</i> under Captain Thomas Collett as in 1715, while the <i>Dartmouth</i> sailed under Captain Roger Carter where Captain Thomas Cleare commanded her in 1714. The Company hired its ships by charter rather than owning them, so the recurrence of hulls and the rotation of captains reflect the standing pool of owners' tonnage from which each season's fleet was taken up. The <i>Amelia</i> of paragraph 15, 350 tons under Captain John Misenor for St Helena and Bencoolen, is the <i>Princess Amelia</i> of the heading, given in the short form the clerk used throughout. Her routing matched the <i>Catherine</i> of 1715 and the <i>Rochester</i> of 1713, the dedicated store ships that served the island and went on to Sumatra, and her papers followed the standard pattern: invoice and bill of lading for the island's cargo, with the charter party forwarded by the Council to the Deputy Governor and Council at Bencoolen, who needed its terms to govern the ship's lading and demurrage at their end. The staggered sailings of paragraph 14 set the calendar for the Council's obligations. Ships leaving the Downs between 13 November and 8 March would pass St Helena from the spring onward, and the homeward calls that followed were the conveyances against which the consultation currency rule and the accounts deadline of this despatch would be measured. Speculations The two small China ships, the <i>Carnarvon</i> at 350 tons and the <i>Hartford</i> at 290 tons, perhaps reflect the Court's risk management on the Canton run rather than any want of cargo. Dividing the season's treasure and tea between two modest hulls sailing in company limited the loss from a single capture or wreck, the same logic visible in the paired homeward arrival of the <i>Stringer Galley</i> and <i>Susanna</i> from China in paragraph 12, and in the warnings of the despatch of 22 February 1716 about privateers watching for homeward Indiamen. The early and separate despatch of the <i>Queen</i> for Bencoolen probably answered the supply needs of the

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			western Sumatra factory rather than the convenience of the fleet. Bencoolen depended on outward shipping for provisions and stores, and a vessel sent ahead of the main season secured the factory against the failure or delay of the ships routed through St Helena.
18	11	Capt: Jn.o Misenor Comd.r 16: We have resolved for Several reasons & among others those - given you last year to continue our Com.tee of Secrecy who now are The Chairman Mr Wordsworth the Deputy Mr Lyel S.r Rob.t Child, Mr Dawsonne and S.r Gregory Page whose Orders or the Orders of any three of them We hereby require you the Governour Singly and you the Gov.r & Council to observe & follow as fully as if Sign'd by the whole - Court and We will indemnify you for So doing. 17: We observe the Account you give of Shiping with - you and what news you have of those Else where but why need you repeat in Subsequent Letters the account mention[...] in the former of which you send the Duplicates This serves for no Purpose but to Swell the Letters needlessly. 18: Touching the unlading of ships in Ten working days We have Wrote the needfull formerly and by the Success We give Some Orders Concerning Entrys in Consultations of the Boats bringing ashore the Goods which take care be - comply'd with. 19: We told you last year the new Charterparty hath a - clause in it about Goods Damag'd or Short Deliver'd which reduces that matter to a greater Certainty Do you observe it as often as the Occasion requires 20: We find you are resolved to justify your Selves in your Severity to the Eagles men however dont give Us another Occasion to Censure Such Unjustifiable Mannagement - You ought to Suppress all Attempts toward Pyracry but ought Margin Notes: Cont.n of the - Secret Committee their Ord.rs to be obeyd as tho' Sign'd by all y. Court No need of repeating news of Ships in Subsequent Lett.rs Relating to the unlading Store Ships Refer to Charterp.ty for Goods Damag'd or Short Deliv.d ab.t y. Eagles - men	16: The Court resolved, for several reasons and among others those given to the Council last year, to continue its committee of secrecy. The members now were the chairman Mr Wordsworth, the deputy Mr Lyel, Sir Robert Child, Mr Dawsonne and Sir Gregory Page. The Court required the Governor singly, and the Governor and Council together, to observe and follow their orders, or the orders of any three of them, as fully as if signed by the whole Court, and the Court would indemnify them for doing so. 17: The Court observed the account the Council gave of shipping with it, and the news it had of ships elsewhere. The Council had no need to repeat in later letters the account mentioned in the earlier ones of which it sent the duplicates. The repetition served no purpose but to swell the letters needlessly. 18: Concerning the unloading of ships in ten working days, the Court had written what was needed before, and by the <i>Success</i> it gave some orders about entries in consultations of the boats bringing the goods ashore, which the Council was to take care to comply with. 19: The Court had told the Council last year that the new charter party had a clause in it about goods damaged or short delivered which reduced that matter to a greater certainty. The Council was to observe the clause as often as the occasion required. 20: The Court found the Council resolved to justify itself in its severity to the <i>Eagle's</i> men. The Council was not to give the Court another occasion to censure such unjustifiable management. The Council ought to suppress all attempts towards piracy, but ought Interpretations The committee of secrecy continued the body first appointed under the despatch of 22 February 1716, with its membership reshuffled. Sir Gregory Page, Sir Robert Child and Mr Dawsonne remained from the original four, Henry Lyell now sat as deputy chairman, and the chairman Mr Wordsworth joined in place of binding the committee to four named members. The constitutional device was unchanged: orders of any three bound the bench as if the whole Court had signed, with an indemnity protecting the Governor and Council for obedience, so that interloper enforcement and other sensitive measures could issue without passing through the full Court and its leakier general correspondence. The express binding of the Governor singly, as well as the Governor and Council together, closed a gap in the original commission. A secret order might need execution before the Council could meet, or against the Council's own interest, and the new wording denied any member the argument that instructions outside the ordinary General Letter required collective adoption before they took effect. The damaged-goods clause invoked in paragraph 19 came from the remodelled charter party announced in the despatch of 22 February 1716, whose folio 5 contained the plain rule for adjusting damaged outward goods, with early notice to be given to the masters on pain of the Company bearing the loss. The Court's reminder made the Council's use of the clause a standing duty on every occasion, since the contractual remedy lapsed where the bench failed to document damage and give notice in time. Paragraph 20 reopened the affair of the <i>Eagle Galley's</i> men, whom Governor Pyke had kept in irons for months at labour in the quarries. The despatch of 14 March 1715 had condemned that punishment as too grievous for any crime less than capital and as despotic authority unseasonably shown, and the men were then

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			seeking their remedy at the Court of Admiralty. The Council's continued self-justification drew a measured reply: the Court restated the duty to suppress anything tending to piracy while refusing to retract its censure, holding both that mutiny at sea was a real danger and that the island's response to it had been unjustifiable. Speculations The elevation of the Court's chairman and deputy chairman into the committee of secrecy perhaps marked a tightening of central control rather than a routine renewal. The original committee of 22 February 1716 was a delegation of named directors; the new composition placed the Company's two presiding officers at its head, which concentrated the secret channel in the hands of those who already governed the Court's agenda and made its orders harder for the bench to distinguish from the will of the whole Court. The rebuke about repeated shipping news points to the cost structure of the correspondence itself. Every letter was copied several times for despatch by different ships, and duplicated news multiplied the clerical labour at both ends while adding nothing, so the Court's insistence on incremental reporting against the duplicates already sent was an economy measure as much as a stylistic one.
19	12	By Ship Princess Amelia ought not under that Suspicion to Act unwarrantably - for fear one time or other you feel the Smart of it Let the Captains punish their own men. 21: You ought to have demanded in writing in our name an Account of what Goods Capt Mawson in the Cardonnel washt at Lemon Valley then if he had refused you Should have Protested against him and in all Cases where Captains behave themselves disrespectfully towards you as you write he did in this and in denying to tell you when he designed to Sail Trans =act with them in Writing, that best Ascertain the facts and discovers the falsity of misrepresentations But as to rewasht - Goods when We know what they are and how the Bales are markt & numberd We take care to put them up with all faults whereas when the Damage is not very visible at the first opening We Sell them as Sound and are forced - sometimes to make larger allowances to the Buyers - if they Complain than the difference at the Candle between Such Goods Sold as found and the Same Sorts Sold with all faults as was the Case in Some of the St Georges and other Ships Goods. 22: We cant at all Approve of your reasons why you would Send no Packet by the Cardonnel because of the Captains unbecoming carriage to you ought your Quarrels to hinder Us of the benefit of your Advices. 23: Touching Capt.s or others conveying Goods Clan= =destinely ashore We Shall give you our Orders under Margin Notes: Capt.s to punish - their own men Relating to Dam= mag'd Goods - washt here. No Pack.t by Cardon.l sent	The Council ought not, under that suspicion, to act unwarrantably, for fear that one time or other it would feel the smart of it. The captains were to punish their own men. 21: The Council ought to have demanded in writing, in the Court's name, an account of what goods Captain Mawson in the <i>Cardonnel</i> washed at Lemon Valley. If he had then refused, the Council should have protested against him. In all cases where captains behaved disrespectfully towards the Council, as he did in this and in refusing to tell the Council when he intended to sail, the Council was to transact with them in writing, which best established the facts and exposed the falsity of misrepresentations. As to rewasht goods, when the Court knew what they were and how the bales were marked and numbered, it took care to put them up for sale with all faults. When the damage was not very visible at the first opening, the Court sold them as sound, and if the buyers complained it was sometimes forced to make them larger allowances than the difference at the candle between such goods sold as sound and the same sorts sold with all faults, as happened with some of the <i>St George's</i> and other ships' goods. 22: The Court could not at all approve of the Council's reasoning in sending no packet by the <i>Cardonnel</i> because of the captain's unbecoming conduct towards it. The Council's quarrels were not to deprive the Court of the benefit of its advices. 23: Concerning captains or others conveying goods clandestinely ashore, the Court would give its orders Interpretations The rule that captains punish their own men drew the jurisdictional line that the <i>Eagle Galley</i> affair had crossed. Discipline over a ship's crew belonged to her commander under the maritime law that the Admiralty enforced, and Governor Pyke's personal punishment of another commander's men, by irons and quarry labour, was the act for which the men were pursuing their remedy at law in London. The instruction let the island assist against mutiny and piracy while keeping the penal authority where the legal liability already sat. The writing rule of paragraph 21 applied the standing principle of the despatch of 5 March 1713, that all business with ships' captains be transacted in writing, to the contests of will between bench and commander. A written demand in the Company's name, followed by a formal protest on refusal, generated the evidence on which London could charge a captain or his owners,

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			whereas spoken exchanges left only competing accounts. Captain Mawson's offences, washing cargo at Lemon Valley without account and concealing his sailing time, were each attacks on the island's control of ship movements and goods, and each was answerable only if documented. The washing of goods at Lemon Valley concerned sea-damaged bales of cloth landed for drying and repacking, the practice the despatch of 22 February 1716 recorded at that anchorage and at the plantation house. The Court's explanation of its sales practice shows why an exact account mattered: at the auction by inch of candle, goods declared with all faults fetched an honestly discounted price, but concealed damage discovered after a sale as sound forced the Court into compensating allowances that exceeded the candle difference, as with the <i>St George's</i> cargo. An unrecorded rewashing at the island therefore planted hidden losses in the London sales. Paragraph 22 separated the duty of correspondence from the quarrels of the road. The Council had withheld its packet from the <i>Cardonnel</i> to spite her captain, which cost the directors a conveyance of intelligence in a system where each homeward ship might be the only carrier for months. The Court ranked its advices above the bench's dignity and refused to let a dispute with a commander interrupt the chain of reporting. Speculations The candle reference points to the Company's standard auction method, where bidding ran while a small candle burned and the last bid before the flame died took the lot. The Court's complaint that complaints after such sales forced allowances larger than the candle difference suggests buyers exploited discovered damage to reopen concluded bargains, so the true cost of a concealed rewashing at St Helena was not the discount itself but the loss of finality in the sale. The Council's withholding of the packet from the <i>Cardonnel</i> was perhaps intended as the only sanction within its reach against a defiant captain, since a commander who concealed his sailing time could not be held to the unloading and protest procedures. The Court's rebuke closed off that weapon and left the bench with the written protest as its sole lawful instrument, which kept punishment of commanders in London where the charter parties and the owners could answer for it.
20	13	Capt. Jn.o Misenor Comd.r under the head of Revenues. Secondly concerning Goods or Stores Sent from England or received from India 24: We find in the Successes General Letter Several - Directions under this head which else would have been proper to have inserted herein, to them We refer you. 25: You give Us no Account whether you received any or what Wine by her tho' We told you We had Orderd 25. Pipes to be brought you from the Maderas So that if you had any just reason to Complain of the Said Wine or - its Cask the Acco.t now will come too late for this Year - to give any notice to remedy it Altho' We have order'd One hundred Pipes to be taken in there & carryed to Fort St George nor have you mentioned one word whether you - receiv'd any Vine plants Altho' in Par.a 12. of the 12th Janry you intimated how much you wanted them. 26: The Invoice & Bill of Lading will Shew you the Particulars of what sent you by this Ship Amelia, for the future when ever you send an Indent of what wanted - take care to send Us an Acco.t of remains which often will give Us aim The Indent We find is generally drawn by - the Govern.r We direct he do lay it before the Council to be - there Consider'd and when Approved dated & Sign'd by them to Shew they have So done Put the Numbers all in words at length in the lines that mention the Several Species of Goods desired and in the outward Column put	The orders on clandestine landings would be given under the head of revenues. Secondly, concerning goods or stores sent from England or received from India. 24: The Court found in the <i>Success's</i> General Letter several directions under this head which would otherwise have been proper to insert here. The Council was referred to them. 25: The Council gave the Court no account of whether it received any wine, or how much, by the <i>Success</i>, although the Court had told the Council it had ordered 25 pipes to be brought from Madeira. If the Council had any just reason to complain of that wine or its cask, the account would now come too late for this year for any notice to remedy it, although the Court had ordered 100 pipes to be taken in there and carried to Fort St George. Nor had the Council mentioned one word of whether it received any vine plants, although in paragraph 9 of the letter of 12 January it stated how much it wanted them. 26: The invoice and bill of lading would show the Council the particulars of what was sent by this ship, the <i>Amelia</i>. For the future, whenever the Council sent an indent of what was wanted, it was to take care to send the Court an account of remains as well, which would often give the Court its aim. The Court found that the indent was generally drawn by the Governor. The Court

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		Margin Notes: Directions in the Success. L.rs refer'd to. Madera Wine Omitted to Ad= =vise of. Indent of Stores for this Isl.d w.th Acc.o of Remains Means time the Method.	directed that he lay it before the Council, to be considered there, and when approved, dated and signed by the members to show they had done so. The numbers were to be put all in words at length in the lines that mentioned the several species of goods desired, and in the outward column Interpretations The wine paragraph audited the Madeira programme established under the despatch of 4 February 1714 and continued by the order of 22 February 1716 for the <i>Success</i> to take in 25 pipes from Mr Hayward, the Company's merchant there. A pipe was the large cask of about 105 gallons in which Madeira travelled, so the consignment was a substantial year's supply intended to displace arrack at the island. The Court's complaint shows how the remedy chain worked: defects in wine or cask could be charged to the supplier or the ship only on timely notice, and the Council's silence let the year's claim lapse. The 100 pipes ordered onward to Fort St George mark the scale of the same trade on the eastern stations, with St Helena as the natural reporting point on the quality of what Hayward shipped. The account of remains required with every indent completed the supply audit loop. An indent alone told London what the bench said it wanted; set against a stock return it showed what the island actually consumed, exposed over-ordering and gave the Court its aim in deciding quantities. The requirement built on the yearly stores inventory under two signatures endorsed in the despatch of 22 February 1716 and on the tiered indent reform of the same letter, which had already rebuked indents fit to fill two or three large ships. The indent procedure of paragraph 26 stripped the Governor of sole control over what the island asked for. An indent drawn by the Governor alone could conceal private wants among public ones, the very mechanism alleged in the Byfield affair earlier in this despatch, where the Governor's goods passed into the Company's accounts on his own authority. Consideration in Council, with date and signatures attesting approval, made every member answerable for the demand sent home. Writing the quantities in words at length was a fraud control on the document itself. Figures in a column could be altered by adding a digit after signature, but a quantity spelled out in the line of text could not be raised without visible erasure, so the rule protected the signed indent between the island and London. The despatch of 5 March 1713 had imposed the same rule on the island's papers generally, requiring all numbers in words at length as well as figures. Speculations The Court's pointed reminder that the complaint window had closed for the year was perhaps less about this consignment than about training the bench in commercial timekeeping. Wine was the one commodity where the Company now acted as bulk importer for the island's health policy, and a Council that reported defects a year late made the Madeira contract unenforceable, so the rebuke taught that every supply line carried a reporting deadline set by the shipping cycle. The observation that an account of remains would often give the Court its aim probably reflects the directors' experience of indents as instruments of appetite rather than need. The stores writer reform of 14 March 1715 and the inventory pairing of Mr Goswell and Mr Bazett gave the island the means to know its own stock, so the new rule perhaps aimed to force those instruments into use by making each year's demand answerable to the previous year's count.
21	14	By Ship Princess Amelia. put the Said numbers in figures in the Demand or - Indent put down the quantities absolutely necessary - for the Expence of a whole year and then draw out - another like Indent, and therein put what more you desire of every	The Court directed that the figures in the demand or indent should record only the quantities absolutely necessary for the expense of a whole year. The Council was then to draw up a second indent of the same kind, listing whatever further goods or stores it believed would

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		Sort of Goods or Stores which you apprehend would Sell Rank the Goods and Stores in this last List in the Same Order as to the Several Species with the - first, by this method We may the more readily Compare them one with another Be Sure this be done in all time to come and sent by every Shipping and if you find - cause to alter your Opinions afterwards advise it w.th the reason By this means We Shall be able to make a Judgement what is necessary first to provide and as - We have Tonnage to Send you more or less of the Additi= onal Indent after the first is Complied with and then We Shall have no more need to Complain as hitherto of the Monstrous demands in your List of Goods Suffi= cient to fill up our part of the Tonnage of two or three Ships, Whereas your experience tells you We send you but one a year and that Costs Us a great deal of Money on Account of her Deviation and Stay, when We have a fair opportunity We design to send you a Ship on Purpose to - be filled with Timber and other Materials that take up much room and then to be broke up till We do so you must make a Shift w.th the Supplys Sent you in the common way. We Margin Notes: Quantitys to be no more than - Necessary. & for Sale. to prevent Mon= strous Dem.ds	sell. The goods and stores in this second list were to be ranked in the same order of types as the first, so the Court could readily compare one list with the other. This was to be done in all future correspondence and sent by every shipping. If the Council later found reason to change its opinions, it was to advise the Court of the reason. By this method the Court would be able to judge what needed providing first, and as tonnage allowed it would send more or less of the additional indent once the first had been met. The Court would then have no further cause to complain, as before, of excessive demands in the Council's lists of goods, which had been sufficient to fill the Company's share of the tonnage of two or three ships. The Council's own experience showed that the Court sent only one ship a year, and that the ship's diversion and stay cost a great deal of money. When a fair opportunity arose, the Court intended to send a ship on purpose, filled with timber and other bulky materials, to be broken up at the island. Until then the Council had to manage with the supplies sent in the usual way. Interpretations The two-list indent system separated subsistence from commerce. The first list defined the establishment's bare annual consumption, while the second captured saleable stock for the island stores, with identical ordering across both lists allowing the Court to audit demand line by line. The mechanism converted the Council's requisitions from open-ended requests into a structured budget that London could trim against available tonnage. The plan for a dedicated ship filled with timber and broken up at the island restated the procurement concept first set out in the despatch of 14 March 1715. The hull and fastenings of the vessel itself would become part of the consignment, solving the standing problem that bulky low-value stores could not justify space on ordinary homeward shipping. Speculations The complaint that the Council's lists could fill the Company's share of two or three ships suggests the indents had been drafted as wish-lists without regard to freight cost. The Court's remedy attacked the incentive directly: by forcing a ranked second list, it shifted the burden of prioritisation onto the Council and made over-demanding visible rather than merely refusing items piecemeal.
22	15	Capt[...] 27: We cant at all understand nor do We like Par.a of the 12th Janry which gives the reason why you can[...] carry on the Sale of Haberdashery Small Ware[...] the Bills Silver and Copper money you have nor [...] Par.a why you could not carry on the Publick Ma[...] you had begun You alledge Seven hundred Pounds not one for that purpose were you fully inclin'd We believe it might However to prevent that Objection sent you last year Four hundred Pounds more in B[...] but dont you Consider your Storekeeper delivers out [...] three to four hundred Pounds & Sometimes more in Good[...] a Month to the Islanders in which Arrack is Always a large Article, Is not this Sum to be reckond into the Amou[...] of your Money for it pays the Debts the Same as mo[...] Surely there is Some Secret reason hid under the [...] which you dont care to let Us know of It is so [...] till the Planters can be paid for the Soldiers b[...] them the Accounts will Always be puzled and made difficult or tedious to bring up These Bills and Sma[...] money are designed to make the Accounts of the Stor[...] Easier and what can Mr Haswell say why they are [...] distributed since his and the Storekeepers Account would thereby be rendred easier, We find m[...] in Consult[...] of his desiring they Should pass [...] man[...] Particular Station as Acomp[...] Margin Notes: Reasons given ab.t Haberdashery & Sm.l not likt Relating to Bills & Small money	27: The Court could not at all understand, and did not like, the paragraph of the letter of 6 January which gave the reason why the Council could not carry on the sale of haberdashery small wares with the bills, silver and copper money it now had, nor the paragraph explaining why the public market it had begun could not be carried on. The Council alleged that £700 0s 0d was not enough for that purpose were it fully inclined. The Court believed it might be. However, to remove that objection, the Court sent £400 0s 0d more in bills last year. The Council should also consider that the storekeeper delivered out £300 0s 0d to £400 0s 0d, and sometimes more, in goods every month to the islanders, in which arrack was always a large article. That sum was to be reckoned into the amount of the Council's money, for it paid debts the same as money. Surely some secret reason lay hidden under this which the Council did not care to tell the Court. Until the planters could be paid for what the soldiers bought of them, the accounts would always be puzzled and made difficult or tedious to bring up. The bills and small money were designed to make the stores accounts easier, and Mr Haswell could not say why they were not distributed, since his and the storekeeper's accounts would thereby be made easier. The Court found in a consultation that he desired they should pass [...] in his particular station as accomptant. Interpretations

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		By w.ch Acc.ts would be Easier	The paragraph shows the paper currency of the island operating as a deliberate accounting reform rather than merely a convenience of exchange. The Court's combined provision of £700 0s 0d in bills, silver and copper from the first establishment, topped up by the further £400 0s 0d in bills, was intended to replace book transfers at the stores with cash settlement, closing the tangled chains of credit between planters, soldiers and the storehouse. Resistance from the accountant and storekeeper, whose books the reform would have simplified, pointed the Court towards the suspicion of concealed interest, consistent with its identification of the bills entry process as the centre of bribery in the despatch of 22 February 1716. The observation that the storekeeper's monthly issue of £300 0s 0d to £400 0s 0d in goods itself functioned as money treats the stores as the island's de facto bank. Goods on credit paid debts the same as coin, which is why the Court insisted the figure be counted into the circulating medium when the Council pleaded shortage of cash. Speculations Mr Gabriel Powell's private storehouse had been identified at the consultation of 7 February 1716 as the interest behind the refusal of the Company's bills by James Rider and Robert Bell's wife. The hidden reason the Court suspected here probably points the same way: officers and private traders profited from the credit confusion that the bills and small money were designed to end, so the currency stayed undistributed.
23	16	[...]less Amelia is accountable to the Council yet the Same Persons when Sat in Council are to move any thing they think for - our Service and to judge and Determine of the man= nagement of all the rest even of the Governour himself in what he undertakes or Transacts out of or proposes in Council for he is to give in an Account of his Proceedings to them there We will not allow him to be exempted - tho' he is the Chief but then on the other hand We direct - every one of the Council be modest and respectfull in their - Enquirys and not think themselves Altogether equall - to him or demean themselves insolently for at all times - when the Council is not Sitting he has the Government entrusted to him and as he is in that Post We expect he - Shall from time to time Inspect the Books, the Stores, - the Secretarys Office to see our Affaires are well managed and the Writing work brought up and to rectify them where they are not These Rules We have laid down very plainly once and again and are Sorry your perverse - behaviour towards one another gives Us the trouble to - repeat them We will not always be thus Serv'd That there are Misunderstandings among you is very - evident Why dont you Calmly reason the matter to= [...] in Council, State the Facts on all sides, if you [...]t in Opinion Enter the Same in Consultation [...]sons and send the whole to Us by the next Margin Notes: Council to [...] thing [...]ncerning to [...]ge of all - [...]nagem.t [...] to Enter all [...]ceedings Civility to y. Go[...] Presid.t Debate Mat.rs Coun.l [...]ond[...]	Every officer remained accountable to the Council, yet the same persons when sitting in Council were free to propose anything they thought useful for the Company's service. They were to judge and determine the management of all the rest, even of the governor himself, in whatever he undertook or transacted outside Council or proposed within it, for he had to give the Council an account of his proceedings. The Court would not allow him to be exempted although he was the chief. On the other hand the Court directed every member of the Council to be modest and respectful in their enquiries, not to think themselves altogether equal to him, and not to behave insolently at any time. When the Council was not sitting, the government was entrusted to the governor alone. Holding that post, he was expected from time to time to inspect the books, the stores and the secretary's office, to see that the Company's affairs were well managed and the writing work brought up, and to correct them where they were not. The Court had laid these rules down very plainly more than once, and regretted that the members' perverse behaviour towards one another forced their repetition. The Court would not always be served in this way. Misunderstandings plainly existed among the members. They were asked why they did not calmly reason matters together in Council, state the facts on all sides, enter any difference of opinion in the consultation book with the reasons, and send the whole to the Court by the next Interpretations The passage sets out the constitutional balance of the island government in its mature form. Collective sovereignty rested in the Council when sitting, with even the governor answerable to it for actions taken outside its meetings, while sole executive authority reverted to him between sittings. The arrangement gave the Court two complementary safeguards: the bench checked the governor's discretion, and the governor's standing duty to inspect the books, stores and secretary's office checked the bench's officers. The direction to record differences of opinion in the consultation book, with reasons, and send the whole home converted internal quarrels into auditable evidence. Rather than suppressing disagreement, the

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			Court channelled it into the documentary record so that London could adjudicate on facts stated by all sides. Speculations The insistence that the governor was not exempt despite being chief reads as a pointed correction of Governor Pyke. The Court had condemned his despotic personal intervention in the <i>Eagle Galley</i> mutiny in the despatch of 14 March 1715, and the present rule placed his out-of-Council transactions formally under the bench's review while softening the blow with the parallel demand for deference from the members. The rebuke of perverse behaviour fits the documented feuds on the bench, particularly the spleen of Mr Haswell and Mr Bazett against Mr Tovey that produced the felony prosecution censured at paragraph 43 of the despatch of 22 February 1716. The Court's remedy of reasoned debate entered in consultation was aimed at exactly that pattern of faction pursued through legal process.
24	17	Capt Jn.o Misenor Comder next opportunity presenting That We may see who [...] to be commended & who blam'd and whether the di[...] arises from Cavils or Urging former faults no way [...] the then purpose or taking cunning Advantages or [...] from pure Judgement and thereupon give our Ulti[...] Orders for at this rate We will not Always be If any [...] you are denied the liberty of this Rule let us know it by whom and you have done your Parts leave the [...] to Us We mention this here on Account of the disagree[...] We hear of among you tho' it Properly belongs as a General Rule to another head. 28: You tell us in Said Par.a That the people dont like Piece or Spanish Bitts and it seems they are not hand som[...] eno' for them which by the way is not the case of the Fana[...] however if they dont it is easy to make them by not retail[...] the little Pedling Commoditys to Such as will not We ha[...] told you We cannot get liberty to send out Copper farth[...] and half pence and that We will not allow dollars going [...] our Stores at Six Shillings apiece Yet you in Par.a 44. o[...] Said Letter write these would be best can you think We ought to like this You did well to give Milliano al[...] for the Bank notes he brought you and you must let the People See We send them for the Convenien[...] buying & Selling not to impose Paper upon them [...] of money because We order that they Shall Alw[...] Margin Notes: for further - Orders thereon If denyd to be advis'd of. ab.t Copper - Money & Fanams Doll.rs not to goe at 6.s Bank Notes - to pass for only Conveniency	The Council was to send the whole record by the next opportunity that presented itself. The Court would then see who deserved commendation and who blame, and whether the difference arose from quibbles, from dredging up former faults that had no bearing on the matter in hand, from taking cunning advantages, or from honest judgement, and would then give whatever orders were needed. The Court would not always be served at this rate. If any member was denied the liberty of this rule, the Court was to be told by whom. The members would then have done their parts and were to leave the rest to the Court. The point was raised here because of the disagreements reported among the members, although as a general rule it properly belonged under another head. 28: The Council reported in the same paragraph that the people did not like the pieces or Spanish bits, which seemed not handsome enough for them, although that was not said of the fanams. If they would not take them, the remedy was easy: the small retail goods were not to be sold to anyone who refused them. The Court had already told the Council it could not get liberty to send out copper farthings and halfpence, and that it would not allow dollars to pass at the stores at 6s 0d apiece. Yet in paragraph 44 of the same letter the Council wrote that these would be best, and the Court asked how the Council could think it ought to like this. The Council did well to give Milliano [...] for the bank notes he brought, and it was to let the people see that the Court sent the notes for the convenience of buying and selling, not to impose paper upon them instead of money, because the Court ordered that they should also Interpretations The refusal to let dollars pass at 6s 0d shows the Court holding the island's coin to its intrinsic silver value against local pressure for overvaluation. The standing rate for the dollar was around 5s 0d, and the despatch of 22 February 1716 had already cited the doubling of Madras copper cash at Bencoolen as proof that raising the face value of coin simply raised the price of labour and provisions in step. Permitting a 6s 0d dollar at the stores would have devalued the Company's own paper and book balances by a fifth at a stroke. The instruction to withhold small retail goods from anyone refusing the bits made acceptance of the coin a condition of access to the stores. Since the Company storehouse was the island's only general supplier, the rule weaponised its retail monopoly to force the currency into circulation without any formal legal-tender enactment. The defensive framing of the bank notes, sent for convenience and not to impose paper instead of money, addressed a live credibility problem. The public refusal of the Company's bills by James Rider and Robert Bell's wife, traced at the consultation of 7 February 1716 to Mr

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			Gabriel Powell's private interest, had shown how fragile confidence in the paper was, and the Court coupled circulation with visible reassurance of redemption. Speculations The complaint that the bits were not handsome enough probably reflects their physical state rather than vanity. Spanish bits were cut fractional pieces of dollars, irregular in shape and often worn or clipped, and islanders accustomed to whole milled coin had reasonable grounds to suspect short weight. The fanams escaped the objection because they were struck as whole small coins.
25	18	By Ship Princess Amelia Currant in any payments to you on our Account and - equall to the Fanams and Spanish Bitts & Piece which areal instrinsick worth in them That Such as want to Send the money to England shall have your Bills payable - here for what they deliver you Surely if the People at a - General Sessions or any Publick Sumons were acquainted with this and the reasonableness as well as necessity of it - they would not any longer hesitate or Grumble Except perhaps Powel and two or three more who keep Private Storehouses or Such as are their Tools and these if reason will not Convince them Authority must controul them. 29: You further add the pay of your Garrison amounts to above Four & twenty hundred Pounds and the Expences of - Labouring hands much the Same and therefore less then four & twenty hundred Pounds value to pay them will not be eno' to Circulate We dont agree with you therein for are not all the People daily coming to the Stores - as aforementioned'd does not the money then in Course - return to you do any of them except the Private Store= keepers lay it up at least in quantity and if they did - dont they Send their Effects to England for We hear of Some who are Complained of for Trading that would not be willing to own it and it seems to Us this press= =ing for more money is Partly with an Eye to them and cant you then by giving Bills soon replenish your Margin Notes: [...]aid in to [...] Bills of [...]nts to be advis'd [...]reof [...] for & Labour [...]g hands Amo.ts [...] £2400 desir'd [...]pinion for [...]e Dem.d	The notes were to pass current in any payments made to the Council on the Company's account, equal to the fanams, Spanish bits and pieces, which carried intrinsic worth in themselves. Anyone wanting to send money to England would have the Council's bills payable there for what they delivered. If the people were told this at a general sessions or any public summons, together with its reasonableness and necessity, they would surely no longer hesitate or grumble. The exceptions would perhaps be Powell and two or three more who kept private storehouses, or those who acted as their tools, and if reason would not convince such men, authority had to control them. 29: The Council further added that the pay of the garrison came to above £2,400 0s 0d, that the expense of labouring hands was much the same, and that less than £2,400 0s 0d in value would therefore not be enough to circulate in paying them. The Court did not agree. All the people came daily to the stores, as already mentioned, and the money then returned to the Council in due course. None of them laid it up, except perhaps the private storekeepers, at least in any quantity, and if they did, they sent their effects to England, for the Court heard of some who were complained of for trading who would not be willing to own it. This pressing for more money seemed to the Court partly made with an eye to those men. By giving bills the Council could soon replenish its Interpretations The Court's rejection of the £2,400 0s 0d circulation argument rests on the velocity of money rather than its stock. Because the stores were the island's only retail outlet, wages paid out returned to the Company within days through purchases, so the same notes could fund the payroll repeatedly. The Council had calculated as if every pound paid stayed in private hands, and the Court answered that hoarding was confined to the private storekeepers, whose accumulations left the island as remittances rather than draining the circulation. The proposal to announce the currency's backing at a general sessions or public summons used the island's formal assemblies as an instrument of monetary policy. Public proclamation of redemption in bills payable in London, the same mechanism established for the paper notes on 5 March 1713, was intended to manufacture confidence collectively rather than negotiate it shopkeeper by shopkeeper, isolating the holdouts as a named and manageable faction. The closing remark that authority must control those whom reason could not convince licensed coercion against organised refusal of the currency. The bench had already fined Robert Bell for insolence over his wife's refusal of the bills at the consultation of 7 February 1716, and the Court here endorsed that line in advance wherever Powell's circle obstructed circulation. Speculations The reference to traders complained of who would not own it suggests the Court suspected concealed private trade funded by hoarded coin and settled through remittances to England. The demand for more money on the island would then have served those traders by enlarging the pool of hard currency they could

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			capture, which is why the Court read the Council's request as partly made on their behalf rather than for the public convenience.
26	19	Capt Jn.o Misenor Comand[...] your Cash again with the said Bank Bills Piece fanams and Bitts, What you Urge as to the workmen they are but few, the Pay to the Planters for hiring Blacks is now near at an end so that Article which you Compute at Four and twenty hundred Pounds must dwindle to very little - Since We have Supply'd you so plentifully with Slaves & Shall yet further as you will find in the Sequel of this Letter 30: We cant take it well that your Letters force us to Expostula[...] with you in this manner and thereby fill our Letters which Should contain matters of more Consequence Depend on it We will not Always Shew so much Patience Let it be yo.r care to give Us no more Occasion for if you do you Shall find a worse thing befall you. 31: Remember and always obey our Orders to Enter in Consultation the Invoice Prices of Goods sent you from hence or brought you from India on our Account and the valu= ations you put on each sort at which the Storekeeper is to - retail them What We have seen in former Consultations - Appear to Us in general to be well done as to the Prices but as to the rating Some higher and others lower We cant - Add to the Directions formerly given a little Discretion - will go a great way to prevent mistakes, As to the plante[...] Complaints of the Dearness you at the Same time tell - Us they Sell for double when our Store rooms are - empty So that you ought not to mind every peevish - Humour Margin Notes: Charge likely to be Retrencht Give no cause of Expostulating Invoice of all Goods to be Enterd w.th the Selling Price plant.rs Complaints of Dearness of Goods. Answer to it	By giving bills the Council could soon replenish its cash again with the bank bills, pieces, fanams and bits. As for the workmen the Council urged, they were but few. The pay to the planters for hiring blacks was now near an end, so that article, which the Council computed at £2,400 0s 0d, had to dwindle to very little, since the Court had supplied the island so plentifully with slaves and would supply yet more, as the Council would find later in the letter. 30: The Court could not take it well that the Council's letters forced it to remonstrate in this manner, thereby filling letters which should contain matters of more consequence. The Council could depend on it that the Court would not always show so much patience. The Council was to take care to give no further occasion, for if it did, a worse thing would befall it. 31: The Council was to remember and always obey the orders to enter in consultation the invoice prices of goods sent from England or brought from India on the Company's account, together with the valuations put on each sort at which the storekeeper was to retail them. What the Court had seen in former consultations appeared in general well done as to the prices, but in the rating some were set higher and others lower. The Court could add nothing to the directions formerly given; a little discretion would go a great way to prevent mistakes. As to the planters' complaints of dearness, the Council itself reported that they sold their own goods for double when the Company's store rooms were empty, so the Council ought not to mind every peevish Interpretations The requirement to enter both invoice prices and retail valuations in the consultation book made the storehouse margin a matter of public record on the island and of audit in London. The mechanism enforced the middling profit rule set out at Article 43 of the despatch of 14 March 1715, under which goods were priced above the five cost components of prime cost, freight, demurrage, indent and insurance but below exorbitance, and it left the storekeeper no private discretion over the markup. The dismissal of the £2,400 0s 0d labour estimate turned on the substitution of Company slaves for hired planter labour. Each slave purchased outright, at the bulk rate of £21 0s 0d a head recorded for the <i>Rochester</i> consignment, permanently removed a stream of wage payments to planters, so the Court treated the labour budget as a falling figure rather than a fixed cost in the circulation argument. The retort on dearness exposed the planters' complaint as one-sided. The same planters who protested the storehouse prices doubled their own when the Company's rooms were empty, which in the Court's view showed the complaint reflected lost monopoly opportunity rather than genuine hardship. Speculations The threat that a worse thing would befall the Council carried real weight under the conditional gratuity system of 5 March 1713, by which up to half of each councillor's remuneration was withheld at the Court's discretion. Mr Hancock's gratuity had already been peremptorily stopped in the despatch of 22 February 1716, so the bench knew the threat was operational rather than rhetorical.
27	20	By Ship Princess Amelia Humour which will vent it Self and then is quiet and on the other hand dont exact on the Inhabitants by raising Goods exorbitantly as they Complain in the Instance of Lime and Coals without you can prove that their real Scarcity or what they Stand you in requires it We would not bear too hard upon them nor have Spleen or	A peevish humour of that kind would vent itself and then be quiet. On the other hand the Council was not to squeeze the inhabitants by raising goods exorbitantly, as they complained had happened with lime and coals, unless it could prove that real scarcity, or what the goods cost the Company, required it. The Court would not bear too hard upon them, nor have spleen or resentment

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		Resentment - influence you to do it Remember Justice is due to every= body tho' favour is only to the deserving. 32: Reperuse our former Letters and you will find We have given full Directions to guide you in buying or Bartering for Goods offered by the Officers of our Ships - and Particularly as to Rice & Sugar that they ought to sell it you very cheap because if they bring it hither they will loose money by each Considering Freight and Custom It is true whatever you give for it the Planters repay it with your Settled advance nevertheless it is best that they have it as cheap as they can, and that Should be your care in the first Buying. 33: We take notice in the Consultation 20.th Nov.br 1716. Mr Joseph Thomlinson is charged with purloining Goods out of the Storehouse and a Remedy Proposed to prevent it by Suffering none to lie in the Storehouse, Whatever you find Proper on all Such Occasions you have Authority to put in Execution Remember to remove Temptations as far as you can for Opportunity often makes the Thief. Our Margin Notes: and not to Exact on y. Inhabit.ts as they Say they are Relating to the Buying Indian Goods. to put Authority in Execution	influence the Council to do so. Justice was due to everybody, although favour was only for the deserving. 32: The Council was to read the Court's former letters again, where it would find full directions to guide it in buying or bartering for goods offered by the officers of the Company's ships, particularly rice and sugar. The officers ought to sell these very cheap, because if they carried them home to England they would lose money on each, considering freight and customs. Whatever the Council gave for them, the planters repaid it with the settled advance. Nevertheless it was best that they had the goods as cheap as possible, and that should be the Council's care in the first buying. 33: The Court took notice in the consultation of 20 November 1716 that Mr Joseph Thomlinson was charged with stealing goods out of the storehouse, and that a remedy was proposed to prevent it by allowing none to lie in the storehouse. The Council had authority to put in execution whatever it found proper on all such occasions. It was to remember to remove temptations as far as it could, for opportunity often makes the thief. Interpretations The pricing economics of paragraph 32 rested on the asymmetry of the homeward trade. Rice and sugar bought privately in India by ships' officers faced freight and customs charges in London that wiped out the profit, so the island was the officers' best market and the Council held the bargaining power. The settled advance, the standing markup applied at the stores, guaranteed the Company recovered whatever it paid, but the Court insisted the saving be captured at first purchase rather than passed to the planters as a higher retail price. The instruction on lime and coals applied the same cost-justification test to the Company as the Court demanded of others. Prices at the stores could rise only on proof of real scarcity or actual cost, not as an exercise of monopoly power, and expressly not as an outlet for the bench's spleen against complaining inhabitants, a caution consistent with the Court's reminder in the despatch of 14 March 1715 not to oppress anybody for the Company's benefit. The handling of the Thomlinson charge delegated criminal and administrative remedy entirely to the bench while adding a principle of prevention. Keeping the storehouse empty of loose unaccounted goods attacked the conditions of pilferage rather than relying on prosecution, in line with the two-signature inventory discipline established by the consultation of 8 August and endorsed at paragraph 31 of the despatch of 22 February 1716. Speculations The charge against Mr Joseph Thomlinson is striking given that a person of that name had petitioned the Court directly, with the petition acknowledged in the despatch of 4 February 1714, and had sent a certificate of the former Governor Captain Roberts noted at paragraph 63 of the despatch of 22 February 1716. If the same man, his established habit of direct correspondence with London perhaps explains why the Court recorded the charge so neutrally and confined itself to confirming the bench's authority rather than directing a punishment.
28	21	Capt: Jn.o Misenor Comand.r 34: Our Committee of Shipping have taken care to send you Clothing for the Souldiers for the Blacks and other Particulars in the List and Letters Contained. Thirdly touching our Servants Civil or Military, The Accounts of St Helena in general & Also Concerning our Slaves Cattle Lands & Revenues. 35: We have before told you the duty & Authority of the Council when mett and when managing their Particular Employments in the beginning of this Letter and under the head of Goods induced thereunto by what appear'd before Us We repeat it for your Remembrance tho' it is but in effect a Recital of the Rules often laid down We	34: The Court's Committee of Shipping took care to send clothing for the soldiers, for the blacks and the other particulars contained in the list and letters. The third division of the letter concerned the Company's servants, civil and military, the accounts of St Helena in general, and the Company's slaves, cattle, lands and revenues. 35: The Court had already set out the duty and authority of the Council, both when it met and when its members managed their particular employments, at the beginning of the letter and under the head of goods, prompted by what had appeared before the Court. It repeated the point for the Council's remembrance,

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		further Add and tell it you again here under its proper head We will no longer - bear with wilfull disobedience to or careless neglect of our Orders after this last warning to you all We Shall under the head of Buildings take notice of the Neglect of Fortifications We are told that the Govern.r is always upon Projects begins many things Finishes nothing, Nothing done for the Security of the Island and the Account given in the General Letter of what remains to be done Speaks as much What can the Council say that they did not endeavour to remedy these Complaints you must all Consider It is not eno' to recrimina[...] on one another which seems to be a Talent you all - make Use of in your Turns We tell it you this once more It Margin Notes: Sold.rs Cloths Sent Coun.ls Authority repeated. Cautions for - Neglect. Gov.rs Projects - many things beg[...] finishes nothing Coun.l told of their recriminating on one another	although it was in effect only a recital of rules often laid down. The Court further added, and told the Council again here under its proper head, that it would no longer bear with wilful disobedience to its orders, or careless neglect of them, after this last warning to all the members. Under the head of buildings the Court would take notice of the neglect of the fortifications. The Court was told that the governor was always upon projects, beginning many things and finishing nothing, with nothing done for the security of the island, and the account given in the general letter of what remained to be done said as much. The Council could not claim it had tried to remedy these complaints. All the members had to consider that it was not enough to recriminate on one another, which seemed to be a talent they all used in their turns. The Court told them this once more. Interpretations The complaint against the governor as a starter of projects who finished nothing turned the bench's own general letter into the evidence, since its account of what remained to be done confirmed the charge. The criticism is notable because the Court directed it personally at Governor Pyke, whose zeal it had commended in the <i>Victoria</i> affair at paragraph 9 of the despatch of 22 February 1716, showing that the conditional confidence of that despatch did not extend to his management of the building programme. The phrase describing recrimination as a talent the members all used in their turns marks the Court's diagnosis of the bench's dysfunction as structural rather than personal. Complaints from the island arrived as mutual accusations, of which the Haswell and Bazett prosecution of Mr Tovey censured on 22 February 1716 was the sharpest example, and the Court here refused to treat any single member's account as reliable testimony against the rest. Speculations Placing the last warning against disobedience immediately before the section on servants, accounts and revenues was probably deliberate sequencing. The matters that followed were precisely those in which the bench's neglect had been documented, from Mr Hancock's stalled accounts to the defective Haswell debt list, so the warning primed the detailed censures to come with the threat of consequences already on record.
29	22	By Ship Princess Amelia It is each of your Duty to reperuse and imprint on your Memorys all our Orders Cautions and Prohibitions and to guid your Selves by them as often as the Occasion calls for it If you had so done We should not have had Such frequent reasons for Complaining If you dont henceforward take what follows. 36: We have to what formerly Wrote Added So much on the - Article of our Accounts last year that it is to no Purpose to reca= =pitulate The Friends of Mr Haswell intimate to Us the Books have been long Completed but by Thomlinsons Careless Transcr[...] =bing they were to be done over againe, if this is the truth of the Fact why had not he taken better care & at least three or four times in a week lookt over Mr Thomlinsons Copying then those Instances of carelesness might have been disco= =vered & cured How doth this agree with the Consultation of the 3.d June, which is Signed by Mr Haswell and Shews (if We can make English of it) the Accounts are not yet don[...] but only pretences why they are not, had he no body at all to assist him they might have been Completed long before this by his Single Labour if he had faithfully endeavoured to do his Duty and earn the Allowance We Settled for his Service but if he will Spend his time idly & neglect his Business for the Consultations Shew he is often Absent - from them, no wonder if his Business will not do of it Self, he desires his Gratuity may be Allowd but he must deserve Margin Notes: to Reperuse all Orders.	Each member had a duty to read over again all the Court's orders, cautions and prohibitions, to fix them in memory and to be guided by them as often as occasion required. Had the members done so, the Court would not have had such frequent reasons for complaint. If they did not do so from now on, they were to take what would follow. 36: The Court had added so much on the article of the accounts in last year's letter that recapitulation served no purpose. The friends of Mr Haswell suggested to the Court that the books had long been completed, but that through Thomlinson's careless transcribing they had to be done over again. If that was the truth of the matter, the Court asked why he had not taken better care, and at least three or four times a week looked over Mr Thomlinson's copying, in which case those instances of carelessness might have been discovered and cured. The Court also asked how this agreed with the consultation of 3 June, signed by Mr Haswell, which showed, so far as sense could be made of it, that the accounts were not yet done, with only excuses why they were not. Even with nobody to assist him, the accounts might have been completed long before this by his single labour, had he faithfully tried to do his duty and earn the allowance settled for his service. If instead he chose to spend his time idly and neglect his business, for the consultations showed he was often absent from them, it was no wonder his business would not do itself. He desired that his gratuity be allowed, but he had to deserve

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		Relating to the Books of Acc.ts Capt Haswels Neglect of his Duty	Interpretations The cross-examination of Mr Haswell's defence shows the consultation book functioning as the Court's forensic instrument against its own officers. The claim advanced by his friends in London, that the books were finished and only spoiled by Thomlinson's copying, was tested against the consultation of 3 June bearing Haswell's own signature, which admitted the accounts remained undone. The two records could not both be true, and the Court let the signed island record govern. The gratuity mechanism of the establishment of 5 March 1713 supplies the sanction running through the paragraph. Haswell's £30 0s 0d gratuity, nearly half his £65 0s 0d salary as bookkeeper and accountant, was conditional on performance judged in London, and the Court here framed attendance at consultations and the completion of the books as the test he was failing. The same instrument had already been applied against Mr Hancock, whose gratuity was peremptorily withheld in the despatch of 22 February 1716 for the parallel offence of accounts declared nearly done and never delivered. Speculations The intervention of Haswell's friends in London repeats the pattern by which island officers ran private channels of advocacy at home, as Governor Blackmore's friends had done with their £5,000 0s 0d bond of 14 March 1684. The Court's response, demolishing the friends' account from the island's own records, signalled that informal lobbying could not outweigh the documentary trail, a point worth making publicly in a letter the whole bench would read. The blame cast on Thomlinson's transcribing, set beside the charge of theft against Mr Joseph Thomlinson in the consultation of 20 November 1716, suggests the man had become the bench's convenient scapegoat across more than one office. The Court's refusal to accept the excuse without asking why supervision failed kept responsibility fixed on the supervising officer rather than the junior hand.
30	23	Capt Jn.o Misenor Comand.r deserves it better before We Shall Consent to it for him or the Storekeeper either. 37: If We have any more cause to Complain for want of a List of all the People who partake of our Table We mean Statedly and in the times of Shipping too for We remem=ber Mr Boucher boarded Some at our Charge We - direct that the Governours Gratuity be Suspended for of him We expect this Account tho' it Shall be perused and when right Sign'd by the Council and require that the - Council take care it be So for We will not bear to have our Orders disregarded You tell Us you have reduced the General Tables Expences & will more Let us know wherein and how much Include in this the Table at the Plantation Ca[...] apart by it Self that We may know how far what We are told is true that M.rs Mashborne is allow'd a Table for - Eight or nine Persons and Some of the Servants receive - Wages and that thereby & the Overseers Family our Acc.ts are increased. 38: We have an Abstract of the List of Sallarys paid at S.t Helena including the Military but it doth not Answer our Intentions or Orders Let Us have it drawn out in the following manner Put down the names of the Governour and Council the Writers Overseers & their Servants - workmen Military Officers Coxswain & his Crew Gunner and his &c. and pay and Sallary to each, Those who have Margin Notes: Blame for not Sending List of Eaters at y. Gen.l Table. Coun.l to See it be done Also Plantation Table by it Self. Directions for y. Military List	Mr Haswell had to deserve his gratuity better before the Court would consent to it for him, or for the storekeeper either. 37: Should the Court have any more cause to complain for want of a list of all the people who shared the Company's table, meaning at stated times and in the times of shipping too, the governor's gratuity was to be suspended, for the Court remembered that Mr Boucher had boarded some at the Company's charge. The Court expected this account, examined and, when right, signed by the Council, and required the Council to take care it was so, for it would not bear to have its orders disregarded. The Council told the Court it had reduced the general table's expenses and would reduce them more. The Court asked to know in what respects and by how much. The plantation table was to be included in this but set apart by itself, so the Court might know how far what it was told was true: that Mr Mashborne was allowed a table for eight or nine persons, that some of the servants received wages, and that the Company's accounts were thereby increased by the overseer's family. 38: The Court had an abstract of the list of salaries paid at St Helena, including the military, but it did not answer the Court's intentions or orders. The list was to be drawn out in the following manner. The names of the governor and council, the writers, the overseers and their servants, the workmen, the military officers, the coxswain and his crew, and the gunner and his [...] were to be put down, with the pay and salary of each. Those who Interpretations The governor's table was one of the oldest perquisites of the establishment, supplied at the Company's expense from the plantation since the founding instructions of 19 December 1673, and the demand for a named list of

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			every diner converted a customary privilege into an auditable head of expense. The memory of Mr Boucher boarding private guests at the Company's charge, part of the catalogue of abuses reviewed at paragraph 57 of the despatch of 14 March 1715, explains why the sanction chosen was suspension of the governor's own £100 0s 0d gratuity: the table was the governor's household, so the liability was fixed on him personally. The order to state the plantation table separately was a test of specific intelligence the Court had received, that the overseer kept a table of eight or nine persons with waged servants charged to the Company. Separating the two tables in the accounts would either confirm or refute the report from the island's own figures rather than from rival testimony. The salary list prescribed in paragraph 38 imposed a census format on the payroll, name by name from the governor down to the boat crew. The existing abstract gave totals by category, which concealed exactly the abuses the Court had met before, such as the compassionate enlistment of Edward Collier at fourteen under the Boucher Council, and a nominal roll made every salary traceable to a person. Speculations The conditional phrasing, suspending the gratuity only if cause to complain recurred, shows the Court calibrating its strongest sanction. Applying it prospectively kept Governor Pyke under threat without the immediate breach that an outright suspension would have provoked, the same graduated approach taken with Mr Tovey's fine in the despatch of 22 February 1716, part of which might be returned for future diligence.
31	24	By Ship Princess Amelia have the Same among the Private Centinals Gunroom Crew &c. Cast them up in one Article that We may see how the Sum of £3237,18 which you make to be the Total of the List arises and whether any false Charges therein The trouble is not much, the Copying as little It may be prepared against a Ship arrives and will have this further benefit It will keep the Writers from Drinking Quarreling Backbiting and being busy bodys in other Peoples affairs with one or other of these faults you - are all charged. 39: The List of the Blacks are not So well done as they Should be for the future take care they be drawn out with their names & ages as now mentioning which are employed at each place and what business supply[...] The names of Such as are past labour or can do but very little or are but Children and of Such as die put these in Seperate Articles each by themselves, at the Top put the Totall of the Slaves and in these Several Divisions put the number of each at the Bottom to show that there= in is included the whole amount. 40: Take care that the Papers in the Lists of the Packets be all folded alike into two doubles in the Same manner - with your Letters which will make the whole lye more compact Endorse on each Paper at the head of it its - date and what it Contains in the Same manner you See Margin Notes: Garrisons Charge. Directions for y. Blacks List Pap.rs in y. Pack.ts to be folded alike & dated at head	Those who had the same pay among the private sentinels, the gunroom crew and the rest were to be cast up in one article, so the Court might see how the sum of £3,237 18s 0d, which the Council made the total of the list, arose, and whether it contained any false charges. The trouble was not much and the copying even less. The list could be prepared in readiness for a ship's arrival, and it would carry a further benefit: it would keep the writers from drinking, quarrelling, backbiting and meddling in other people's affairs, faults with one or other of which they were all charged. 39: The list of the blacks was not so well done as it should be. For the future the Council was to take care it was drawn out with their names and ages, stating which were employed at each place and what business each supplied. The names of those past labour, or able to do very little, or who were only children, and of those who died, were to be put in separate articles, each group by itself. The total of the slaves was to be put at the top, and the number in each of these several divisions at the bottom, to show that the whole amount was included. 40: The Council was to take care that the papers in the lists of the packets were all folded alike into two doubles, in the same manner as the letters, which would make the whole more compact. Each paper was to be endorsed at its head with its date and what it contained, in the same manner the Council Interpretations The reconciliation demanded of the £3,237 18s 0d payroll total applied the same audit logic the Court had used on the Haswell debt list, where Governor Pyke's separate report had exposed understatements of £300 0s 0d and £21 0s 0d odd. A grand total unsupported by a nominal roll could conceal phantom names or inflated rates, and grouping the equal-paid ranks into single articles let London multiply heads by rate and test the sum arithmetically. The slave list format prescribed in paragraph 39 was an inventory of capacity rather than a simple census. Dividing the able from the past-labour, the children and the dead, with the divisions reconciling to the headline total, gave the Court a true measure of the effective

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			labour force behind its heavy investment in slaves, the supply it had cited on this voyage's correspondence as the reason planter hire payments must dwindle, and prevented dead or infant slaves padding the apparent strength. The remark that list-making would keep the writers from drink and quarrels treats clerical workload as an instrument of discipline. The Court had heard the opposite claim from Mr Hancock, who on 21 February 1716 pleaded that the writing was too much for two officers, and the present paragraph answered that idle pens, not overworked ones, were the island's documented problem. Speculations The folding and endorsement rule of paragraph 40 addressed a failure the Court had met repeatedly, including the missing lists of papers in the packets by the <i>St George</i> and the <i>Hester</i> noted in the despatch of 14 March 1715, and the invoice discrepancy caught only by cross-checking the <i>Susanna</i> and <i>Frederick</i> copies. Uniform folding with a dated docket at the head made each packet self-indexing, so a missing or substituted paper would be visible at a glance rather than discovered months later in audit.
32	25	Capt Jn.o Misenor Comand.r see our Packetts are done as far as you can write all your Accounts Lists &c. on Paper of the Same Size and where the half Sheet cant So well Serve as in the List of Familys &c. Write on the broad side of the Sheet as you use to do that List. 41: You must never omit to Send the Accounts w.th every Ship whether it be for Bills drawn on the owners or Us or for Goods in Barter, tho' the Ballance be paid with you or whatsoever other Dealings you have with the Capt.s or Officers on our Account To prevent the excuse of Capt.s delaying it to the last hour Let them know in Writ =ing that We direct them to do it at least two or three days before they Sail and if any new matter arises it must be Added as a Suplement If any refuse or neglect tell them We order you to advise Us and We require you do so - and then you are blameless. 42: We have received this year no Account of the List of Familys with the Slaves, Cattle, Lands &c. which Used to be taken every 25th of March If it be ever again neglected - Fine the Secretary whose Business it is to send them, for the first fault Five pounds, and if he will not take warning by that encrease the Fine for the Second fault but then do you Afford him your Authority to make the Islanders - bring in their Several Lists We will not take it for a good Excuse that there is not time for Writing these or any other Margin Notes: Acc.ts to be Sent by every Ship & the Cap.ts to make up Acc.ts 2 or 3 days before they Sail List of Familys not rec.d w.ch must not be again Omitted	The Council saw how the Court's own packets were done and was to follow that pattern. As far as possible all accounts, lists and similar papers were to be written on paper of the same size, and where the half sheet could not serve so well, as in the list of families, the broad side of the sheet was to be used, as the Council already did for that list. 41: The Council was never to omit sending the accounts with every ship, whether they concerned bills drawn on the owners or on the Court, or goods taken in barter, even where the balance was paid on the island, or any other dealings with the captains or officers on the Company's account. To prevent the excuse of captains delaying it to the last hour, the Council was to let them know in writing that the Court directed them to do it at least two or three days before they sailed. If any new matter arose afterwards, it had to be added as a supplement. If any refused or neglected, the Council was to tell them the Court ordered it to advise the Court, and the Court required it to do so. The Council would then be blameless. 42: The Court received this year no account of the list of families with the slaves, cattle, lands and the rest, which used to be taken every 25 March. If it was ever again neglected, the secretary, whose business it was to send the lists, was to be fined £5 0s 0d for the first fault, and if he would not take warning by that, the fine was to be increased for the second fault. The Council in turn had to lend him its authority to make the islanders bring in their several lists. The Court would not take it for a good excuse that there was no time for writing these or any Interpretations The two-or-three-day rule for ships' accounts attacked a structural fraud opportunity. A captain who settled his island dealings in the final hours before sailing left the bench no time to check the figures, and any dispute sailed home with him beyond the island's reach. Written notice of the Court's direction shifted the burden: a captain's refusal became a documented offence reportable to London, and the Council's report discharged its own liability. The annual list of families taken at 25 March anchored the island's census to the opening of the English legal and accounting year, the same anchor used for the stores inventory of 25 March 1680 and the Haswell debt list. The graduated fine on the secretary, £5 0s 0d rising on repetition, fixed personal liability for the return on a single named officer, while the matching duty on the Council to back him with authority over the islanders

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			recognised that the secretary could not compel several hundred householders alone. The demographic return itself descended from the column-format list approved on 1 August 1683, with its 40s 0d fine on planters refusing or falsifying their entries. Speculations The pre-emptive dismissal of the no-time excuse reads as aimed at a defence already in circulation on the island. Mr Hancock had pleaded on 21 February 1716 that the writing work was too much for two officers, and the Court had answered by counting the idle months. Closing the same escape route here, before the secretary could use it, suggests the Court expected the bench's officers to share excuses as readily as they shared recriminations.
33	26	By Ship Princess Amelia other Papers to be sent Us Our Officers here in the - highest Stations never omit Sitting up whole nights if necessary for Expediting Despatches because time & tyde will Stay for no body But as to most of the Pape[...] annually required they may with foresight be prepa[...] beforehand in the intervals of Shipping It is generally - Speaking only the Letters and Ships Accounts and it may be a Consultation or two that need want to be done when a Ship is near departing and if you would coolly Consider the lengths of your Letters might often be abbreviated by leaving out the Tautologys We have Complained of. 43: You lay the blame on Joseph Thomlinson who drew out the Inventories Sent Us of which We Com= plain'd they were not at all alike by the Severall Ships and say you will let none of his writing - hereafter be sent Home without Examination Should not you do the Same of all others, at all times, why did you Suffer that Inventory to be delay'd to the - very time you wanted it Can you think Such excuses ought to pass with Us, for the future take care all be Examined and the Persons who write it Sign[...] his name as Transcriber and he who Examines [...] with him as Examiner but there is yet Some thing worse in your 40th Par.a of the 12. Janry where this Margin Notes: Tautology's to be avoided Examine all Papers. the same to be Attested	The Court would not accept lack of time as an excuse for these or any other papers due to be sent. Its own officers in the highest stations never omitted sitting up whole nights when necessary to expedite despatches, because time and tide stayed for nobody. With foresight, most of the papers required annually could be prepared beforehand in the intervals of shipping. Generally speaking, only the letters and the ships' accounts, and perhaps a consultation or two, needed to be done when a ship was near departing. If the Council considered the matter coolly, the length of its letters might often be shortened by leaving out the repetitions the Court had complained of. 43: The Council laid the blame on Joseph Thomlinson, who drew out the inventories sent to the Court, of which the Court had complained that they did not agree at all between the several ships, and the Council said it would let none of his writing be sent home in future without examination. The Court asked whether the Council should not do the same with all other papers, at all times, and why it allowed that inventory to be delayed to the very time it was wanted. The Council could not think such excuses ought to pass with the Court. For the future all papers were to be examined, with the person who wrote each signing his name as transcriber and the person who checked it signing with him as examiner. Something worse, however, appeared in the 40th paragraph of the letter of 12 January, where this Interpretations The transcriber-and-examiner signature rule extended the two-signature audit principle from the stores to the writing office itself. The Bazett and Goswell pairing for the yearly stores inventory, endorsed at paragraph 31 of the despatch of 22 February 1716, had made physical stock a joint attestation; the present rule did the same for documents, so that a defective paper carried two named and accountable signatures rather than dissolving into blame on a copying clerk. The complaint that inventories differed between ships shows why the Court duplicated papers across conveyances at all. The triple and double conveyance practice existed to insure against loss at sea, but it only verified honesty if the copies matched, and divergent versions destroyed the cross-checking value that had caught the <i>Susanna</i> and <i>Frederick</i> invoice discrepancy noted in the despatch of 14 March 1715. Speculations The recurrence of Joseph Thomlinson as the bench's universal culprit, blamed here for the inventories, blamed in paragraph 36 for spoiling Mr Haswell's books, and charged with theft at the consultation of 20 November 1716, probably explains the Court's pointed questions. A junior hand made a convenient screen for senior officers, and the new signature rule stripped the screen away by forcing an examiner of standing to certify every paper the transcriber produced.

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34	27	Capt. Jn.o Misenor Comand.r this is mention'd and that is his Accounts in his fair and foul Books dont agree and neither with those - Sent Us how then can you or We be certain which is right. 44: Touching the Transferrs being never Suffer= ed to be made without Order of Consultation you will See our directions last year dont forget or leave unexecuted our Orders then given to discover who - were bribed to allow of Transfers which became bad Debts to Us. 45: We are told that Presents to the Governour or - Some of his Family are necessary to obtain Bills to - be drawn upon Us Let this fact be cleared up among others and how it comes about that any Bills are - given till first Orderd in Council & an Entry made - of it in the minutes. 46: You tell us Mr Alexander writes in the Secrys Office when not in the Country but below which should be half his time We dont suppose he doth it gratis, If - you pay him for his work why dont you take Care he deserves his Wages or only pay him in proportion to what he doth. 47: If you realy want a Writer or two cant you Sup= ply your Selves out of one or other of the returning Ships as formerly but whether you do or not We can't So Margin Notes: Transferrs. Gov.r Accused of rec.ing Presents to - Obtain Bills to gett Writers out of Ships	The matter mentioned in the 40th paragraph of the letter of 12 January was worse still: Thomlinson's accounts in his fair and foul books did not agree with each other, nor with those sent to the Court. Neither the Council nor the Court could then be certain which was right. 44: Concerning transfers never being allowed without an order of consultation, the Council would see the Court's directions of last year. It was not to forget, or leave unexecuted, the orders then given to discover who had been bribed to allow transfers which became bad debts to the Company. 45: The Court was told that presents to the governor, or to some of his family, were necessary to obtain bills drawn upon the Court. This fact was to be cleared up among the others, together with an explanation of how any bills came to be given before being first ordered in council with an entry made in the minutes. 46: The Council told the Court that Mr Alexander wrote in the secretary's office when not in the country, but below what should be half his time. The Court did not suppose he did it for nothing. If the Council paid him for his work, it was to take care he deserved his wages, or pay him only in proportion to what he did. 47: If the Council really wanted a writer or two, it could supply itself out of one or other of the returning ships, as formerly. Whether it did so or not, the Court could not Interpretations The fair and foul books named in the close of paragraph 43 were the two stages of contemporary bookkeeping: the foul or waste book took entries roughly as transactions happened, and the fair book was the corrected formal copy. Agreement between them was the whole integrity test of the system, since the foul book showed what was originally recorded and the fair book what was finally declared. Divergence between the two, and from the copies sent home, meant the accounts could have been altered at the copying stage, which is why the Court treated it as worse than mere carelessness. The allegation of presents to the governor or his family for bills of exchange struck at the most sensitive instrument on the island. Bills drawn on the Court converted island credits into sterling payable in London, and the despatch of 22 February 1716 had already tied the bills process to corruption through William Beale's offer of £10 0s 0d in silver to the governor for a transfer. The required remedy, no bill without a prior council order entered in the minutes, applied to bills the same consultation-entry rule imposed on debt transfers after the Beale affair, closing both channels through a single documentary gate. The standing order to discover who took bribes for transfers that became bad debts kept open the inquiry the Court had launched the previous year, when it identified the storekeeper, accountant and secretary as the suspected centre of the bribery in the stores books. Repetition here, with the warning not to leave it unexecuted, treated the bench's silence in the interval as itself suspicious. Speculations The complaint about Mr Alexander continues the Court's long unease with his employment, recorded at paragraph 56 of the continuation of the despatch of 14 March 1715, where he was found litigious and ungovernable but not absolutely forbidden when urgent need required. Paying him by results rather than by station resolved the dilemma practically: the bench kept a hand it needed for the writing work while the Court capped the cost of a man it distrusted.
35	28	By Ship Princess Amelia so well judge for want of the List before taken Notice - of It seems to Us the Accomptant doth not Stick close to his Business for if he did his Clerks would do So too & then	The Court could not judge so well for want of the list it had earlier noted as missing. The accountant did not seem to stick close to his business, for if he did, his clerks would do so too, and the writing work need not

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		the Writing work need not be So far behind hand but it i[...] not natural to conceive like Master like man We have - formerly on the like Complaint Ordred that the Store= house Should be open only on Some days Certain in the week and that in the intermediate times the People there Should assist while a hurry of Writing Business for dis= =patch of Ships lasts, why is not this observed. 48: You tell us in your 54th Par.as that the Sums Menti= oned in our 64. of y. Catherine have been placed to their - Accounts in the Stores but dont Say what or whose or when nor are they exprest in ours for that was only a - General Remembrance to you tho' We find fault with Tautologys yet We must not have you run into the Contrary Extreem, express all things plain & full to make them - intelligible, why must We be at the trouble by yo.r omissions to look back three or four years to see what they were and by whom owing as to the Moneys Advanced here, besides is the general Saying they are placed to Account [...] Satisfactory or indeed any proof at all like the Ad[...] the Sums & Persons let Us have no more Occasions for Complaints of this Sort 49: We did about July last advance M.rs Miriam S[...] Ten Margin Notes: Busness of any Office to be done by others in times of intervals Money repaid - Advanced to - persons in England to be more Particular in both as to Sums and Names	be so far behindhand; like master, like man. On a similar complaint the Court had formerly ordered that the storehouse should be open only on certain days in the week, and that in the intermediate times the people there should assist while a rush of writing business for the despatch of ships lasted. The Court asked why this was not observed. 48: The Council told the Court in its 54th paragraph that the sums mentioned in the letter by the <i>Catherine</i> had been placed to their accounts in the stores, but did not say what sums, or whose, or when, nor were they set out in the Court's records, since that letter carried only a general reminder. Although the Court found fault with repetitions, the Council was not to run into the contrary extreme: everything was to be expressed plainly and fully to make it intelligible. The Court asked why it had to take the trouble, through the Council's omissions, of looking back three or four years to see what the sums were and by whom they were owing, as to the moneys advanced in England. Besides, the general statement that they were placed to account was not satisfactory, or indeed any proof at all, unlike the reporting of the sums and persons. The Council was to give no more occasion for complaints of this sort. 49: About July last the Court advanced Mrs Miriam [...] ten Interpretations The sums in question were the London advances against island wages, the standing arrangement by which the Court paid money in England to officers' families and creditors and recovered it from pay on the island, as with the £75 0s 0d paid to Mrs Harbyn for Mr Wynn on 8 November 1678 and the advances of £50 0s 0d to Mashborne and £40 0s 0d to Tovey recorded in the despatch of 5 March 1713. The system only balanced if the island books named each sum, person and date so London's payment matched a specific island debit; a bare assurance that all stood placed to account was unauditale, and the Court refused it as proof. The storehouse opening rule shows the Court managing a small clerical establishment by timetable. Restricting retail to fixed days released the stores staff to the writing office during the rush before a ship sailed, smoothing the island's most acute labour bottleneck without adding a salaried writer, and its quiet abandonment let the accomptant's office plead the very shortage the rule had been designed to cure. Speculations The proverb like master like man fixed the diagnosis of the writing backlog on Mr Hancock personally rather than on the establishment's size. The Court had tracked his promises from 29 November 1715 through 21 February 1716 and withheld his gratuity for the gap between declared near-completion and the <i>Sucess</i>'s departure, and the present passage extended the charge: an idle principal trained idle clerks, so adding hands would multiply the fault rather than mend it.
36	29	Capt. Jn.o Misenor Comder Ten pounds on Account of Sallary due to her Son M.r - Tovey and on his former desire take Care to deduct it - and let us know that it is So. 50: We have a Letter from Sergeant Southen Complain= =ing of the Ten pounds Ordered to be Stopt from him that We had Advanced to his wife to keep her from Starving, that he desired rather to lay down the Service than pay it but the Governour refused him He requests the like of Us and - that he may leave the Island Let him know We will not deny him for he hath Served Us above his Covenanted time Last year We gave you an Account what Proofs the - Woman has of her Marriage which Appear to Us Substanti= =al, and at her Continued Imporunity We have been Constrained to Advance her Five pounds lately but with this Express - Condition That it be to help her to go to Ireland to her Friends to prevent	About July last the Court advanced Mrs Miriam Tusker £10 0s 0d on account of salary due to her son Mr Tovey, at his earlier request. The Council was to take care to deduct it and confirm to the Court that this was done. 50: The Court received a letter from Sergeant Southen complaining of the £10 0s 0d ordered to be stopped from his pay, being the sum the Court had advanced to his wife to keep her from starving. He said he would rather give up the service than pay it, but the governor refused him. He now asked the same of the Court, and leave to quit the island. The Council was to let him know the Court would not deny him, for he had served above his covenanted time. Last year the Court gave an account of the proofs the woman held of her marriage, which appeared to the Court substantial. At her continued pressing the Court was lately driven to advance her £5 0s

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		her Starving and that this Shall be the last She is to expect from Us, take care he reimburse Us and Clear his Acc.ts at the Stores and then let him go where he will, In the Packet is a Letter She desires may be deliverd & read to him, He complains he cant have the Comon benefit of our West land for his Cattle, that he must remove his - Goats from a range he and his Predecessor have enjoy'd - for these twenty years past and alledges how Serviceable - he was in Govern.r Bouchers time when the Garrison were going to rise We dont know both Sides of his Case and Margin Notes: £10 to M.r Miriam Tusker Relating to Serj.t Southen and his wife in England	0d more, but on the express condition that it was to help her go to Ireland to her friends to prevent her starving, and that this was the last she was to expect from the Court. The Council was to take care he reimbursed the Court and cleared his account at the stores, and then he might go where he wished. The packet contained a letter she wanted delivered and read to him. He also complained that he could not have the common benefit of the Company's waste land for his cattle, and that he had to remove his goats from a range he and his predecessor had enjoyed for the past twenty years, and he pleaded how useful he had been in Governor Boucher's time when the garrison was close to mutiny. The Court did not know both sides of his case and Interpretations The Southen affair shows the Court operating as a tribunal of family maintenance across half the world. The wife's marriage proofs had been examined in London, witnesses heard, and stoppages of £10 0s 0d a year ordered from the husband's island pay, the arrangement first recorded under the Boucher Council and renewed at paragraph 65 of the despatch of 22 February 1716 after Joseph Glasson and others disproved the sergeant's counter-allegations. The new £5 0s 0d grant, tied to her passage to Ireland and declared final, closed the file by exporting the claimant to her own kin rather than maintaining an open-ended pension. The discharge terms applied the standard exit discipline of the establishment. Service above covenanted time created a right to leave, but the right was gated on clearing the stores account and reimbursing the Court's advances, so a departing soldier could not convert accumulated storehouse credit and London payments into a loss to the Company, the same principle behind recovering John Saward's £6 0s 0d from his plantation stock on 8 November 1678. The goat-range grievance turned on the customary use of the Company's unallotted land. Twenty years of grazing by Southen and his predecessor created no title, since the Court had reserved the waste to itself, with the despatch of 14 March 1684 declaring void all grants made against that reservation, and his eviction probably reflects the tighter management of the Company's herds and ranges under the new establishment. Speculations The governor's refusal to let Southen buy his way out of the stoppage, followed by the Court granting the discharge on its own terms, preserved the hierarchy of appeal the despatches repeatedly enforced. Pyke held the line on a standing London order, and the Court, not the bench, exercised the dispensing power, so the sergeant gained his liberty without the island learning that local protest could overturn a stoppage. The letter from the wife, sent in the packet to be delivered and read to him, suggests the Court doubted the sergeant's literacy or his willingness to receive it. Requiring it read aloud made the bench witness to the delivery, so Southen could not later deny knowledge of whatever demand or farewell it contained.
37	30	By Ship Princess Amelia and therefore can't pronounce upon it but in general say Do no injustice to him or any body else nor carry any - thing to the Utmost limits of Justice for the Boundrys - between are very narrow Do for Us as you would or should were the Case your own. 51: We have been Petitiond to permit Tho.s Thompson a Souldier who as is Alledged hath served Us his Five years to return to England to his Father an Antient Clergyman, if he hath so done or when he has let him if he desires it return as soon as he hath evend Acco.ts on the Island. 52: We have received the two Bills of Exchange remitt[...] one for Acco.t of M.r Blunt the other of John Poulter. 53: The Bill for £869,18,8 payable to Capt Mash it was presented before We received the Letter of Advice you	The Court therefore could not give a ruling on Sergeant Southen's complaints, but said in general that the Council was to do no injustice to him or to anybody else, nor carry anything to the utmost limits of justice, for the boundaries between justice and injustice were very narrow. The Council was to act for the Court as it would, or should, were the case its own. 51: The Court was petitioned to permit Thomas Thompson, a soldier said to have served his five years, to return to England to his father, an aged clergyman. If he had completed that service, or as soon as he had, he was to return if he wished, once he had settled his accounts on the island.

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		Sent by - him which made Us hesitate awhile for the future give Us Notice of Such things in our own Letters or Send Duplicates of all Such Letters of Advice in our Packetts for our Notice We therein find this great Sum drawn on Us for Blacks - he Sold the Planters and in Consequence So much of our - Debt to them is discharged Pray let Us see an end of their - Credits, the Letter of the 28th Aprill last Sign'd only by the Govern.r Says It would be best to pay all off We agree with him for this reason (tho' he gives none) That the - Pretence for drawing Bills on Us hath often been - because the Planters were our Creditors and Bills could Margin Notes: Tompson may go home 2 Bills of Exch.g p.d Capt Macketts - Bills Paid for Blacks Sold	52: The Court received the two bills of exchange remitted to it, one for the account of Mr Blunt and the other of John Poulter. 53: The bill for £869 18s 8d payable to Captain Mackett was presented before the Court received the letter of advice the Council sent by him, which made the Court hesitate for a while. For the future the Council was to give notice of such things in its own letters, or send duplicates of all such letters of advice in the packets for the Court's notice. The Court found in the advice that this great sum was drawn on it for blacks Mackett sold to the planters, and that in consequence so much of the Company's debt to them was discharged. The Court asked to see an end of their credits. The letter of 28 April last, signed only by the governor, said it would be best to pay all off. The Court agreed with him, for this reason, although he gave none: the excuse for drawing bills on the Court had often been that the planters were the Company's creditors, and bills could Interpretations The bill for £869 18s 8d shows the slave trade to the island financed entirely through the Company's London credit. Captain Mackett sold blacks to the planters, the planters paid by setting the price against credits the Company owed them, and the Company settled the captain with a single bill on the Court. The transaction cleared the island's tangled planter credits at a stroke, which is why the governor's proposal of 28 April to pay all off met agreement: extinguishing the credits removed the standing excuse for drawing further bills on London. A bill presented in London before its letter of advice arrived created a genuine acceptance dilemma. Advice was the drawer's authentication, and paying without it risked honouring a forged or altered bill, while refusing risked protesting a true one and damaging the island's credit. The Court's hesitation over so large a sum, and the new rule requiring duplicates of every advice in the packets, applied to bills the same redundancy of conveyance long required for despatches and accounts. The five-year term pleaded by Thomas Thompson reflected the soldier's covenant of the establishment, carrying the right of return with free passage first guaranteed in the despatch of 20 February 1678. The condition of evened accounts at the stores repeats the standard exit gate applied in the same letter to Sergeant Southen. Speculations The Court's pointed note that the letter of 28 April was signed only by the governor records a procedural irregularity even while endorsing the substance. Correspondence was the act of the Council, and a single signature bypassed the collective check the Court had just reinforced in the rules on debate and consultation entries. Supplying its own reason for agreeing, where Pyke gave none, let the Court adopt the measure as policy rather than as deference to one officer's judgement.
38	31	Capt: Jn.o Misenor Comand[...] not be denyd them when demanded It is probable that Credit arose by their furnishing Provisions and their Blacks Labour, both these reasons if We understand yo.r Letters - right are now at an end and in Consequence We expect to have no more Since you have Yams and live Provision[...] Sufficient for our Uses on the Island and if you have - not yet a full Stock of grown Bullocks fit to kill for the Shipping Since the Islanders have rather let them Supply our Charterparty Proportion than make the getting Beef from them a reason for drawing Bills on Us. 54: The other Bills you advise to have drawn on Us have been Accepted and paid as they were tender'd tho' We must again tell you We cant be easy till We annually have our - Accounts to see the reason & had they been for large Sums We Should have Consider'd well before Ordering their Accept= =ance	Bills could not be denied the planters when demanded so long as they stood as creditors. That credit probably arose from their supplying provisions and the labour of their blacks. Both these reasons, if the Court understood the Council's letters rightly, were now at an end, and the Court consequently expected no more such bills, since the island had yams and live provisions sufficient for the Company's uses. If the Council did not yet hold a full stock of grown bullocks fit to kill for the shipping, that was because the islanders preferred to let their own cattle supply the charter party proportion rather than make the Company's purchase of beef from them a reason for drawing bills on the Court. 54: The other bills the Council advised it had drawn on the Court were accepted and paid as tendered, although the Court had to say again that it could not be easy until it received the accounts annually, so as to see

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		55: We find in the Consultation Book the 2.d Oct.r 1716. an Entry Entituled an Account of Books and Papers found in the Secret.rys Office as now placed in the Presses Sign'd by the Govern.r - and two others of the Council (M.r Haswell absent) - which We take Notice of as an Instance of obedience to our Orders so far but you tell Us in other yo.r Advices That his Office is an Old Garret and that the Rain comes into it this We cant at all Approve of The Registers of - the Island and our Orders ought not to be so exposed Do Margin Notes: Plant.rs may sell Beef &c. Compl.t for want of Acc.o Books & Papers placed in y. Secr.tys Office.	the reason for each. Had the bills been for large sums, the Court would have considered well before ordering their acceptance. 55: The Court found in the consultation book of 2 October 1716 an entry entitled an account of books and papers found in the secretary's office as now placed in the presses, signed by the governor and two others of the Council, Mr Haswell being absent. The Court noted this as an instance of obedience to its orders so far. In other advices, however, the Council reported that the office was an old garret into which the rain came. This the Court could not at all approve. The registers of the island and the Court's orders ought not to be so exposed. Interpretations The reasoning in the close of paragraph 53 dismantled the planters' bill-drawing privilege by attacking its two foundations. Credit for provisions ended because the island now fed the establishment from its own yams and livestock, and credit for slave labour ended because the Company's own purchased slaves had replaced hired blacks. With both income streams gone, the planters ceased to be structural creditors, and the standing justification for bills on London, which the Court's bill discipline since the despatch of 22 February 1716 had treated case by case, fell away at the root. The charter party proportion mentioned for beef was the contractual obligation of homeward ships to take their provisioning at the island, the supply mechanism the islanders preferred to serve from their own herds for cash from the ships' owners rather than through the Company's books. The arrangement suited the Court, since beef sold direct to shipping generated no Company debt and therefore no bills. The secretary's office in the presses fulfilled the archival programme of the despatch of 4 February 1714, which required presses and drawers for each category of records, and the inventory entry of 2 October 1716 signed by the governor and two councillors was exactly the attested schedule that programme demanded. The revelation that the records sat in a leaking garret undercut the compliance: the registers of land, the consultation books and the Court's orders were the island's legal memory, and water damage would destroy titles and accounts no signature could restore. Speculations The note of Mr Haswell's absence from the signing of the records inventory reads as deliberate marking rather than incidental detail. The Court had charged him in this same letter with frequent absence from consultations and idleness in the accounts, and recording his name as the one councillor missing from an act of documented obedience quietly added another entry to the case against his gratuity.
39	32	By Ship Princess Amelia Do you take Care to Allot a Securer place for them where they may neither be further damaged by wet or Rats as it appears by that Entry Some of them have already been This further Benefit attends the entring those Particulars that it is a Register of what remaind at Such a time and in case of another Secretarys Succeeding, the then Governour and Council must as We hereby require they do take care to - Examine whether those individual Books & Papers are deliverd over to Such Successor with what other Books have been Since Added and if they have that a Particular Entry of all be inserted in the Consultation Book as a Charge on him Take Care this be a standing Rule in future. 56: We observe in your Consultation of the 15th Janry 1716/17 - Some good Resolutions to prevent discoveries of what - Transacted in Consultation and the reasons which are in the general right, but Some Expressions therein of the word Traytor &c. ought to have been Omitted, and yet if We are rightly - Informed the reason	The Council was asked whether it took care to allot a more secure place for the records, where they might suffer no further damage from wet or rats, since the inventory entry showed some had already been damaged. Entering those particulars carried a further benefit: it formed a register of what remained at a given time, and if another secretary succeeded, the governor and council of that day had, as the Court now required, to examine whether those individual books and papers were handed over to the successor together with whatever books had since been added. If they were, a particular entry of the whole was to be inserted in the consultation book as a charge on him. The Council was to make this a standing rule for the future. 56: The Court observed in the Council's consultation of 15 January 1717 some good resolutions to prevent disclosure of what was transacted in consultation, together with the reasons, which were in general right, but some expressions in it using the word traitor ought to have been omitted. If the Court was rightly informed,

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		of making them was on a Splenetick - Occasion because Mr Thomlinson your Chaplain was told the Substance of a Clause in one of our Letters relating - to him and there is Something in that Consultation w.ch makes our Information the more probable If this be the fact It is not well done Whatever We write of any Person ought to be Communicated to them that if it Should Appear on better Evidence We were not well Informed Margin Notes: Securer place to be allotted for Orders Regist.rs &c. Secr.tys Office to be Exam.d & particulars of new books Some Expressions in y. Cons.l of Janry to prevent disco= =very of Transactions not Approv'd and y. reason Suspected for making them.	the resolutions were made on a spiteful occasion, because Mr Thomlinson the chaplain had been told the substance of a clause in one of the Court's letters relating to him, and something in that consultation made the information the more probable. If that was the fact, it was not well done. Whatever the Court wrote of any person ought to be communicated to him, so that if it appeared on better evidence that the Court was not well Interpretations The handover rule completed the records system as an institution independent of its keeper. Each secretary received the archive by an examined, itemised entry in the consultation book that operated as a charge on him, so any later gap in the registers was traceable to a named custodian and a dated transfer. The mechanism extended to the office of secretary the same personal accountability the schedule of records of 4 February 1714 had created for the documents themselves. The Court's handling of the leaked clause reversed the bench's instinct entirely. The Council had answered the disclosure to the chaplain by tightening secrecy and branding the discloser a traitor, while the Court held that its written judgements on any person ought to reach him, precisely so that an officer wrongly reported could correct the record with better evidence. Consultation secrecy, in the Court's view, protected deliberation, not the concealment of charges from the persons charged. Speculations The spiteful occasion the Court suspected fits the bench's documented pattern of pursuing private grudges through formal instruments, as in the felony prosecution of Mr Tovey censured on 22 February 1716. A secrecy resolution drafted in anger at a leak to the chaplain would serve the members whose conduct the Court's letters criticised, which is probably why the Court endorsed the rule in general terms while striking at the motive and the language. The chaplain named here, Mr Thomlinson, had corresponded directly with the Court since the despatch of 4 February 1714 acknowledged his letters. That standing private channel made him an obvious suspect on the island whenever the contents of London letters circulated, and a likely target for a consultation aimed at stopping discoveries.
40	33	Capt Jn.o Misenor Comander informed our Directions might be altered for We can - only judge of things as represented and We would never willingly lay down a wrong Rule Truth Always Appears best by day light It is Craft and ill designs that Seek for Covers and the Shade We have Some Complaints from - Mr.r Thomlinson which on compareing w. your Consultation Appear to Us to demonstrate an unchristian Unanimity in the Govern.r towards him he writes he hath been forced - to forbear the Table for four or five months together becaus[...] he could not bear the Insults and chose rather to Suffer - than live in the fire of Contention He therefore Presses - for diet Money and Continues his former request for a - House Rent but in regard We find your later Letters - Say he is Accommodated with Some new Buildings you have made him We hope he is answeard as to that, As to the other of diet Money Let your future behaviour shew if he Complains again of ill treatment at the Table it is without cause he Says it depends on the Governour - whether ever a Parsonage House Shall be built for the Minister. 57: The next Branch relating to this head is the Article of Slaves you have now and may Expect a much greater - Number than in any time past and therefore if you are industrious and carefull to make them most usefull to Us they will answer all those Purposes which you Suggested Margin Notes: Mr.r Thomlinsons Compl.ts repeated more Slaves may be Expected.	Should better evidence show the Court was not well informed, its directions might then be altered, for the Court could only judge things as they were represented, and would never willingly lay down a wrong rule. Truth always appeared best by daylight; it was craft and ill designs that sought covers and shade. The Court had received complaints from Mr Thomlinson which, compared with the Council's consultation, appeared to demonstrate an unchristian animosity in the governor towards him. He wrote that he had been forced to keep away from the table for four or five months together, because he could not bear the insults and chose rather to suffer than live in the fire of contention. He therefore pressed for diet money and continued his earlier request for house rent. Since the Council's later letters said he was accommodated with some new buildings made for him, the Court hoped he was answered as to the rent. As to the diet money, the Council's future behaviour was to decide the matter: if he complained again of ill treatment at the table, and it was without cause, that would tell its own story. He also said it depended on the governor whether a parsonage house would ever be built for the minister. 57: The next branch under this head was the article of slaves. The Council now had, and could expect, a much greater number than at any time past. If it was industrious and careful to make them most useful to the Company, they would answer all the purposes the Council had Interpretations

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			The chaplain's claim for diet money rested on the table right attached to the ministry since the founding terms of 19 December 1673, under which the minister dined at the governor's table at the Company's expense. Being driven from the table by insults converted a perquisite into a cash claim, since the Company still owed him subsistence in one form or the other, and the Court's refusal to settle the money immediately, making it turn on the bench's future conduct, put the cost of continued hostility on the governor's side of the account. The maxim that truth appears best by daylight, set against craft seeking covers and shade, supplied the Court's verdict on the secrecy resolution of 15 January 1717 in a single image. Read with the preceding paragraph, it told the bench that a council with nothing to hide had nothing to fear from its letters being known to the persons they concerned. The expectation of slaves in greater number than at any time past reflects the supply machinery the Court had built: the contracted deliveries on the <i>Mercury</i> maintained at paragraph 67 of the continuation of the despatch of 14 March 1715, and the Madagascar licensing clause requiring sound slaves, two thirds male and aged between sixteen and thirty, delivered free at the island. The same expanding supply underpinned the Court's argument earlier in this letter that planter hire payments, computed at £2,400 0s 0d, must dwindle. Speculations The quarrel between Governor Pyke and the chaplain probably descends from the leak examined in paragraph 56. Thomlinson held a direct correspondence with London, acknowledged since 4 February 1714, and a governor whose conduct travelled home through the parsonage had a motive both for the insults at table and for indefinitely deferring the parsonage house, which would have given the minister an establishment independent of the fort.
41	34	By Ship Princess Amelia Suggested as the reasons why you desired a Supply Be sure to use them Humanly Remember they are men Suffer none to Insult them nor even to Strike them but their - immediate Overseers and let not those Tyrannize over - them, Apply them to Such works of ours as they are or Can be Severally made fittest for, Breed them up Especially the younger to all Sort of Handicrafts or other Buisness which our Affairs Stand in need of Keep them to Constant hours of Labour Allow them Leizure on all Sundays except in Cases of present real necessity and on Some Particular - festivals This will make them love and fear you for they are indued with reason as well as you and they can discern the difference between wrong & right and if only Punisht when they deserve it and with no more Severity than their faults deserves they will Stand Self Condemnd in their own Consciences which is the first Step to Reforma= tion Remember to feed them well so as to keep them in heart that they may do their work Appoint Some of them to go a fishing at times for the Service of them all that will be an Addition to their Yams, Capt White is very Positive that the Slaves he formerly brought you from Guinea and which you changed for Some of his Mada= gascar People were twice the worth of those you had from him being askt how that happend he said when he in the Voyage to the West Indies from S.t Helena discoursed with them they told him of their Miserable usage Margin Notes: to use them well and not Suffer y. Overseers to Tyran= =nize over y.m the young.r Sort to be taught Handi= crafts &c. To feed y.m well to Employ Some in fishing for y. Rest Capt Whites Infor= =mation ab.t Some Exchanged. &c.	The greater supply of slaves would answer all the purposes the Council had suggested as its reasons for wanting them. The Council was to be sure to use them humanely and remember they were men. Nobody was to insult them, or even strike them, except their immediate overseers, and those overseers were not to tyrannise over them. They were to be applied to such of the Company's works as they were fittest for, or could gradually be made fittest for. The younger ones especially were to be brought up to all sorts of handicrafts and other business which the Company's affairs needed. They were to be kept to constant hours of labour, but allowed leisure on all Sundays, except in cases of present real necessity, and on some particular festivals. This would make them love and fear the Council, for they were endowed with reason as much as anyone and could tell the difference between wrong and right. If punished only when they deserved it, and with no more severity than the fault deserved, they would stand self-condemned in their own consciences, which was the first step to reformation. The Council was to remember to feed them well, so as to keep them in heart for their work. Some of them were to be appointed to go fishing at times for the service of them all, which would be an addition to their yams. Captain White was very positive that the slaves he formerly brought the Council from Guinea, which were exchanged for some of his Madagascar people, were twice the worth of those received from him. Asked how that came about, he said that when he talked with them on the voyage from St Helena to the West Indies, they told him of their miserable Interpretations The management code in this paragraph treats the slaves as long-term Company capital rather than expendable labour. Reserving correction to the immediate overseers established a single chain of

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			discipline and barred casual violence from soldiers and planters, while the training of the young in handicrafts followed the programme begun with Mr Cleve's instruction of blacks in joinery and carpentry under the despatch of 5 March 1713, converting imported labour into a self-renewing skilled establishment. Sunday rest, adequate feeding and proportionate punishment were framed as instruments of productivity and control, securing love and fear together, and the appointed fishing parties made the slave establishment partly self-provisioning on top of the yam ration. Captain White's evidence shows the Court auditing its own slave policy through the carriers. The Guinea slaves exchanged at the island for Madagascar people had doubled in relative worth by the time White reached the West Indies, and his explanation, drawn from what the exchanged slaves told him of their treatment, gave the Court independent testimony about usage on St Helena that no bench letter would have supplied. The Court had defended the Madagascar supply on 14 March 1715 with the argument that the same kind of slaves answered well in the West Indies under proper discipline, and White's report tested exactly that comparison. Speculations The unusually explicit declaration that the slaves were men endowed with reason, able to discern right from wrong, probably reflects the island's founding tradition as much as general principle. The establishment of 19 December 1673 had promised manumission within seven years to baptised slaves and made a free planter of Black Oliver, and the Court here grounded its discipline code in the same premise, that conscience could be enlisted where mere severity had already produced the miserable usage White reported.
42	35	Capt Jn.o Misenor Comand[...] usage and that they had little or nothing besides Yams and rejoiced Exceedingly they were delivered from S.t Helena He added the Madagascar Sort you now have will - prove of little Service unless you feed them well for - that in their own Country they had plenty of heartening - food particularly Beef, and without it they would droop and die and all agree in this That the Planters take great care of theirs and nurse them well as Remembring they live by their labour and therefore a few of theirs do them more Service than many of ours, If as Sometimes happens any of our Cattle happen to be killed by falls and are not very - fat they cant be as We think better disposed of than to the Blacks especially those put to the most laborious Services In a word use and feed them well that they may be always fit and able to undergo the Service you appoint them to 58: The List in the Packet will Shew you how many more you may expect from the Ships We have this Season Licenced to proceed for Madagascar You will be able to make a good guess when they will arrive Our Covenants w.th the Capt.s to whom We grant the Licences are that the Governour - is to choose which he will have therefore if he dont take the best it is a damage to Us and his fault We told you this in Par.a 77 of Catherine and sent you Copyy of that Covenant and therefore Wonder what Should make you desire in Par.a 4 of your Letter of the 8 May to - have Margin Notes: to give y.m Cattle come by Casual death. Best Madagasc.r Blacks to be Chosen	The exchanged slaves told Captain White of their miserable usage, and that they had little or nothing besides yams, and rejoiced exceedingly to be delivered from St Helena. He added that the Madagascar sort the Council now held would prove of little service unless fed well, for in their own country they had plenty of nourishing food, particularly beef, and without it they would droop and die. All agreed that the planters took great care of their own slaves and nursed them well, remembering that they lived by their labour, and a few of theirs therefore did more service than many of the Company's. If, as sometimes happened, any of the cattle were killed by falls and were not very fat, they could not, in the Court's view, be better disposed of than to the blacks, especially those put to the most laborious services. In a word, the Council was to use and feed them well, so that they were always fit and able to undergo the labour appointed to them. 58: The list in the packet would show the Council how many more slaves it might expect from the ships the Court had licensed this season for Madagascar, and a fair guess could be made of when they would arrive. The covenants with the captains to whom the licences were granted provided that the governor was to choose which slaves he would have. If he did not take the best, the damage fell on the Company and the fault was his. The Court had said this in paragraph 77 by the <i>Catherine</i> and sent a copy of the covenant, and therefore wondered what should make the Council desire, in paragraph 4 of its letter of 8 May, to Interpretations The comparison between planter slaves and Company slaves identified an incentive failure at the heart of the public establishment. Planters fed and nursed their own because their livelihood depended on each slave's output, while the Company's slaves, managed by salaried officers with no personal stake, were left on yams alone. The Court's remedy of issuing fallen cattle to the heaviest-worked blacks converted an accounting write-off into rations, raising the effective diet at no cash cost.

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			The governor's right of first selection under the Madagascar covenants placed the quality risk of the slave supply on the island rather than the carrier. The licensing terms set out at paragraph 77 of the continuation of the despatch of 14 March 1715 already required sound and merchantable slaves within fixed age limits, with £40 0s 0d a head payable for short delivery, and the choice clause completed the scheme: with the pick of each cargo guaranteed, any inferior intake was the governor's own fault and not a ground of complaint to London. Speculations Captain White's dietary point, that Madagascar slaves were accustomed to beef and drooped without it, probably carried particular force because it converted humanity into an investment argument. Each slave represented a purchase price of about £21 0s 0d a head at the bulk rate, and stock that died for want of feeding was capital lost, so the Court could press better usage on the bench in the same breath as it pressed economy everywhere else.
43	36	By Ship Princess Amelia have liberty to choose the fittest this Shews you dont - well attend to our Orders if you did you would have - found We had taken Care of that and further directed you to require a Sight of the Capt.s Covenants We now Say the Licences this year have the Same Covenants Remember you have many Old Slaves therefore Choose the Lusty young ones they are likely to last longer and to be better traird up to Trades & to become more Supple and Sooner brought to - business than the Old and Stubborn If any Capt.ns refuse to - let you Choose dont take any if not very good but advise Us and We will make them pay the Forty Pound a head Penalty in the Covenants for their owners have given Us Bond for their Performance but first give the Captains Notice this is our Orders that they may be perswaded by fair - means to Comply The Arabella being bound to deliver her Cargo at Buenos Aires her owners have desired Us to Accept of her Number from Some other Ship they will engage - to deliver for their Account which We mention for yo.r Notice 59: We have in a former Par.a directed how We would have the Lists sent Us of their Employments these will be So large a Supply that We expect to hear no more of Hiring any from the Planters on any Acc.ot whatsoever and hope you will take Care to keep ours Always Employed in one business or other wherein they may be most Usefull to Us If the Planters with only a few can do So Margin Notes: the young Lusty Slaves are y. best to be Chosen of w.ch the Capt.s to have Notice. No more Blacks to be Hired the Comp.as to be always Employ'd	The Council had asked liberty to choose the fittest slaves, which showed it did not attend well to the Court's orders. Had it done so, it would have found the Court had already taken care of that, and had further directed it to require a sight of the captains' covenants. The Court now confirmed that this year's licences carried the same covenants. Since the island held many old slaves, the Council was to choose the strong young ones, who were likely to last longer, to be better trained up to trades, and to become more adaptable and sooner brought to business than the old and stubborn. If any captains refused to let the Council choose, it was to take none unless they were very good, and to advise the Court, which would make the owners pay the £40 0s 0d a head penalty in the covenants, for they had given the Court bonds for performance. The captains were first to be given notice that these were the Court's orders, so that they might be persuaded by fair means to comply. The <i>Arabella</i>, being bound to deliver her cargo at Buenos Aires, could not call, and her owners had asked the Court to accept her number of slaves from some other ship they would engage to deliver on their account, which was mentioned for the Council's notice. 59: The Court had directed in a former paragraph how it would have the lists of the slaves' employments sent. The supply would be so large that the Court expected to hear no more of hiring any from the planters on any account whatsoever, and hoped the Council would take care to keep the Company's slaves always employed in one business or another in which they might be most useful. If the planters with only a few could do Interpretations The enforcement design for the slave covenants ran in graduated stages. Fair-means notice to the captains came first, then refusal of any but very good slaves where choice was denied, and finally the £40 0s 0d a head penalty recovered in London from the owners' bonds. The bond was the operative instrument: because the owners had secured performance at home, the island bench never needed to compel a captain at the anchorage, only to document his refusal and report it, keeping enforcement where the Company's legal power actually lay. The preference for young slaves over the fittest reframed selection as a capital decision rather than a labour one. A strong adult offered immediate output, but a young slave promised more years of service and could be trained to the trades under the apprenticeship programme running since Mr Cleve's instruction in joinery and carpentry was ordered on 5 March 1713, while the old and stubborn carried both shorter lives and fixed habits. The guidance corrected a bench that had asked for present strength when the Court was buying future decades.

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			The <i>Arabella</i> substitution shows the licensing system flexible enough to preserve its yield when a ship's voyage changed. The slave-delivery obligation attached to the licence, not the hull, so owners bound for Buenos Aires discharged their covenant by engaging another vessel to deliver their number, and the Company's supply continued uninterrupted. Speculations The expectation of hearing no more of hiring from the planters on any account closed a channel the Court had come to distrust as much for its politics as its cost. Hire payments had made the planters the Company's creditors, and that creditor position was the standing excuse for drawing bills on London dismantled earlier in this letter, so a slave supply large enough to end hiring served the bill discipline as directly as it served the works.
44	37	Capt. Jn.o Misenor Comand[...] so much as it is plain M.r Powell from your own - Shewing doth, what mayn't you do with so many a Private man with a much less Number having Ground and Materials as you have of ours would if industrious and Carefull to employ them rightly raise a Prodigious - Estate from their labour Surely then you may do - pretty near as much for Us in Applying them to the Cultivating and fencing our Lands Looking after our Cattle & in assisting in the Buildings of which in a follow= =ing Par.a but then there must be better care than was at Hutts Plantation where if We dont mistake the Entry in Con= sultation of the 23 Oct.r one Jessey brings in Bills for £98,13, Charge and the work done valued on a view at but twenty Pounds, this was referred to M.r Bazett's Examination but We dont find his report upon it Surely this Jessey ought to Eat no more of our Bread if the Case be as We apprehend it Let Us know the whole of it and what Jessey has to Say for himself for if We remember right We have heard that man Complained of that he and his family live upon Us and do Us a real injury under pretence of being our Overseer. 60: The last branch under this third head is the Article of Revenues and this leads Us to remark That We have not this year received any Account of them which We ought to have and Some times have had, This We expect be the Gov.rs (for the time being) immediate care to have it Sent, If he Lets Margin Notes: to what business Appointed Jesseys Acc.t at Hutts Suspected to be Wrong Notice to be given thereof. Revenues to be sent Yearly	If the planters with only a few slaves could do so much, as Mr Powell plainly did by the Council's own showing, the Council was asked what it might do with so many. A private man with a much smaller number, holding such ground and materials as the Council had of the Company's, would, if industrious and careful to employ them rightly, raise a prodigious estate from their labour. Surely then the Council might do nearly as much for the Company by applying them to cultivating and fencing the lands, looking after the cattle and assisting in the buildings, of which more in a following paragraph. There had to be better care, however, than was shown at Hutt's plantation, where, unless the Court mistook the entry in the consultation of 23 October, one Jessey brought in bills for a charge of £98 13s 0d while the work done was valued on inspection at only £20 0s 0d. The matter was referred to Mr Bazett's examination, but the Court found no report from him. This Jessey ought to eat no more of the Company's bread if the case was as the Court understood it. The Council was to let the Court know the whole of it, and what Jessey had to say for himself, for if the Court remembered rightly it had heard that man complained of before, as one who with his family lived upon the Company and did it real injury under pretence of being its overseer. 60: The last branch under this third head was the article of revenues. This led the Court to remark that it had not this year received any account of them, which it ought to have, and sometimes had. The Court expected the governor for the time being to take immediate care to have it sent. If he Interpretations The Jesey case shows the works accounts being tested against physical inspection rather than paper alone. Bills of £98 13s 0d set against work viewed at £20 0s 0d implied that nearly four fifths of the charge was fictitious or wasted, and the disappearance of the referred examination into Mr Bazett's hands without a report repeated the pattern the Court had condemned in the Hodgeson land inquiry of 9 December, where matters referred on the island simply died. The sanction proposed, that Jessey eat no more of the Company's bread, meant dismissal from an establishment in which an overseer's diet was itself part of his pay. The argument from Mr Powell's success deployed the Company's most awkward critic as its benchmark. Powell, the private storehouse keeper behind the resistance to the bills traced at the consultation of 7 February 1716, demonstrated by his own thriving what slave labour rightly managed could yield, and the Court turned his example against the bench: the Company supplied more slaves, more ground and more materials than any private man held, so the gap between his estate and the Company's returns measured the bench's management. The annual revenue account demanded in paragraph 60 had been a fixed obligation since the comprehensive

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			annual return was prescribed on 5 March 1713, with the yearly account of revenue and disbursements required of the governor personally as far back as the private letter of 14 March 1684. Fixing the duty on the governor for the time being, rather than the bench, continued the Court's method through this letter of attaching each reporting failure to a single accountable office. Speculations The overseer Jesey living on the Company with his family under pretence of service probably explains why this paragraph immediately follows the comparison with planter management. A hired overseer drawing bills for invisible work was the precise opposite of the planter who nursed his slaves because he lived by them, and the juxtaposition let the Court argue that the Company's losses came not from the slaves' capacity but from the men set over them.
45	38	By Ship Princess Amelia Lets it be Omitted hereafter any one year he must bear the blame and it may happen to fall heavier than he would wish We have Wrote on this head largely last year whereto refer you and among other things That you Should take on all Arrack 12.d a Gallon Custom - and on all other Goods Five p Cent on their [...] Exception We now Say extend this Order to [...] be pretended to be necessarys for the Captains [...] Expend a Shore or for defraying their Charg[...] find Some Instances in your Consultations [...] them Such Custom free but We dont know [...] Authority and you Complain they made [...] return for that Civility, In a word let it be so [...] 61: You did well to fine Joseph Bates the [...] you caught him dealing in Wines run a Shore which he knew to be So, and Richard Smitherman because in his Custody was found Some of the Companys Stollen Goods and he could not give a good Acco.t how he came by them. Fourthly touching our Fortifications Buildings & Garrison Stores. 62: We have not yet been able to provide and send the Carpenters Bricklayers and Masons you desire to help Build the Planters Houses of which you Say twenty want to be new built or repaired nor have any Gardiners Margin Notes: 12.d a Gall Custom on Arrack other Goods 5 p C.t Even what's pretended for y. Capt.ns use & not to be Omitted. Bates fined £[...] also Smithermans Trades Men not yet provided.	Should the governor let the revenue account be omitted in any future year, he had to bear the blame, and it might fall heavier than he would wish. The Court had written largely on this head last year, to which it referred the Council, directing among other things that a custom of 12d a gallon be taken on all arrack, and 5 per cent on all other goods on their value, without exception. The Court now extended this order even to whatever might be claimed as necessarys for the captains to spend ashore, or for defraying their charges. Some instances appeared in the consultations of allowing them such goods custom free, but the Court did not know by what authority, and the Council itself complained that the captains made no return for that civility. In a word, it was to be so no longer. 61: The Council did well to fine Joseph Bates, whom it caught dealing in wines run ashore which he knew to be smuggled, and Richard Smitherman, because some of the Company's stolen goods were found in his custody and he could give no good account of how he came by them. The fourth division of the letter concerned the Company's fortifications, buildings and garrison stores. 62: The Court had not yet been able to provide and send the carpenters, bricklayers and masons the Council asked for to help build the planters' houses, of which the Council said twenty needed to be newly built or repaired, nor had it found any Interpretations The customs extension closed the last open exemption in the island's tariff. The 12d a gallon arrack duty descended from the twelvecence rate approved at Article 43 of the despatch of 14 March 1715 as a check on drunkenness as much as a revenue, and the 5 per cent ad valorem on all other goods generalised it into a complete import duty. Captains' necessarys had been the loophole: goods landed free as personal expenditure could be sold on, and the bench's own complaint that the captains returned nothing for the civility showed the concession bought no goodwill, so the Court abolished it outright. The two fines upheld in paragraph 61 mark the two ends of the smuggling chain. Bates was punished for dealing in wines run ashore, the distribution offence, and Smitherman on a possession rule under which custody of stolen Company goods without a good account was itself the offence, relieving the bench of proving the original theft. Together they enforced the customs regime of the preceding paragraph at the point where it was most easily evaded, the informal landing of goods from visiting ships. Speculations The Court's commendations here, rare in a letter of censures, fall precisely where the bench acted against private trade rather than against each other. Set beside the rebukes for the Tovey prosecution and the secrecy resolution, the pattern suggests the Court was

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			deliberately teaching the bench where its zeal was wanted: fines for smugglers earned praise, prosecutions born of spleen earned reversal.
46	39	Capt. Jn.o Misenor Comand.r Gardiners or Husband men yet presented, We are told that the Barracks will Stand Us in two thousand Pounds, they make a fine Shew but will not Answer the charge Surely had you Study'd our Interest the Storehouses which you say are so necessary to be built near to the Fort ought to have been first regarded and while you are taking - care for the Officers Rooms in those Barracks our own - Covenant servants necessary Rooms to do our Business in ought not to be neglected If what is Said be true that M.r - Haswell had only a thatcht Cottage to live in half a Mile from the Fort which being burnt down he is fain to - Provide for himself Pray Let Us know why he hath not an apartment in the Fort, Surely all the Council ought to live there to be nearer their Business unless there be an Exception as to the Storekeeper Is it intended that no body but the Govern.r Shall live in the Fort that his manage= =ment may not be liable to any Inspection but of his own immediate Dependants or Creatures and he may there Appear Lord Paramount. 63: We have before hinted that the Govern.r is charged - with neglecting the Fortifications and running on new Projects and it is plain by what is mentioned to be - wanted for Securing the Island in the Letter of the 12th Janry from Par.a 63, to 73, this charge is in great - measure if not Altogether true Can he Suppose that the Margin Notes: Barracks Said to Cost £2000. Store Houses - necessary - & to be first regarded Offic.rs Rooms not to be Neglected why Capt Haswell had not one in the ffort. where all y. Coun.l ought to have Appartm.ts Gov.r accusd of - running upon Pro= =jects.	No gardeners or husbandmen had yet presented themselves. The Court was told the barracks would cost the Company £2,000 0s 0d; they made a fine show but would not answer the charge. Had the Council studied the Company's interest, the storehouses, which the Council itself said were so necessary to be built near the fort, ought to have been considered first. While the Council took care of the officers' rooms in those barracks, the necessary rooms for the Company's own covenant servants to do its business in ought not to have been neglected. If it was true that Mr Haswell had only a thatched cottage to live in, half a mile from the fort, and that on its burning down he had to provide for himself, the Court asked to know why he had no apartment in the fort. Surely the whole Council ought to live there to be nearer their business, unless an exception was needed for the storekeeper. The Court asked whether it was intended that nobody but the governor should live in the fort, so that his management would be open to no inspection except by his own immediate dependants or creatures, and he might appear there as lord paramount. 63: The Court had earlier hinted that the governor was charged with neglecting the fortifications and running on new projects. By what the letter of 12 January, from paragraphs 63 to 73, said was wanted for securing the island, the charge was plainly true in great measure, if not altogether. The Court asked whether he could suppose that the Interpretations The barracks critique applied a strict priority test to capital spending. The Court ranked works by their service to the Company's business: storehouses near the fort protected stock and enabled the supervised storekeeping approved at the Castle on 14 March 1715, office rooms enabled the writing work the bench constantly pleaded it lacked hands for, while a £2,000 0s 0d barracks making a fine show served comfort and appearance. The order in which the bench had built was read as evidence of whose interest governed its choices. Residence in the fort carried constitutional weight beyond convenience. Councillors living within the walls saw the daily management of stores, works and garrison, so their physical exclusion, with Mr Haswell reduced to a thatched cottage half a mile off, dismantled the mutual inspection on which the Court's system rested. The phrase lord paramount, the feudal term for a supreme landlord with no superior, accused Governor Pyke of converting the fort into a private jurisdiction inspected only by his dependants, the same despotic tendency the Court had condemned in his handling of the <i>Eagle Galley</i> mutineers in the despatch of 14 March 1715. Speculations The Court's readiness to credit the cottage story against the governor probably owed something to its source. Mr Haswell stood under heavy censure elsewhere in this letter, yet his housing grievance was taken up with sympathy, which suggests the Court weighed each officer's complaints on their tendency to expose the governor rather than on the complainant's own standing, keeping every member of a quarrelling bench useful as a check on the rest.
47	40	By Ship Princess Amelia the Works Alledged to be done in the Seven or eight following Par.as excepting the Crane and repair of the Old Storehouse are of any Significancy in Comparison of the Necessary Fortifications God be thanked We have now Peace and We hope it may last but none know how Long ought not then the first care to be to Secure our Ships in the Road from any Attempts of an Enemy Is it so - long Since the Queen and Dover were taken that - they should	The governor could not suppose that the works listed in the seven or eight following paragraphs, excepting the crane and the repair of the old storehouse, carried any significance in comparison with the necessary fortifications. God be thanked there was now peace, and the Court hoped it might last, but nobody knew how long. The first care ought therefore to be securing the Company's ships in the road from any attempt of an enemy. The Court asked whether it was so long since the

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		be quite forgotten We found just fault with Governour Bouchers Carelessness in that particu= lar Hath our now Governour taken warning, would not the Same labour and Expen= ce laid out in mending the Path up the Countrey (which heretofore servd - tollerably well as it then was Excepting that the - Women could not go up in their Sedans a visiting) have gone a great way in repairing the Old and raising - new Batterys & Works to defend the Ships, Touching that Path and the reasons for mending it (which Some People Say is a real weakening of the Island as it makes the Approach to the Fort out of the Country much - Easier then before) We have Wrote last year & expect a plain and full answer thereto But to look for= ward Be sure to Apply as many of our Blacks as you can Spare from the other necessary parts of our Business to carry on the Fortifications first those	<i>Queen</i> and the <i>Dover</i> were taken that they should be quite forgotten. It had found just fault with Governor Boucher's carelessness in that particular, and asked whether the present governor had taken warning. The same labour and expense laid out on mending the path up the country would have gone a great way in repairing the old batteries and raising new works to defend the ships. The path had previously served tolerably well as it was, except that the women could not go up it in their sedans on visits. Concerning that path and the reasons for mending it, which some people said was a real weakening of the island, since it made the approach to the fort from the country much easier than before, the Court had written last year and expected a plain and full answer. Looking forward, the Council was to be sure to apply as many of the blacks as could be spared from the other necessary parts of the Company's business to carry on the fortifications first, those Interpretations The captures of the <i>Queen</i> and the <i>Dover</i> in the road supplied the Court's standing proof that the anchorage, not the island, was the prize an enemy sought. Shipping lying under the fort represented cargo worth far more than the whole establishment, which is why batteries commanding the road ranked above every civil work, and why the same charge of carelessness once levelled at Governor Boucher was now turned on Pyke as a warning with a precedent of removal behind it. The objection to the improved country path identified a defensive trade-off the bench had ignored. A track barely passable was itself a fortification, since any landing party from Lemon Valley or Sandy Bay had to approach the fort from inland, and engineering it into a good road handed the attacker the same convenience it gave the sedan chairs. The Court's sarcasm about the women visiting fixed the suspicion that the work served the senior families' society rather than the Company's security. The direction to put the slaves onto the fortifications first connected the labour policy of this letter to its strategic complaint. The Court had argued that the enlarged slave supply ended planter hire and freed a large disposable force, and it here named the works on which that force was to be spent, with the crane and old storehouse the only civil exceptions allowed. Speculations The detail of the sedans suggests the Court's intelligence on the path came from a hostile witness on the island rather than from the bench's letters, since no council would have reported its own works in those terms. The unnamed some people who called the road a weakening of the island probably belonged to the same channel of private correspondence, through men like the chaplain Thomlinson, on which the Court's knowledge of the garret records office and the Haswell cottage also appears to rest.
48	41	Capt: Jn.o Misenor Comd.r those most absolutely necessary, then the rest, You have now good Stone and Morter there remains only La= bour The Plantation House must not be Sufferd to - fall down take care to repair it as you are able. 64: What necessity was there to lay out Two hundr.d Pounds on a Goat Pound If as is alledged one of Forty Pounds would have done as well is this any Proof to convince Us that the Govern.or doth indeed Endeavour to deserve our favour, but in hopes he will better bethink - himself what is most for our Service and bestir him= self to Accomplish it We shall forbear making Some Animadversions which he appears to Us to deserve The building the Cranes, making good the Landing Place, repair =ing the Bridge and Rendring the Passage for carrying Goods to the Storehouse easier and Some other Small - matters he mentions to have done are but like Tything Mint annise and Cummin in comparison of those	The fortifications most absolutely necessary were to come first, then the rest. The Council now had good stone and mortar; only labour remained. The plantation house was not to be allowed to fall down, and the Council was to take care to repair it as it was able. 64: The Court asked what necessity there was to lay out £200 0s 0d on a goat pound when, as was alleged, one of £40 0s 0d would have done as well, and whether this was any proof to convince the Court that the governor did indeed try to deserve its favour. In the hope that he would think again about what was most for the Company's service, and bestir himself to accomplish it, the Court would refrain from making some criticisms he appeared to deserve. The building of the cranes, the making good of the landing place, the repair of the bridge, the easing of the passage for carrying goods to the storehouse and some other small matters he mentioned having done were like tithing mint, anise and

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		weigh = tier matters The Protection of our Ships and Safety of - the Island from an Enemys Attempts tho' the one ought to be done the other must not be left undone If this - Instance of his care to Secure the Island had been added to those he gives of his good mannagem.t in the Letter of the 28th April Signed only by himself it would have outweighed all the rest even that single Article of lessening the Generall Charges because not yet proved to Us for	cumin in comparison with the weightier matters, the protection of the Company's ships and the safety of the island from an enemy's attempts. Although the one ought to be done, the other was not to be left undone. Had this instance of his care to secure the island been added to those he gave of his good management in the letter of 28 April, signed only by himself, it would have outweighed all the rest, even that single article of lessening the general charges, because that article was not yet proved to the Court Interpretations The £200 0s 0d goat pound stood as the letter's concrete proof of the projects charge against Governor Pyke. A fivefold overspend on an enclosure for goats, set against batteries left unbuilt, gave the Court a single figure that made the case for misallocated labour better than any general complaint, and the suspended criticisms, held back in hope of amendment, applied to the governor the same conditional forbearance the Court used with gratuities. The allusion to tithing mint, anise and cumin, drawn from the gospel rebuke of those who tithed garden herbs while omitting the weightier matters of the law, supplied the Court's exact doctrine of priorities: the small works were not condemned but ranked, with the closing balance, that the one ought to be done and the other not left undone, quoting the same passage. Scripture gave the censure an authority no commercial argument carried, and made it quotable at the island's own table. The dismissal of the cost-saving claim in the governor's letter of 28 April because not yet proved shows the Court's evidential standard for self-reported merit. A reduction in the general charges could only be verified from the annual accounts, which Mr Hancock's office had still not delivered, so the governor's best claim to favour stood hostage to the very accounting failure the letter elsewhere condemned. Speculations The governor's catalogue of completed works, cranes, landing place, bridge and storehouse passage, reads as chosen to please the Court's commercial instincts, since each served the despatch of shipping and the movement of goods. The Court's response, ranking even these below the batteries, suggests it sensed the selection was rhetorical: Pyke had answered the complaint about unfinished projects with finished ones, while leaving the fortifications, the one head on which the Court had demanded progress, exactly where they stood.
49	42	By Ship Princess Amelia for the Securing the whole is preferable to that of a - Small part included therein. Fifthly touching the Civil Governm.t of the Island or the Productions thereof in gener[...] & what Concerns any of the Inhabitants. 65: We need only refer you in general to what wrote on this head last year but as there are Some particulars in - the Letters and Consultations &c. before Us proper to be taken Notice of We shall tell you our minds and give you our - Directions as follows tho' if you would but attend to our former Orders even these would be needless. 66: We are pleased to find the Island is So well recovered from Drought that great token of the Divine Displeasure & Judgm.t three or four years ago which killed most of your Cattle and reduced the Inhabitants to a State of Penury and that you have So good a Prospect of a farther encreasing Plenty as to live Provisions, That you are become Sensible of the Mischief Still upon you, as to your Vegetables Occasioned by the Destruction of the wood That the Planters are hardly to be perswaded how much it is their Interest to rise new Trees notwithstanding Experience Shews them where the Trees are they Shelter the very ground as well as the fruit Trees from the hurtfull winds and Blasts caused thereby and where either or both lie	Securing the whole island was preferable to securing only a small part of it. The fifth division of the letter concerned the civil government of the island, its productions in general and whatever concerned any of the inhabitants. 65: The Court needed only refer the Council in general to what it wrote on this head last year. Since some particulars in the letters and consultations before it deserved notice, however, it would speak its mind and give directions as follows, although these too would be needless if the Council would only attend to former orders. 66: The Court was pleased to find the island so well recovered from the drought, that great token of divine displeasure and judgement three or four years earlier, which killed most of the cattle and reduced the inhabitants to a state of poverty, and to find so good a prospect of further increasing plenty in live provisions. It was also pleased that the Council had become aware of the harm still upon it in its vegetables, caused by the destruction of the wood, and that the planters could hardly be persuaded how much it was in their interest to raise new trees. Experience showed them that where trees stood, they sheltered the very ground as well as the fruit trees from the damaging winds and blasts caused by

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		exposed how very prejudicial those Sudden Gusts prove to the People as well as the fruits as your 29th & 60th Par.as of the 12th Janry Mention If	the clearance, and that where either or both lay exposed, those sudden gusts proved very harmful to the people as well as the fruits, as paragraphs 29 and 60 of the letter of 12 January mentioned. Interpretations The connection drawn between deforestation and crop failure shows an early grasp of what would now be called environmental management. The bench's own paragraphs traced the wind damage to the destruction of the wood, and the Court treated tree cover as productive infrastructure sheltering ground, fruit and people alike, with replanting an investment the planters resisted because its returns fell beyond their own horizon. The island's timber had been a standing concern of the establishment since Mr Cleve was charged on 5 March 1713 with annual reports on the stock remaining and the supply needed. Reading the drought as a token of divine displeasure placed the island's economy inside the providential framework that governed the Company's formal discourse, where natural disaster invited moral reform as much as material remedy. The framing was not idle: a bench reminded that judgement had once killed most of the cattle was being prepared for the letter's running argument that plenty restored was a trust to be managed, not a windfall to be consumed. Speculations The remark that even these directions would be needless if former orders were attended to gives the fifth division its key in advance. The Court had reached the same conclusion under every previous head, from the indents to the records, and the repetition here suggests the letter was composed as a single sustained demonstration that the island's failures were failures of obedience rather than of circumstance.
50	43	Capt. Jn.o Misenor Comand.r If you review our former Letters you will See how - sensible We were of the benefit the Island would receive by the Law made in Gov.r Roberts's time for planting - Trees that We directed it should be enforced allowing proper relaxations to such as could not Plant & Fence in within the time limited for want of Slaves how it came to be - neglected of late you know best, the Employing the Peoples Blacks at the works by what We understand of the works may perhaps be a true but is not a good reason However - as you are to have no more Occasion for them since you are fully Supplied by Us We require you to take care from this time forward to See that Law take place Endeavour to perswade the People to it by argument for English men - are to be led not forced If it be necessary call a Generall Assembly and shew them how beneficial that Law will be to the whole Island and the Mischievous Consequences of cutting down the Trees formerly If this answers you gain your - end and the best way If it will not let them know the Law shall have its Effect and that you will use your Authori[...] to make them do good to themselves & Posterity though it be against their Wills and as best Precepts are Examples - do you take care Trees are planted at the head of James Valley in lieu of those cutt down Since you mention in - Par.a 29th Our Garden once exceeding fruitful is now barren for want of their Shelter. 67: The fencing in the Lands must not be forgotten or the	A review of the Court's former letters would show the Council how aware the Court was of the benefit the island would receive from the law made in Governor Roberts's time for planting trees. The Court had directed its enforcement, allowing proper relaxations to those who could not plant and fence within the time limited for want of slaves. How it came to be neglected of late, the Council knew best. The plea that the people's blacks were employed at the works might perhaps be true, from what the Court understood of the works, but it was not a good reason. In any case the Council was to have no further occasion for those blacks, being fully supplied by the Court, and was required from this time forward to see that the law took effect. The people were to be persuaded to it by argument, for Englishmen were to be led, not forced. If necessary a general assembly was to be called and shown how beneficial the law would be to the whole island, and the mischievous consequences of the earlier cutting down of the trees. If this answered, the end was gained the best way. If it would not, the people were to be told the law would have its effect, and that the Council would use its authority to make them do good to themselves and posterity, even against their wills. Since the best precepts were examples, the Council was to take care that trees were planted at the head of James Valley in place of those cut down, for the Council itself mentioned in paragraph 29 that the Company's garden, once exceedingly fruitful, was now barren for want of their shelter. 67: The fencing in of the lands was not to be forgotten or Interpretations The enforcement doctrine of this paragraph, that Englishmen were to be led not forced, set out the constitutional theory of the island's government in miniature. Persuasion through a general assembly came first, compulsion second and openly announced, with the law's effect never in doubt. The sequence preserved the inhabitants' status as free English subjects under the

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			letters patent of 16 December 1673 while leaving the Company's legislative power, exercised in Governor Roberts's planting law, fully intact behind the courtesy. The relaxation clause for those unable to plant and fence for want of slaves shows the law drafted against the island's real labour constraint, and the Court's present argument closed the loophole it had created: with planter hire ended and the Company fully supplied with slaves, the people's blacks returned to their owners and the excuse for non-compliance fell away. The legal obligation thus tightened automatically as the labour market changed. The barren Company garden at the head of James Valley converted the bench's own report at paragraph 29 into the demonstration plot for the policy. Replanting there made the Company the first to obey its own law, supplied a visible test of the shelter argument in the island's principal valley, and answered the planters' scepticism with an example rather than a proclamation. Speculations The Court's care to rehabilitate Governor Roberts's law is pointed, given that Roberts's irrigation works had similarly been ordered completed by the new Council on 5 March 1713 after Boucher let them lapse. Treating the deposed administrations' sound measures as standing rules to be revived, rather than as predecessors' projects to be abandoned, enforced the doctrine that the Court's orders survived every change of governor, the principle stated as the standing rules doctrine in the despatches of 5 March 1713 and 4 February 1714.
51	44	By Ship Princess Amelia the Law for doing it disregarded among other reasons because that will contribute to the encreasing of the - Wood as it keeps out the Cattle from browsing upon and eating up the young plants. 68: You tell us you do Encourage all the People who are industrious and discourage Vice That you distribute Justice impartially and in a word do observe our Orders for gentle & good Governm.t We hope It is So but from the Complaints We have We fear Such your Assurances dont extend universally It would be a real pleasure to Us to find our Selves mistaken We have repeated Complaints That you the Govern.r threaten the Inhabitants to ruine them if they Complain, That you treat those ill who you Suspect have a hand in it and M.r Thomlinson writes Us that the Gov.r said he was told which is his usual way of expressing his Jealousy he M.r Thomlinson had a hand in a Petition against him and tho' he assured him he had not nor then knew of any Such and would give his Oath of the Truth of what he Said yet this gave the Govern.r an irreconcilable animosity against him w.ch he Still continues The planters therefore pray Two of - them may have leave if they cant otherwise have redress to come to England to present their Grievances, They assert that the Govern.r is a very great Trader That his Stock of Cattle, Sheep & Hoggs at our Plantation - encreases.	The law for fencing in the lands was not to be forgotten or disregarded, among other reasons because fencing would contribute to the increase of the wood, by keeping the cattle from browsing on the young plants and eating them up. 68: The Council told the Court that it encouraged all industrious people and discouraged vice, that it distributed justice impartially and that, in a word, it observed the Court's orders for gentle and good government. The Court hoped this was so, but from the complaints it received it feared such assurances did not extend universally, and it would be a real pleasure to find itself mistaken. The Court had repeated complaints that the governor threatened to ruin the inhabitants if they complained, and that he treated ill those he suspected of having a hand in it. Mr Thomlinson wrote to the Court that the governor said he was told, which was his usual way of expressing his jealousy, that Mr Thomlinson had a hand in a petition against him. Although Mr Thomlinson assured him he had not, nor at that time knew of any such petition, and offered his oath of the truth of what he said, this gave the governor an irreconcilable animosity against him, which he still continued. The planters therefore prayed that two of them might have leave, if they could not otherwise have redress, to come to England to present their grievances. They asserted that the governor was a very great trader, and that his stock of cattle, sheep and hogs at the Company's plantation Interpretations The petition for two planters to carry the grievances to England invoked the appeal channel that made the Court a court of last resort over its own governors. The threat to ruin complainants attacked precisely that channel, since a governor who could punish correspondence with London converted the island into the closed jurisdiction the Court had already condemned in the lord paramount passage of this letter, and the planters' request for licensed deputies was the constitutional answer: complaint by authorised representatives whom the governor could not lawfully touch. The charge that the governor kept a growing private stock of cattle, sheep and hogs on the Company's

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			plantation repeated in substance the Boucher abuses reviewed at paragraph 57 of the continuation of the despatch of 14 March 1715, where live provisions worth £156 19s 6d had been converted to the governor's own use. The plantation existed to supply the garrison and the shipping, and a governor trading on his own account from it competed with both the Company and the planters while feeding his stock at the Company's expense. The phrase reported by Mr Thomlinson, that the governor said he was told, identifies the mechanism of his suspicion: anonymous report converted into settled enmity that no denial on oath could shift. The detail mattered to the Court because it matched the spiteful occasion behind the secrecy resolution of 15 January 1717 examined earlier in the letter, building a consistent picture of government by jealousy. Speculations The Court's remark that it would be a real pleasure to find itself mistaken positioned it carefully between the bench and the complainants. By neither convicting Pyke on the planters' assertions nor dismissing them, the Court preserved its leverage over both sides, holding the grievances as charges to be answered while avoiding the open breach that recalling a governor on untested complaints would create, the same calculus that had once kept Blackmore in office under his friends' £5,000 0s 0d bond of 14 March 1684.
52	45	Capt. Jn.o Misenor Comand.r encreases mightily, That We pay Forty Pounds a year for one of his blacks working in our Garden - and other things We are sensible they are a Quarrelsom[...] litigious disputatious kind of People and Some few Spirit up the rest that they are never long pleased with any Gov[...] unless they can rule him However if these things are true as We hope they are not give them no farther Occasion If they are not true let them know publicly what We write and That you will give any one or two of them leave to come to England as they desire if not in our debt but that We direct they give you notice first in Writing what they call Grievances that you may know how to answer for your Selves, when once they See you insist on your Innocency and that you are willing to grant their Desires Doubtless they will cool upon it and Yo[...] can judge by the nature of their Complaints when they ar[...] Publicly told you allow any of them to come to Us they will think twice before they Accept the leave once 69: The Character you give of M.r Powell shews him an Industrious painstaking man and that you would load him with reproach but if you reperuse our 59 Par. to - which you design it as an Answer you will [...] our Aim was to Complain of your over rigorous carriage towards him and to recomend to you the true Use but not abuse of Power so that your answer is mere	The planters asserted that the governor's stock increased mightily, that the Company paid £40 0s 0d a year for one of his blacks employed in its garden, and other things besides. The Court knew the planters to be a quarrelsome, litigious, dissatisfied kind of people, with some few stirring up the rest, and never long pleased with any governor unless they could rule him. If these things were true, however, which the Court hoped they were not, the Council was to give them no further occasion. If they were not true, the Council was to let the planters know publicly what the Court wrote, and that it would give any one or two of them leave to come to England as they desired, provided they were not in debt, but with the Court's direction that they first give notice in writing of what they called their grievances, so that the Council might know how to answer for itself. Once they saw the Council insist on its innocence and willing to grant their desires, they would doubtless cool upon it. The Court could judge by the nature of their complaints, and when they were publicly told the Council allowed any of them to come, they would think twice before accepting the leave. 69: The character the Council gave of Mr Powell showed him an industrious, painstaking man whom the Council would not load with reproach. If the Council read again the Court's 59th paragraph, to which it intended that character as an answer, it would find the aim was to complain of the Council's over-rigorous proceedings towards him, and to recommend the true use but not the abuse of power, so that the Council's answer was mere Interpretations The conditions attached to the planters' appeal converted a grievance into a test of its own sincerity. Leave to come to England was granted openly, but barred to debtors, so no man could escape his stores account under colour of complaint, and the prior written notice of grievances gave the bench its answer before the accusers sailed, ending the advantage of surprise in London. Public proclamation of the offer then shifted the burden: complainants who declined leave freely given discredited their own charges without the governor lifting a hand. The £40 0s 0d a year alleged for one of the governor's blacks in the Company's garden was the sharpest particular in the planters' case, since it stood at roughly

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			double the hire the Court had been paying planters before the supply of its own slaves ended the practice. A governor letting his private slave to the Company at a premium, while the Company's slaves stood available, would be trading against his employer in the most direct sense, which is why the planters led with it. The reproof over Mr Powell shows the Court demanding that its censures be answered on their actual point. The 59th paragraph of the previous letter had attacked the bench's rigour towards Powell, exemplified by the £200 0s 0d bond the Court called too severe at paragraph 59 of the despatch of 22 February 1716, and the bench had replied with a testimonial to his character, answering a charge nobody had made while leaving its own conduct undefended. Speculations The Court's double portrait of the planters, litigious malcontents led by a few stirrers and yet possibly truthful accusers, kept both readings deliberately alive. The description licensed the bench to discount agitation while the appeal machinery preserved every channel by which a true complaint could still reach London, a balance the Court had practised since it weighed Sergeant Southen's case in this same letter without knowing both sides.
53	46	By Ship Princess Amelia mere evasion and trifling with Us suppose him to be never so bad which doth not appear must you be worse and repay one injustice with another do you think this would pass for good reason before a Court of Law or Equity here & tho' English Acts of Parliam.t reach strictly Speaking only to England Wales & Berwick yet in the - Exercise of Authority We generally desire to come as near to them as Circumstances will admit of It is very plain from your own Shewing That he with his Seventeen Blacks of which Seven but Youths and three hundred Acres of Land raises more Stock of Cattle and has a greater Produce from his Dairy than you do and have from all ours and that you are forced to buy of him Doth not this Shew the difference of mannagement 70: Your resolution to prevent engrossing Plantations because it diminishes the Militia of the Island is well grounded, persue it, and howsoever you may think it an hardship that every twenty Acres should have a white upon it yet you should Consider it was the - original Constitution of the Island and all the first Planters had their Land upon that Condition which We take to be the true difference in England between Copyhold & Freehold Estates the one requires Suit & Service &c. Appointments of the Lord the other not and yet no man Complains of the difference as unjust for	The Council's answer was mere evasion and trifling with the Court. Supposing Mr Powell never so bad, which did not appear, the Council was asked whether it must be worse and repay one injustice with another, and whether it thought this would pass for good reason before a court of law or equity in England. Although English Acts of Parliament strictly reached only England, Wales and Berwick, the Court in the exercise of its authority generally wished to come as near to them as circumstances allowed. From the Council's own showing it was very plain that Powell, with his seventeen blacks, of whom seven were only youths, and 300 acres of land, raised more stock of cattle and had a greater produce from his dairy than the Council did from all the Company's, and that the Council was forced to buy from him. The Court asked whether this did not show the difference of management. 70: The Council's resolution to prevent the engrossing of plantations, because it diminished the militia of the island, was well grounded, and the Council was to pursue it. However much it might think it a hardship that every twenty acres should have a white man upon it, the Council was to consider that this was the original constitution of the island, and that all the first planters took their land on that condition. The Court took this to be the true difference in England between copyhold and freehold estates: the one required suit and service and the appointments of the lord, the other not, and yet no man complained of the difference as Interpretations The declaration that the Court wished its authority to follow English law as nearly as circumstances allowed stated the constitutional limit on the island's government. The Acts of Parliament had no direct force beyond England, Wales and Berwick, and the letters patent of 16 December 1673 required only that the Company's laws be reasonable and not repugnant to the laws of England, yet the Court adopted the standards of a court of law or equity as its own measure, so that the bench could never plead distance as licence for conduct indefensible at home. The white-man-per-twenty-acres condition defended in paragraph 70 was the militia tenure of the by-laws of 20 March 1680, under which every twenty-acre holding maintained two English persons, one able to bear arms, and engrossing plantations therefore thinned the island's defence with every consolidation. The Court's analogy to copyhold and freehold met the hardship argument on the planters' own legal ground: English land had always

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			carried differentiated burdens of suit and service to the lord without injustice, and the planters' arms obligation was simply the service on which their tenure was granted. The Powell comparison reduced the whole management question to measurable ratios. Seventeen blacks, seven of them youths, and 300 acres outproduced the Company's entire establishment of slaves, lands and dairy, with the Company reduced to buying from him, and the figures left the bench no refuge in circumstance: the same island, climate and labour produced opposite results under different masters. Speculations The Court's willingness to praise Powell's husbandry in the same letter that named him the mover behind the refusal of the Company's bills suggests a deliberate separation of accounts. His obstruction of the currency was fought, his bond of £200 0s 0d condemned as too severe, and his estate held up as the standard the Company's officers failed to reach, each judgement kept on its own facts, which itself modelled the impartial justice the Court was demanding of the bench throughout the letter.
54	47	Capt: Jn.o Misenor Comd.r for he took the Copyhold so Clogg'd This We men= =tion to Set your Judgments right tho' Since the Land is so engrost We would not too rigourously exact the Performance of the Original Contract yet We expect you come as near it as well you can and Stop the like - Practice of Engrossing for the future Let every one know the reason is That the Island ought to have a Sufficient - Militia to defend it against Invasion. 71: We have perused the Consultation of the 23.d Oct.r relating to the Conditions on which John Long was to have a Lease of the Parcel of Land therein mention'd they appear to Us to be well Considered, We Should be glad more People had Plantations and even part of ours for as aforementioned in the case of Jessey at Hutts they will make much more of them than others will do for Us. 72: The order made the 11th Dec.r to prevent profanation of the Lords day is Pious & Commendable to be observed by all and is Charitable as to the Blacks who ought to have their day of rest preferable to the Ox or Ass which yet were provided for by the fourth Commandm.t for the like reason We find no fault w.th you for fineing & threatening Nicholas Shreeve - hoping thereby to cure him of his continued Drunkenness and abusive behaviour. Wee are. Your Loving Friends. Sam.l Shepheard Jun.r Jos. Wordsworth Mathew Decker. Henry Lyell Rob.t [...] Margin Notes: Examind Laur. Lasey	No man complained of the difference as unjust, for he took the copyhold with those burdens attached. The Court mentioned this to set the Council's judgement right. Since the land was already so engrossed, the Court would not too rigorously exact performance of the original contract, yet it expected the Council to come as near it as it well could, and to stop the practice of engrossing for the future. Everyone was to know the reason: the island ought to have a sufficient militia to defend it against invasion. 71: The Court read the consultation of 23 October relating to the conditions on which John Long was to have a lease of the parcel of land there mentioned, and they appeared well considered. The Court would be glad if more people had plantations, and even parts of the Company's own, for as already mentioned in the case of Jesey at Hutt's, private men would make much more of them than others would do for the Company. 72: The order made on 11 December to prevent profanation of the Lord's day was pious and commendable, and was to be observed by all. The order was also charitable towards the blacks, who ought to have their day of rest in preference to the ox or the ass, which were nevertheless provided for by the fourth commandment. For the same reason the Court found no fault with the Council for fining and threatening Nicholas Shreeve, hoping thereby to cure him of his continued drunkenness and abusive behaviour. The Court signed as the Council's loving friends: Samuel Shepheard Junior, Mathew Decker, Joseph Wordsworth, Henry Lyell and Rob[...]. The copy was examined by Laurence Lasey. Interpretations The settlement of the engrossing question balanced legal right against accomplished fact. The original contract entitled the Company to a white man on every twenty acres, but with the land already consolidated, rigorous exaction would have unsettled titles across the island, so the Court froze the position: existing engrossment tolerated as near performance as possible, future engrossment stopped, and the militia rationale published so the rule read as common defence rather than landlord's caprice. The willingness in paragraph 71 to lease out even parts of the Company's own plantations marks a quiet reversal of policy founded on the letter's repeated management comparisons. The Jesey accounts at Hutt's and the Powell dairy had shown Company husbandry losing to private at every point, and leasing converted failing demesne into rent, applying to land the same conclusion

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			the Court had reached on labour when it preferred planter-nursed slaves as the model. The extension of Sabbath rest to the slaves on the authority of the fourth commandment gave the day of rest a legal as well as charitable footing: a code that protected the ox and the ass could not withhold the same from men, the argument resting on the Court's earlier insistence in this letter that the slaves were men endowed with reason. Lord's day observance had been a duty of the government since the founding instructions of 19 December 1673, and the present order brought the slave establishment fully within it. Henry Lyell among the signatories had served on the secret committee for interloper enforcement appointed in the despatch of 22 February 1716, and the signature of the Court as loving friends closed the letter in the form used since the despatches of the 1670s. Speculations The praise for the John Long lease conditions, immediately after the rebukes over Powell and the planters' grievances, gave the bench a worked example of conduct the Court would approve: land moving to private improvers on considered terms. Ending the letter's long catalogue of censures with two commendations, the lease and the Sabbath order, followed the Court's pattern through this despatch of marking the narrow path it wished the bench to walk with praise as deliberately placed as blame.
55	48	Peter Godfrey. Rob.t Bristow Godfrey Webster John Cooke Gregory Page W.m Dawsonne. Rob.t Nightingale John Heathcote John Gould. W.m Gosseline Nath. Herne Jn.o Browne Will Stewart Rob.t Brusco Rob.t Child John Eyles Henry Kelsey Jn.o Stileman	The further signatories of the despatch were Peter Godfrey, Robert Bristow, Godfrey Webster, John Cooke, Gregory Page, William Dawsonne, Robert Nightingale, John Heathcote, John Gould, William Gosseline, Nathaniel Herne, John Browne, William Stewart, Robert Brisco, Robert Child, John Eyles, Henry Kelsey and John Stileman. Interpretations Several of the signatories carry continuity from the directorate that issued the founding orders of the new establishment on 5 March 1713, including John Cooke, William Dawsonne, Robert Nightingale, Robert Brisco and John Gould, showing the same body of directors supervising the Pyke administration it had created. Gregory Page and Robert Child had both been appointed to the secret committee for interloper enforcement in the despatch of 22 February 1716, and their signatures here joined Henry Lyell's on the preceding page, placing three of that committee's four members behind the present letter.
56	49	General Letter from England by Ship Craggs frigott Capt John Wyn Comander Orders and Instructions given by us the Court of Directors of The United Company of Merch.ts of England Trading to y.e East Indies To Edward Johnson Esq Governour of our Island of S.t Helena To M.r Mathew Bazette Second of Council To M.r Antipas Tovey Third and To M.r John Alexander Fourth & last of the Said Council of S.t Helena 1: We the said Court of Directors having thought fit to appoin[...] you M.r Johnson to be our Governour of S.t Helena and the rest of you to be of Council in the stations above mentiond, for managing our affairs on that Island, in hopes you will apply your selves with fidelity diligence and zeal to perform the Dutys of your respective Employments according to the best of your understandings and to contribute your utmost endeavours for the good government of the Island and improving our Estate there, we come now to give our Directions thereupon as follows Vi[...] 2: The nature and Extent of your Power as Gov.r & Council conjun[...] and the duty of you severally in the stations to which you are part[...] =cularly appointed you will find fully described in our Generab Letters of last and former years and among others in the instructi[...] =ons to	A new general letter from England was carried by the ship <i>Craggs</i> frigate, Captain John Wyn commander. The Court of Directors of the United Company of Merchants of England trading to the East Indies addressed its orders and instructions to Edward Johnson Esquire, Governor of the island of St Helena, to Mr Mathew Bazett, second of Council, to Mr Antipas Tovey, third, and to Mr John Alexander, fourth and last of the Council of St Helena. 1: The Court of Directors had thought fit to appoint Mr Johnson Governor of St Helena, and the rest of those addressed to be of the Council in the stations mentioned, for managing the Company's affairs on the island. The Court hoped they would apply themselves with fidelity, diligence and zeal to perform the duties of their respective employments according to the best of their understandings, and contribute their utmost endeavours to the good government of the island and the improvement of the Company's estate there. The Court came now to give its directions accordingly. 2: The nature and extent of their power as Governor and Council acting together, and the duty of each of them severally in the stations to which they were particularly appointed, were fully described in the general letters of last year and former years, among others in the

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		Gov.r Pyke and the then council and further explaiend when a want of due attention thereto made it necessary we shall point out some of them under our establisht General heads in the followi[...] part Margin Notes: M.r Johnson appointed Gov.r Reffer to past Gen.l Letters	instructions to Governor Pyke and the then Council, and were further explained when a want of due attention to them made it necessary. The Court would point out some of them under its established general heads in the following Interpretations The commission swept away the Pyke administration as completely as the commission of 5 March 1713 had swept away Boucher's. Governor Pyke, Mr Haswell and Mr Hancock all disappear from the new establishment, the casualties matching the letter's documented censures, from the despotic authority condemned on 14 March 1715 to the withheld gratuities and the failed accounts. The survivors are as telling as the removals: Mr Bazett rose to second of Council despite his share in the Tovey prosecution, Mr Tovey, whom the Court had declared itself willing to forgive, returned as third, and Mr John Alexander, the litigious hand the bench had irregularly named to council against the Court's protest at paragraph 55 of the continuation of the despatch of 14 March 1715, now entered it lawfully by London appointment. The reduction of the Council to four members, against the five portfolios of the 1713 establishment, continued the Court's economy in senior salaries, and the incorporation by reference of the standing instructions, particularly those given to Governor Pyke, applied the standing rules doctrine to the change of government: the new bench inherited the whole body of orders, with the Court reserving only a selective restatement under its general heads where past inattention had shown the need. Speculations The new governor's name invites connection with the Joshua Johnson who served the island from his engagement as lieutenant on 20 February 1678 through the deputy governorship of 20 May 1683, and an Edward Johnson of that family would represent the Court reaching back to a line with long island service. The records in hand do not establish the link, and the appointment may equally reward service elsewhere in the Company's employ.
57	50	By Ship Craggs Frigot part of these Instructions as they relate thereto 3: On your arrival at S.t Helena do you shew M.r Pyke our now Gov.r the Comission herewith sent under the Comp.as Comon Seal for constituting you M.r Johnson our Gov.r of that Island and Acquaint him That it is our order to have it publisht in the Usual manner and That you thereupon enter upon the execution of your Office of Governour and with the Council take upon you all the mannagement of Our Affairs 4: We have appointed M.r Pyke to be our Second of Council at Fort Malbrough whither he is to proceed on the Craggs Frigot so that we suppose his time be much taken up in preparing himself and family for the Voyage however we hereby direct That he do give M.r Johnson all the assistance he can as to Informations advice or otherwise from his Experience with relat[...] to the General Government of the Place or best management of the particular Branches of our affairs 5: The last Letter we wrote to S.t Helena was of the 21th March 1717 which being come safe to hand by the Amelia we not send its Copy 6: The Letters since received from thence are Viz.t of y.e 6th Jan.r y 1717 by the King William Duplicate thereof with a Short addition of the 19th March by the Malbrough of the 10th May by the Hano.r of the 27th of that month by the Townshend and of the 8 Nov.r last by the Duke of Cambridge To these and your Consultations and papers in the Packets we Should now tell you our minds if we had time enough for it But we consider you will find directions at large on all the Several branches of our affairs comitted to your care in our former letters	The new Council received the Court's directions in the following parts of the instructions as they related to each head. 3: On arrival at St Helena the new Council was to show Mr Pyke, the present governor, the commission sent with the letter under the Company's common seal constituting Mr Johnson governor of the island, and acquaint him that it was the Court's order to have it published in the usual manner. Mr Johnson was then to enter upon the execution of his office of governor and, with the Council, take upon him the whole management of the Company's affairs. 4: The Court appointed Mr Pyke to be its second of Council at Fort Marlborough, to which he was to proceed on the <i>Craggs</i> frigate, so the Court supposed his time would be much taken up in preparing himself and his family for the voyage. The Court nevertheless directed that he give Mr Johnson all the assistance he could, by information, advice or otherwise, from his experience of the general government of the place and the best management of the particular branches of the Company's affairs. 5: The last letter the Court wrote to St Helena was of 11 March 1717, which having come safe to hand by the <i>Amelia</i>, no copy was now sent. 6: The letters since received from the island were of 6 January 1717 by the <i>King William</i>, a duplicate of it with a short addition of 19 March by the <i>Marlborough</i>, of 10 May by the <i>Hanover</i>, of 27 May by the <i>Townshend</i>, and of 8 November last by the <i>Duke of Cambridge</i>. To these, and to the consultations and papers in the packets, the Court would now speak its mind if it had time enough. It

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		which will very much answer to the Same purpose you must look upon them as Margin Notes: Order to shew Gov.r Pyke M.r Johnsons Com.n M.r Pyke appo.td 2.d at Fort Malbrough Last Letters w.as 21 march by the Princess Emilia Rec.d divers Letters refer to Letters for Stand= ing Orders &c.	considered, however, that the Council would find directions at large on all the several branches of the affairs committed to its care in the former letters, which would very much answer the same purpose, and the Council was to take them as Interpretations Mr Pyke's removal was managed as a sideways transfer rather than a disgrace. The second seat at Fort Marlborough, the Company's Bencoolen establishment under Governor Joseph Collet, kept his experience in the service while ending his command of St Helena, and the duty laid on him to brief his successor extracted the value of his five years' government even in the act of superseding him. The contrast with Boucher, whose departure in 1712 produced an insolent reply, removed papers and an open audit, shows the Court grading its removals by the conduct of the removed. The publication requirement for the commission preserved the legal form by which authority changed hands on the island, the same trigger mechanism used since Blackmore's commission of 20 February 1678 took effect on the arrival of the <i>Johanna</i>. Until the commission was published in the usual manner, Pyke remained lawful governor, and the new bench's power dated from a public act no faction could later dispute. The roll of letters received in paragraph 6 records five conveyances in eleven months, each by a named ship, showing the duplicate-and-addition system in routine operation, with the <i>Marlborough</i> carrying a duplicate of the <i>King William</i> packet against the risk of loss at sea. Speculations The economy of paragraph 6, declining a point-by-point reply for want of time and resting on the standing directions, suggests the <i>Craggs</i> was despatched in haste, probably to carry the change of government before the season closed. A new governor sailing with the letter made detailed answers to the old bench's correspondence pointless, since the Court's real reply to those letters was the commission in the packet.
58	51	Capt John Wyn Comander So many standing orders Cautions and Prohibitions for the time to come as well at the time of writing not to be altered till the absolute necessity of the case warrents it or our future Orders require it in which case the last are to stand 7: We hope you will take care to amend one fault in the Letters you Shall send us which we find in the first and last of these before us Viz.t The unreasonable length of them, not that we find fault with full answers to our Letters or a full account of all our affairs but that care be taken to couch the sence of the whole in the fewest words and without needless repetitions, It is our order and you must always take care to observe it To write us an answer plain and direct to every Par.a of our Letters and every clause therein under their several heads let that make them never so long Then to add what more appears to you proper for our notice belonging to those heads, the reason is that we may the more readily turn to them whenever we have occasion to reperuse former Letters - whereas if the accounts we look for are not mentiond under their proper heads but wrote promiscuously in several parts of the Letter we may happen to miss of them or at least it will much increase the time and trouble of finding them, the same benefit or trouble will happen to you also when you are to review your own 8: Take care every Letter begin with telling us the date of your last that we may be Sure there were none wrote between and the rathe[...] because sometimes by the same Shipping we have had Letters of Several dates. 9: The Authority given every one of our Council to object to whateve[...] they dont Approve in Consultation though carry'd by by Margin Notes: Fault found in long Letters Some Directions for future	The former letters were to stand as so many standing orders, cautions and prohibitions for the time to come, as well as for the time of writing, not to be altered until the absolute necessity of the case warranted it or the Court's future orders required it, in which case the latest orders were to govern. 7: The Court hoped the Council would take care to amend one fault in the letters it would send, a fault found in the first and last of those now before the Court, namely their unreasonable length. The Court did not object to full answers to its letters, or to a full account of all its affairs, but required care to express the sense of the whole in the fewest words and without needless repetitions. It was the Court's order, always to be observed, that the Council write a plain and direct answer to every paragraph of the Court's letters and every clause in them, under their several heads, however long that made the letters, and then add whatever more appeared proper for the Court's notice belonging to those heads. The reason was that the Court might the more readily turn to the answers whenever it had occasion to look over former letters. If the accounts the Court looked for were not entered under their proper heads but written here and there in several parts of the letter, the Court might happen to miss them, or at least the time and trouble of finding them would much increase. The same benefit or trouble would fall on the Council too when it came to receive its own letters. 8: The Council was to take care that every letter began by stating the date of its last, so that the Court could be sure none were written between, the rather because the same shipping had sometimes brought letters of several dates.

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		Always in every Letter mention date of Last	9: The authority given to every member of the Council to object to whatever he did not approve in consultation, though the matter was carried by Interpretations The head-by-head answering rule converted the correspondence into a self-indexing ledger of obligations. Every paragraph of a London letter generated a matching answer under the same head, so compliance or default on any order could be traced years later by turning to one place, and the Court pointedly noted the discipline served both ends of the exchange. The rule formalised for the new bench the extract book method ordered on 4 February 1714, which had arranged the Court's directions under subject heads for the same ease of retrieval. The dating rule of paragraph 8 created an unbroken chain of custody for the correspondence itself. Each letter certifying the date of its predecessor exposed any gap, whether from loss at sea or from a letter suppressed on the island, and the precaution answered real conditions, since single ships had carried letters of several dates and the Court could not otherwise know the series was complete. Speculations Singling out the unreasonable length of the first and last letters before the Court suggests the outgoing bench's habit of burying matter in bulk had survived every rebuke, including the complaint of tautologies in the letter by the <i>Princess Amelia</i>. Issuing the structural rules afresh at the start of a new government, before any fault by the new men, treated the correspondence discipline as part of the constitution handed to Mr Johnson rather than as a running quarrel inherited from Pyke.
59	52	By Ship Craggs Frigott 9: By a Majority or to enter their motions in Council you will find in the Letter of last year and others before which we found necess= ary to revive and sometimes to explain or enlarge as the account of mannagement then before us required, for we must not allow any Govern.r to act by his own Single authority except where and when We commit any thing to his particular care and in that case we give some hint of it in our general Letters We hope you will all make it your constant aim and indeavour to promote our interest in all things and then there will very rarely happen any occasions for disagreements in opinion But because men of good ments may differ in the means necessary to bring about the desired end or that such or such a thing is most for our interest therefore we have directed any who do not judge as the rest do to enter their dissent with their reasons in Counsultation that we may see and judge of them 10: In last and former years Letters, We laid down the rule plain and full relating to the entring our affairs under your immediate care in Consultation, the Enquirys you make and the orders given there= upon and particularly in examining and entring notices from time to time how the accounts are kept up monthly or oftner In entring the monthly accounts of the storekeeper Gunner Inspector of the plantations in the several branches thereto belonging of the Steward and officers incrusted with any thing of ours and of Settling the Prices of Goods to be sold by retail whether received from Europe or India the quantities and cost of all Goods bought at S.t Helena how to be sold by retail by order of Council and in keeping up and Sending the Consultations from time to time as Shipping presents We expect these be perused and strictly obeyd and if they are not that the penaltys laid down to inforce their execution be inflicted Margin Notes: Continue power to each in coun= cil to object ag.t what may be contrary to their opinion Orders to send exact acc.ts home of all expences & transactions the Method	Every member's authority to object to whatever he did not approve in consultation, although the matter was carried by a majority, and to enter his motions in council, would be found in the letter of last year and others before it, which the Court found it necessary to renew, and sometimes to explain or enlarge, as the account of management then before it required. No governor was to act by his own single authority, except where and when the Court committed something to his particular care, and in that case it gave some hint of it in its general letters. The Court hoped all the members would make it their constant aim to promote the Company's interest in all things, in which case occasions for disagreement in opinion would very rarely happen. Because honest men might differ over the means necessary to bring about the desired end, or over whether one thing or another was most for the Company's interest, the Court had directed that any member who did not judge as the rest did was to enter his dissent with his reasons in consultation, so that the Court might see and judge of them. 10: In the letters of last year and former years the Court laid down the rule, plain and full, relating to the entry of its affairs in consultation under the Council's immediate view, the enquiries the Council was to make and the orders to be given on them. The rule covered in particular the examination and entry of notices from time to time of how the accounts were kept up, monthly or oftener; the entry of the monthly accounts of the storekeeper, the gunner, the inspector of the plantations in its several branches, the steward and the officers entrusted with anything of the Company's; the settling of the prices of goods to be sold by retail, whether received from Europe or India; the quantities and cost of all goods bought at St Helena and how they were to be sold by retail by order of council; and the keeping up and sending of the consultations from time to time as shipping offered. The Court expected these rules to be read over and strictly obeyed, and if they were not, that the penalties laid down to enforce their execution be inflicted.

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			Interpretations The dissent rule completed the consultation system as an instrument of remote government. Majority vote decided action on the island, but the minority's reasoned dissent travelled home in the record, giving the Court a standing second opinion on every contested decision and denying any majority the power to bury an objection. The arrangement assumed, as the Court said, that honest men differed over means, and it converted that difference from faction into evidence, the constructive form of the calm reasoning the Court had demanded of the quarrelling Pyke bench. The single-authority prohibition defined the governor's office by exception. Everything ran through council unless the Court itself committed a matter to the governor's particular care, with notice of the delegation hinted in the general letters so the rest of the bench knew its limits. The clause codified the lesson of two administrations, Boucher's plundering and Pyke's despotism condemned on 14 March 1715, by making any governor's solo act presumptively unlawful unless London's warrant for it could be produced. The monthly accounting cycle of paragraph 10 named every officer who touched the Company's property, from storekeeper to gunner to the inspector of the plantations, and pulled each one's accounts under the Council's collective eye at fixed intervals. Monthly entry meant a defaulting officer could fall at most a few weeks behind before the gap showed in consultation, a tightening of the discipline that had let Mr Hancock's books drift for years on promises. Speculations The closing demand that the penalties laid down be inflicted, not merely remembered, answers the most consistent failure of the previous bench, which had referred abuses to examination and let them die, as with the Jersey bills and the Hodgeson land inquiry. The Court framed the new government's instructions so that enforcement was itself an order, with non-infliction of a penalty a fresh disobedience.
60	53	Capt John Wyn Comander 11: Having premised these short general heads of rules which are but part of what containd in said Letters and only designd for your Remembrance to peruse them and others wrote more at large We come now to our said Establishd heads under which we comprize our Advices and orders relating to our affairs committed to your care wherein we shall likewise give some short hints of what we have directed under each in Par.a 10 last year We men= tiond what sort of an abstract it was we expected should be drawn out of our standing orders Do you take care it be done it will be of great Use to you all many ways and among others in making your business more easy and the performance of it more commen= dable by regulating it in the best manner for acting and First concerning Shipping returned and sent or sending out 12: It hath pleasd God the following ships arrived us in safety since the date of our letter to you by the <i>Amelia</i> Viz.t the <i>King William</i> from Fort S.t George the 22.d March the <i>Malborough</i> and <i>Prince Frederick</i> from thence the 15th June, the <i>Rochester</i> at the same time from the west coast, The <i>Hanover</i> last from Fort S.t George the Essex from from China and <i>Thistleworth</i> from Benjar the 2.d August the <i>Hester</i> last from Bencol.n the 8th of that month The <i>Cardigan</i> from Bengall the 30th September The. S.t George from thence the 2.d Janry in the Downes and the Duke of Cam= bridge last from Fort S.t George putt into Plymouth the same day but it was the latter end of that month before they gott into the River. Margin Notes: Proceed to their Instructions Acc.t of Ships arriv'd Since last	11: Having set out these short general heads of rules, which were only part of what the letters contained and were designed only for remembrance, the Court directed the Council to read them and the others written more at large. The Court came now to its established heads, under which it gathered its advice and orders relating to the affairs committed to the Council's care, and under each it would likewise give some short hints of what it had directed. In paragraph 10 of last year's letter the Court mentioned what sort of abstract it expected to be drawn out of its standing orders. The Council was to take care this was done. The abstract would be of great use to them all in many ways, among others in making their business easier and its performance more creditable, by regulating it in the best manner. The first head concerned shipping returned, sent and being sent out. 12: It pleased God that the following ships arrived in safety since the date of the Court's letter by the <i>Amelia</i>: the <i>King William</i> from Fort St George on 22 March; the <i>Marlborough</i> and the <i>Prince Frederick</i> from the same place on 15 June; the <i>Rochester</i> at the same time from the west coast; the <i>Hanover</i>, last from Fort St George, the <i>Essex</i> from China and the <i>Thistleworth</i> from Benjar on 2 August; the <i>Hester</i>, last from Bencoolen, on 8 August; the <i>Cardigan</i> from Bengal on 30 September; the <i>St George</i> from Bengal on 2 January in the Downs; and the <i>Duke of Cambridge</i>, last from Fort St George, which put into Plymouth the same day, although it was the latter end of that month before they got into the river. Interpretations The abstract of standing orders pressed on the new bench was the extract book first prescribed on 4 February 1714, the subject-arranged digest of every

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			clause in the Court's general letters that was to lie on the council table for present and future governments. Renewing the demand at a change of administration shows its purpose: the abstract was the mechanism by which the standing rules doctrine survived the removal of every officer who remembered the original letters. The homeward fleet list shows the Indian Ocean trade running at full breadth, with arrivals from Fort St George, Bengal, China, Bencoolen, the west coast of Sumatra and Benjar, the Company's pepper venture at Banjarmasin on Borneo, the trade the <i>Borneo</i> and <i>Eagle Galley</i> had been sent to re-establish in the season of 5 March 1713. Several of the ships named had carried the island's own letters home through the year, tying the shipping head directly to the correspondence acknowledged in paragraph 6. Speculations The detail that the <i>Duke of Cambridge</i> reached Plymouth on 2 January but took until the month's end to get into the river preserves the practical gap between arrival and delivery that governed the Court's calendar. Letters in a ship at Plymouth were safe but unread, and the Court's habit of recording both dates let it show the island precisely when each packet actually came to hand, against any later argument about what it knew and when.
61	54	By Ship Crag[...] 13: The Ships tak[...] abroad this season are Viz[...] King William [...] James Winter For Fort S.t George Prince Frederick [...] Edw.d Martin For the Bay [...] [...] Rich.d Michelfield For the Coast & Bay [...] [...] Rob.t Hyde For the Coast & Bay [...]ne 480 [...] [...]n 450 [...] [...]na 300 [...] For Mocha [...]land 360 [...] China Essex [...] [...] [...] [...] [...] [...]r Bombay [...] [...] [...] [...]t Helena & Benc.o [...]gs Frigot [...] [...] [...]ndrass & Benc.o Thistleworth 250 Char Small For Benjar Borneo 200 John Pricard For Benjar Townshend 400 Philip Worth For Fort S.t George She was taken up Since the rest 14: We designd the King William Frederick and Susanah to have Sailed from hence at furthest by the beginning of October last but they were so long detain'd by contrary winds from getting into the Downs and afterwards from getting out of the Channel that the first two did not sail from Plymouth nor the last from Spithead till about y.e 22.d December the Borneo Sailed from thence two days after her the Malbr[...] Vansittart Dawsonne Cadogan Sunderland Essex Godfrey and and Margin Notes: [...] Ships [...]ing or Send [...] Acc.t of the Sail of Sundry Ships	13: The ships taken up this season were as follows. <i>King William</i> [...] tons, James Winter For Fort St George <i>Prince Frederick</i> [...] tons, Edward Martin For the Bay <i>M[...]</i> [...] tons, Richard Micklefield For the Coast and Bay [...] [...] tons, Robert Hyde For the Coast and Bay [...]ne 480 tons, [...] [...] [...]on 450 tons, [...] [...] [...]na 300 tons, [...] For Mocha [...]land 360 tons, [...] [...] <i>Essex</i> [...] tons, [...] For China [...] [...] tons, [...] For Bombay [...] [...] tons, [...] For St Helena and Bencoolen [...] [...] tons, [...] For Madras and Bencoolen <i>Thistleworth</i> 250 tons, Charles Small For Benjar <i>Borneo</i> 200 tons, John Briand For Benjar <i>Townshend</i> 400 tons, Philip Worth For Fort St George The last ship was taken up after the rest. 14: The Court designed the <i>King William</i>, the <i>Frederick</i> and the <i>Susanah</i> to have sailed at furthest by the beginning of October last, but they were so long detained by contrary winds, first from getting into the Downs and afterwards from getting out of the Channel, that the first two did not sail from Plymouth, nor the last from Spithead, until about 22 December. The <i>Borneo</i> sailed from Spithead two days after her. The <i>Marlborough</i>, the <i>Vansittart</i>, the <i>Dawsonne</i>, the <i>Cadogan</i>, the <i>Sunderland</i>, the <i>Essex</i>, the <i>Godfrey</i> and Interpretations The pairing of the <i>Thistleworth</i> and the <i>Borneo</i> for Benjar shows the Banjarmasin pepper venture continuing as a two-ship trade, the <i>Borneo</i> having been the vessel that opened the attempt in the season of 5 March 1713 and a <i>Thistleworth</i> having returned from Benjar in the arrivals listed in the previous paragraph, so the same hulls were cycling on the route. The list as a whole gave the new bench the season's geography of supply, with one ship marked for St Helena and Bencoolen as the island's own conveyance. The note that the <i>Townshend</i> was taken up after the rest preserves the distinction between the planned fleet and additions to it, which mattered to the island because each chartered ship carried its own laydays, demurrage terms and tonnage obligations under the standing levies, and a late charter signalled extra demand on the bench's provisioning. Speculations

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			The detention of the <i>King William</i>, <i>Frederick</i> and <i>Susanah</i> from early October to 22 December, nearly three months lost to contrary winds before the voyage began, illustrates why the Court's letters so often pleaded the season against the bench's requests. A despatch missing its weather window at the Downs could surrender a quarter of a year, which is the calculation behind sending the <i>Craggs</i> with a brief letter rather than holding her for a full reply to the island's packets.
62	55	Capt John Wyn Comander and Thistleworth could not gett out of the Downs till the 18th of Janry The China and Benjar Ships had then waited a month for a wind since then we have an account of the Essex being put back by a storm in which she lost her main mast into Plymouth together with the Thistleworth near the same time both Shattered We hear they are refitted and hope they Sailed about the 8th of March as the write us they intended 15: The Supra Cargos of the Sunderland are Mess.rs John Horsemou= den Peter Godfrey and Rowland Aynsworth Those of the Essex are Mess.rs James Wilkinson Rich.d Newnam and Waldo Dubois 16: Tho.s White and Cap.t Small for the Thistleworth and John Gerrar[...] and Cap.t Picard for the Borneo This comes to you by the Craggs Frigot bound to S.t Helena directly her Invoice will Shew you what Ladene on board her which with her Bill of Lading and other Necessary Papers you will find in her packe[...] the charter party we send first to S.t Helena by which you will see We are obliged to dispatch her in ten working days do you take care to send it with the Ship to Bencoolen 17: You will find in Par.a 54 of the instructions to Gov.r Pyke an[...] Council and in other Letters directions at large how to manage that we may not pay Demorage for the Ships detention if not dispatcht from S.t Helena in ten working days what care you are to take that we may not be Subjected thereto in case of any delay through the Cap.ts want of expedition and in case of the Accidents of bad weather that we not pay all Such Demorage but only an equitable part thereof because we did not contribute thereto That for the ascertaining of all these things an account thereof be put in writing in the nature of a protest or declaration of the facts and so far as like Margin Notes: Supra Cargos of Sundry Ships named Charter party of the Craggs by w.ch this comes to send forward Strict charge to prevent Ships laying on Demorage	The <i>Marlborough</i>, the <i>Vansittart</i>, the <i>Dawsonne</i>, the <i>Cadogan</i>, the <i>Sunderland</i>, the <i>Essex</i>, the <i>Godfrey</i> and the <i>Thistleworth</i> could not get out of the Downs until 18 January, and the China and Benjar ships had by then waited a month for a wind. Since then the Court had an account of the <i>Essex</i> being driven back by a storm in which she lost her main mast, putting into Plymouth together with the <i>Thistleworth</i> at near the same time, both shattered. The Court heard they were refitted, and hoped they sailed about 8 March, as they wrote they intended. 15: The supercargoes of the <i>Sunderland</i> were Messrs John Horsemoudden, Peter Godfrey and Rowland Aynsworth. Those of the <i>Essex</i> were Messrs James Wilkinson, Richard Newnam and Waldo DuBois. 16: Thomas White went with Captain Small on the <i>Thistleworth</i>, and John Gerrard with Captain Picard on the <i>Borneo</i>. The present letter came by the <i>Craggs</i> frigate, bound directly to St Helena. Her invoice would show the Council what lading was on board her, and this, with her bill of lading and other necessary papers, would be found in her packet. The charter party was sent first to St Helena, and the Council would see by it that the Company was obliged to despatch her in ten working days. The Council was to take care to send it with the ship to Bencoolen. 17: The Council would find in the instructions to Governor Pyke and his Council, and in other letters, directions at large on how to manage so that the Company did not pay demurrage for the ship's detention if she was not despatched from St Helena in ten working days; on what care to take so that the Company was not made liable where delay arose through the captain's want of expedition; and, in the case of accidents of bad weather, on ensuring the Company did not pay all such demurrage but only an equitable part of it, because it had not contributed to the delay. To establish all these things, an account of them was to be put in writing in the nature of a protest or declaration of the facts, and so far as Interpretations Sending the charter party itself to the island, ahead of its onward carriage to Bencoolen, armed each port on the voyage with the contract terms it was expected to enforce. The bench could only run the ten-working-day discipline, with its protests and apportionments, from the instrument's own words, and the document's itinerary with the ship meant every establishment that handled her judged the same obligations from the same text. The demurrage doctrine of paragraph 17 divided delay into three legal classes: none payable where the island despatched within the allowance, none where the captain's own want of expedition caused the loss, and only an equitable part where weather intervened, on the principle that the Company paid for no delay it had not caused. The written protest was the machinery that made the classes operative, fixing the facts contemporaneously so the apportionment was argued in London from a dated declaration rather than from the captain's memory, the discipline first imposed after the <i>Thistleworth</i> protest of the Boucher years failed for want of documentation. Speculations The crews of supercargoes named for the China ships include Rowland Aynsworth and Waldo DuBois, both of whom had served as writers on the China voyages of

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			earlier seasons, Aynsworth on the <i>Marlborough</i> in 1715 and DuBois on the <i>Essex</i> in 1716. Their reappearance a rank higher traces the Company's career ladder in the China trade, where the writer's apprenticeship in the factory books led to the supercargo's charge of the cargo itself.
63	56	By Ship Craggs Frigott the Cap.t is culpable by a round protest against him but then be sure their is no fault on your side Lett all hands be employd in unlading the Boats as they come ashore dont think it below any of of you or that it is none of your Buisness to lay your Shoulders thereto in Assisting and overlooking such dispatch. 18: What other rules we have given on all accounts relating to Shipping you will also find in Said Letters which take care to observe as if herein inserted 19: We continue our Secret commite with the Same Powers we advised of last Year therefore if they who now are M.r Lyell S.r Rob.t Nightingale S.r Greg.o Page and M.r Wadesworth or any three of them should send you any directions you must follow them as if signd by all of us. 20: Enclosed we send you two Declarations of War against Spain since its date the French have also proclaimed War against that Crown both in pursueance of the Quadruple Allyance, and the Dutch will do in like manner Speedily in case a Treaty of Peace is not soon set on foot Wherefore give the needfull caution to all the Captains of our returning Ships to be on their guard and avoid Speaking with any Ships at Sea lest they prove Enemys continue the like caution as to the Swedes though we are assured that since the late King of Swedens Death there will be more private Comiss.ns of War given out from that Crown. 21: We likewise send you two Proclamations lately issued outt to recall the Kings Subjects being seafaireing men who are in the Service of Foreign Princes or states and to forbid such Service Margin Notes: Other rules to be found in foregoing Lett.rs Secret Comitte contin.d and Members named Relating to State Affairs Concerning the orders & other Comm.rs Privateers to India	So far as the captain was culpable, the facts were to be established by a firm protest against him, but the Council was then to be sure there was no fault on its own side. All hands were to be employed in unloading the boats as they came ashore, and no member was to think it beneath him, or none of his business, to lay his shoulders to it in assisting and overseeing such despatch. 18: Whatever other rules the Court had given on all accounts relating to shipping would also be found in the letters referred to, and were to be observed as if inserted here. 19: The Court continued its secret committee with the same powers it advised of last year. If the present members, Mr Lyell, Sir Robert Nightingale, Sir Gregory Page and Mr Wordsworth, or any three of them, sent the Council any directions, it was to follow them as if signed by the whole Court. 20: The Court enclosed two declarations of war against Spain. Since their date the French had also proclaimed war against that crown, both in pursuance of the Quadruple Alliance, and the Dutch would speedily do the same if a treaty of peace was not soon set on foot. The Council was therefore to give the needful caution to all the captains of the Company's returning ships to be on their guard, and to avoid speaking with any ships at sea lest they prove enemies. The like caution was to continue as to the Swedes, although the Court was assured that since the late King of Sweden's death no more private commissions of war would be given out from that crown. 21: The Court likewise sent two proclamations lately issued to recall the King's subjects, being seafaring men, who were in the service of foreign princes or states, and to forbid such service Interpretations The war intelligence of paragraph 20 placed the island inside the diplomacy of the Quadruple Alliance, the coalition of Britain, France, the Emperor and the Dutch formed against Spain, whose war the declarations enclosed now carried to every homeward captain touching at St Helena. The instruction to avoid speaking with ships at sea reversed peacetime practice, where ships exchanged news on meeting, because a hail in wartime revealed position and identity to a possible enemy before her colours could be trusted. The note on Sweden marks the lifting of a threat the Court had tracked since the despatch of 22 February 1716, when English seamen at Calais boasted of fitting out under Swedish commissions to surprise East Indiamen in the Downs. The death of the King of Sweden, Charles XII, ended the privateering policy with the monarch who drove it, and the Court passed the assurance on while keeping the caution alive until the change proved durable. The secret committee's renewal with named membership, Mr Lyell, Sir Robert Nightingale, Sir Gregory Page and Mr Wordsworth, any three binding as the whole Court, carried forward the instrument created on 22 February 1716 for interloper enforcement, with Lyell and Page continuing from the original four. The device let the Court act on intelligence too sensitive for a general letter read by the whole bench and copied into the consultation books. Speculations The proclamations recalling seafaring subjects from foreign service answered the same manpower war as the Swedish caution, since the privateers and the Ostend interlopers alike sailed largely with British crews.

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			Publishing the recall at St Helena, where every homeward crew touched, turned the island into a checkpoint at which a deserter to foreign colours could learn his service was now illegal before he reached a home port and arrest.
64	57	Capt John Wyn Comander in future we expect you put in due execution what hath ahead[...] been wrote to S.t Helena about the Ostend Ships wherein you are to include all other Ships who pretend to visit the East Indies under foreign Comissions Colours or Passes our parliament have a Bill lying before them to prevent in future any of His Majestys Subjects being concerned in Trade to the East Indies under such Comissions we hope before dispatch of this ship to send you its Copy Secondly concerning Goods or Stores sent from England or receivd from India. 22: What Woollen Goods Stores and other Commoditys we now send the Invoice will shew you 23: Remember what herein just toucht upon but furthur explaind in former Letters to have an account of all the Goods from time to time received from us brought into Consultation with the prime cost of each as p Invoice and a Valuation put upon them there for guiding the Storekeeper in the retailing them that Said account Prime Cost and Valuation be constantly enterd in the Consultation for your Remembrance to check the Storekeepers monthly accounts brought before you and also for our Cognizance 24: The same Rule is to be observed for all goods brought you fro[...] any parts of India Remember what we have directed as to the difference between those sort of Goods which are purely necessary and Such as are more for Ornament to put a difference on the price for retailing them and yett to observe an equitable rate as mentiond last year Par.a 31 We are sensible this our Indul= =gence may be abused if you suffer the owners of the private Store= =houses to engross these goods and when they know your Stores Margin Notes: Invoice men= tiond of Goods Repeated order that all goods &c. be entered in Consultation A difference in Price of Necess= =arys and Ornaments	For the future the Court expected due execution of what had already been written to St Helena about the Ostend ships, in which the Council was to include all other ships pretending to visit the East Indies under foreign commissions, colours or passes. Parliament had a bill lying before it to prevent in future any of His Majesty's subjects being concerned in trade to the East Indies under such commissions, and the Court hoped to send a copy before the despatch of the present ship. The second head concerned goods and stores sent from England or received from India. 22: The invoice would show the Council what woollen goods, stores and other commodities the Court now sent. 23: The Council was to remember what was here only touched on but further explained in former letters: an account of all goods received from time to time from the Court, or otherwise brought in, was to be entered in consultation, with the prime cost of each per the invoice and a valuation put upon them for guiding the storekeeper in retailing them. That account of prime cost and valuation was to be constantly entered in the consultation, for the Council's remembrance, to check the storekeeper's monthly accounts brought before it, and also for the Court's knowledge. 24: The same rule was to be observed for all goods brought to the island from any parts of India. The Council was to remember the Court's directions as to the difference between goods purely necessary and those more for ornament, putting a difference on the price for retailing them, yet observing an equitable rate, as mentioned in paragraph 31 of last year's letter. The Court was aware this indulgence might be abused if the Council allowed the owners of the private storehouses to engross these goods, and when they knew the stores Interpretations The two-tier pricing rule for necessities and ornaments built a primitive sumptuary tariff into the storehouse. Necessary goods carried the equitable rate, the middling profit of the standing instructions, while ornamental goods bore a deliberate premium, so the island's vanity subsidised its subsistence and the Company's margin fell where purchasers could most afford it. The Court's own caveat shows the design's weakness: a private storekeeper buying up the ornamental stock at the Company's moderate prices captured the premium himself once the Company's rooms stood empty. The pending parliamentary bill against British subjects trading to the East Indies under foreign commissions marks the escalation of the Ostend campaign from diplomacy to statute. The Court's earlier weapons, refusal of provisions at the island approved on 22 February 1716 and Lord Cadogan's representations at The Hague, struck at the ships; the bill struck at the crews and capital, which were largely British, by making the service itself unlawful, and the Council's instruction to treat every foreign-commissioned visitor as an Ostender generalised the blockade to the whole evasion. Speculations The promise to send the bill's copy before the ship sailed suggests the Court wanted the island governing under the coming law's shadow ahead of its passage. A bench that could show a master the printed bill, with his crew's liability in it, held a persuasion at the anchorage that no mere Company prohibition carried, and the Court had used the same technique when it circulated the recall proclamations in the preceding paragraph.

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65	58	By Ship Craggs Frigott are exhausted then to make the inhabitants to pay double by taking advantage of their necessities we point out this that it may be prevented for what hath been, may again if not guarded against 25: As to Goods bought of the Cap.ts or others on board Ships whether Liquor or piece or weighable goods they likewise must be entered in Consultation, as to the Price and quantity bought and how Prized for retail In general we must say we scarcely ever find any substantial reason for buying of them though sometimes plausible ones are given which we dont like because they savour of particular Interest for the benefit of others Remember what we wrote you last year in Par.a 32 why you should buy Piece &c. at cheap rates. 26: The Consideration of the stores and Supplys of all sorts comes properly under this head Last year we gave directions in Par.a 26 how to draw out your Lists and send the reasons together with an account of Remains of all sorts then by you which sorts are most wanting and necessary which can best be spared in case the Tonnage will not bring all, Other Letters you will on Perusal find relating to this Subject whereto have recourse and govern your selves thereby. Thirdly touching our Servants Civil or Military The Accounts of S.t Helena in general and also concerning our Slaves Cattle Lands and revenues 27: This being the proper place for it we now acquaint you that we have settled your Stations and allowances as follows Viz.t The Governour at one hundred Pounds a year Sallary and one hundred Pounds Gratuity the Second M.r Bazette at Seventy Pounds a year Sallary and thirty pound Gratuity in consideration that he hath been long in the service and as he is well versed and hath been Margin Notes: Instructions relating to Goods bought from Shipping Method of Ordering Stores & Supplies &c. Account of Stations and Allowances of Several	If the private storekeepers knew the Company's stores were exhausted, they would make the inhabitants pay double by taking advantage of their necessities. The Court pointed this out so it might be prevented, for what had happened could happen again if not guarded against. 25: Goods bought of the captains or others on board ships, whether liquors, piece goods or weighable goods, were likewise to be entered in consultation, as to the price and quantity bought and how they were priced for retail. In general the Court had to say it scarcely ever found any substantial reason for buying from them, although plausible ones were sometimes given, which the Court did not like, because they suggested particular interest for the benefit of others. The Council was to remember what the Court wrote last year in paragraph 32 about why it should buy piece goods and the like at cheap rates. 26: The consideration of the stores and supplies of all sorts came properly under this head. Last year the Court gave directions in paragraph 26 on how to draw out the lists and send the reasons, together with an account of the remains of all sorts then held, stating which sorts were most wanting and necessary, and which could best be spared in case the tonnage would not bring all. Other letters relating to this subject would be found on reading them over, and the Council was to have recourse to them and govern itself accordingly. The third head concerned the Company's servants, civil and military, the accounts of St Helena in general, and the Company's slaves, cattle, lands and revenues. 27: This being the proper place for it, the Court now acquainted the Council that it had settled their stations and allowances as follows: the Governor at £100 0s 0d a year salary and £100 0s 0d gratuity; the second, Mr Bazett, at £70 0s 0d a year salary and £30 0s 0d gratuity, in consideration that he had been long in the service, and as he was well versed and had Interpretations The new salary establishment held the governor's emoluments exactly at the 1713 level, £100 0s 0d in each part, while Mr Bazett's £70 0s 0d and £30 0s 0d rose above both his old storekeeper's terms of £50 0s 0d and £20 0s 0d and the £65 0s 0d and £30 0s 0d that the second's place carried under Haswell. The stated grounds, long service and being well versed, rewarded the one officer of the 1713 bench whose persecution under Boucher the Court had once treated as proof of integrity, and the conditional gratuity structure continued unchanged as the Court's lever over performance. The suspicion attaching to purchases from ships' officers in paragraph 25 rests on the conflict the Court had policed for years: a councillor buying from a captain at the anchorage could set the Company's price to serve a private understanding, which is why the scarcely-ever-justified purchases were forced into consultation with price, quantity and retail valuation recorded. The phrase about plausible reasons suggesting particular interest restates the lesson of the arrack and cloth purchases criticised at paragraphs 25 and 26 of the despatch of 22 February 1716, where supplies that should have come from the Company's own ships were bought dear from private masters. Speculations The warning that exhausted stores let the private storehouses double their prices completes the argument begun in the Powell passages of the previous letter: the Company's retail operation was the island's price regulator, and every failure of supply or stock management handed the monopoly to its competitors. Read with the indent reforms, the Court's stores policy amounted to keeping the public shop too well found for private engrossing to pay.
66	59	Capt John Wyn Comander	Mr Bazett, having been long conversant in the affairs of the stores, was to continue storekeeper. The third, Mr

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		been long conversant in the affairs of the Stores That he continue Storekeeper The Third M.r Tovey at Fifty pounds a year Sallary and thirty Pounds Gratuity and to be Accomptant in which Sta= tion we find he now acts The fourth and last M.r Alexander at Forty Pounds a year Sallary and ten Pounds Gratuity and to continue Secretary we have also entertaind here M.r Joseph Ormston Jun.r a Factor to assist the Accomptant he writing a good hand and Understanding Book keeping at the Sallary of Thirty Pounds a year and Ten Pounds Gratuity The Gratuities are only Conditional as the Court of Directors for the time being shall judge they are deserved and not otherwise and you will see in our late Letters in what cases of neglect of Duty we Directed the Gratuity to be disallowed which we confirm and will have continued though we would not have done so had not we found Expostulations and complaints had no Influence and you will further find in other cases We orderd Suspension from Sallarys and dictt and Expelling our service for the like reasons for when we agree to give Sallarys and Gratuities It is upon Supposition That the Persons filled up their Places commendably and deserv'd them If the do not the reason for give them ceases for wages always Supposes work to be done for it. 28: If our Accounts are not Yearly sent us we will not pardon the Accom= ptant as we have said the two last Years But expect neither Sallary Gratuity or diett be allowed him of which we give him and you this fair warning which carries a yet further reason with it now we have sent good an Assistant. 29: The Accounts with Shipping must not be omitted to be sent by the respective Ships If they are the blame will always be yours and may prove to heavy we must not allow of it for a good Excuse to Margin Notes: Joseph Orm= ston sent as Factor & C.o Accounts must be year ly Sent	Tovey, was settled at £50 0s 0d a year salary and £30 0s 0d gratuity, and was to be accomptant, in which station he now acted. The fourth and last, Mr Alexander, was settled at £40 0s 0d a year salary and £10 0s 0d gratuity, and was to continue secretary. The Court had also engaged Mr Joseph Ormiston to be sent as a factor to assist the accomptant, he writing a good hand and understanding bookkeeping, at a salary of £30 0s 0d a year and £10 0s 0d gratuity. The gratuities were only conditional, as the Court of Directors for the time being should judge they were deserved, and not otherwise. The Council would see in the late letters in what cases of neglect of duty the Court directed the gratuity to be disallowed, which it confirmed and would have continued, although it would not have done so had it not found that remonstrances and complaints had no influence. The Council would further find that in other cases the Court ordered suspension from salaries and diet, and expulsion from the service, for the like reasons. When the Court agreed to give salaries and gratuities, it was on the supposition that the persons filled their places commendably and deserved them. If they did not, the reason for giving them ceased, for wages always supposed work to be done for them. 28: If the accounts were not sent yearly, the Court would not pardon the accomptant as it had done the two last years, but expected that neither salary, gratuity nor diet be allowed him. The Council was to give him this fair warning, which carried a yet further reason with it now that the Court had sent so good an assistant. 29: The accounts with shipping were not to be omitted from despatch by the respective ships. If they were, the blame would always be the Council's, and might prove too heavy. The Court would not allow as a good excuse Interpretations The completed establishment shows every survivor moved to the office his record fitted. Mr Tovey, the former secretary whom the Court had declared itself willing to forgive after the stabbing prosecution, took the accomptant's books at £50 0s 0d and £30 0s 0d, while Mr Alexander, long employed irregularly in the writing work, was regularised as secretary at £40 0s 0d and £10 0s 0d, the exact terms of the secretary's place since 1713. The factor Mr Ormiston, hired on his hand and his bookkeeping, was the good assistant who stripped the accomptant's office of its perennial excuse, and his £30 0s 0d and £10 0s 0d added a fifth salaried pen below the council. The escalation doctrine stated for the gratuities graded the Court's sanctions into a published scale: disallowance of gratuity for neglect, suspension of salary and diet for worse, expulsion from the service beyond that. The closing maxim, that wages always supposed work done for them, converted the whole pay structure into consideration for performance, with the Court the sole judge, and the candour that remonstrance alone had failed acknowledged the Pyke years as the proof. The accomptant's warning in paragraph 28 carried the doctrine straight to Mr Tovey's new desk. Two years of pardons for unsent accounts, the indulgence shown to Hancock and Haswell, were declared spent, and the penalty for a third default, loss of salary, gratuity and diet together, was fixed in advance with the assistant's arrival removing the last mitigation. Speculations Setting Bazett's salary at £70 0s 0d against Tovey's £50 0s 0d inverted the precedence the two men had held under the 1713 establishment, where the accountant's place outranked the storekeeper's. The Court probably paid for continuity where it mattered most: the stores were the island's bank and shop, Bazett alone of the bench had kept his office through every storm since 1713, and the premium recognised that the new

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			government's credit depended on the one officer who knew where everything was.
67	60	By Ship Craggs Frigott way the Clerks in the stores are to blame are they not under your con= =troul though they do draw out these accounts It is Your part to put them in mind of it to quicken their Diligence and to punish their Carelessness a very little time is sufficent to draw them out as plainly appears by the Copys we receive In Par.a 41 last Year We told you how to obviate the pretence of the Captains dilatoriness. 30: Whatever Bills are drawn by any Cap.ts on their Owners should be advised in the General letter and we expect they be as well as the Bills sent in the Packet Whatever Bills You draw on us must always be advised in the General Letter as to date Sum to whom payable and at what time which ought not to be less than thirty days the Account can well enough bear it and therewith we expect a reason why the Bill was drawn mentioning what we have for it We have told you once and again how uneasy we are to have any Bills drawn on us and do expect a stop be put thereto without you can give us a very good reason of the indispensable necessity we have a Bill presented is for £112.19.9. payable to Cap.t Misenor of which we have no advise This is not the first omission of that kind Let us have no more of them nor Advising of Bills drawn for sums different from what containd in the body of the Bill an error more than once committed. 31: The allowing Transfers of Debts from one person to another we justly and heavily complaind of having suffered very great= ly by it as we have also by permitting Soldiers and other poor People to run in debt more than they were ever able to pay our Gov.r M.r Pyke has of late as the Letters affirm put a stop to the increase and continuance of both parts of this mischief by getting an order of Council that no Transfer be made but by Margin Notes: Acco.t with Shipping to go by each Ship Instructions relating to Bills drawn Relating to y. method of Transferring	The Council was not to excuse itself by saying the clerks in the stores were to blame, even though they drew out those accounts, for the clerks were under the Council's control. The Council's part was to put them in mind of the work, to quicken their diligence and to punish their carelessness. A very little time sufficed to draw the accounts out, as plainly appeared by the copies the Court received. In paragraph 41 of last year's letter the Court told the Council how to remove the excuse of the captains' slowness. 30: Whatever bills were drawn by any captains on their owners should be advised in the general letter, and the Court expected they would be, as well as the bills sent in the packet. Whatever bills the Council drew on the Court were always to be advised in the general letter, as to date, sum, to whom payable and at what time, which ought not to be less than thirty days, since the account could well enough bear it. With the advice the Court expected a reason why each bill was drawn, mentioning what the Court had for it. The Court had told the Council once and again how uneasy it was to have any bills drawn on it, and expected a stop to be put to them unless a very good reason of indispensable necessity could be given. A bill was presented for £112 19s 9d payable to Captain Misenor, of which the Court had no advice. This was not the first omission of that kind. There were to be no more of them, nor any advising of bills drawn for sums different from what was contained in the body of the bill, an error committed more than once. 31: The Court had justly and heavily complained of the allowing of transfers of debts from one person to another, having suffered very greatly by it, as it had also by the permitting of soldiers and other poor people to run into debt more than they were ever able to pay. Governor Pyke had of late, as the letters affirmed, put a stop to the increase and continuance of both parts of this mischief by getting an order of council that no transfer be made but by Interpretations The bill advice rules of paragraph 30 specified the complete authentication record for every draft on the Court: date, sum, payee, tenor of at least thirty days, and the consideration received, all stated in the general letter rather than only in loose papers. The thirty-day minimum protected the Court's cash management, since a bill at sight could surprise the treasury while a month's usance let funds be provided, and the demand to know what the Court had for each bill applied the documented-purpose principle it had enforced since refusing the £46 16s 0d Ryan bill in the despatch of 22 February 1716. The unadvised £112 19s 9d to Captain Misenor, the commander who had carried the <i>Princess Amelia</i> despatch itself, showed the fault surviving into the latest season, and the discrepancy between advised sums and the body of the bill was the more dangerous error, since it defeated the only cross-check the system possessed. The closing credit to Governor Pyke for stopping debt transfers by order of council records the consultation-entry rule, adopted after William Beale's bribery offer and confirmed at paragraph 38 of the despatch of 22 February 1716, taking root before his removal. The acknowledgement, in a letter installing his successor, preserved the reform's authority as a standing rule rather than letting it fall with the governor who made it, and the paired mischiefs named, fraudulent transfers and the over-indebting of soldiers, restate the twin abuses the stores credit system had bred since the soldier debts of £10 0s 0d to £30 0s 0d a man recorded under Boucher. Speculations

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			The Court's willingness to name Pyke's reform with approval in the instructions to Mr Johnson probably served the transition as much as the record. The new bench inherited an order of council made by a discredited governor, and London's express confirmation forestalled any argument that the change of government reopened the lucrative traffic in transfers.
68	61	Capt John Wyn Comander leave in Consultation if it Proves so it is well In that case never suffer it to be renewed If he hath not let it be your care to do it effectually If ever you find the storekeeper or Accomptant permit any Transfer and be you sharp eno' to find out if they do so without particular direction of the council stop their Sallary till you advise us and have our answer whenever the Council do allow such Transfer (for any order out of Council must be lookt upon to be no order) Let an entry be made thereof in Consultation for our notice except hereout only for what the planters are allowed for Dyetting of Souldiers provided such allowance do not exceed such Souldiers pay for one month past due which must be deducted at pay day and then and not before the planter may have a Fresh Credit for another or part of another months Pay But such hath been the infedeliy of our People at S.t Helena some years ago That there stood in the Accounts six or seven thousand Pounds of Debts many of which was desperate Souldiers Fifty sixty to one hundred Pounds a man the necessary consequence of which was the Souldiers run away and thereby provd a double mischief Another Instance of Infidelity was to give the rich Planters Liberty to assign the poor Peoples debts to them over to us by which mean[...] the Planters had a certain Credit in our Books and were paid out of our Stores or by Bills on us here and thereby enabled to b[...] goods of the Ships and keep private Storehouses and very often our Debts proved Desperate We are the Larger on this head to shew the Evil that may never be revived. 32: We have at M.r Thomlinsons request consented that he should go to Bengall to be our chaplain there and succeed M.r Brercliffe and to that end he is to take Passage on the Craggs to Bencoolen and to embrace the first oppertunity of getting to Bengall from thence or Margin Notes: Concerning M.r Thomlinson	Governor Pyke's order of council provided that no transfer be made but by leave in consultation. If that proved to be so, it was well, and the Council was never to allow the order to be undone. If he had not made it, the Council was to take care to do so effectually. If the Council ever found the storekeeper or accomptant permitting any transfer without the particular direction of the council, and it was to be sharp enough to find out whether they did, it was to stop their salary until it had advised the Court and received its answer. Whenever the council allowed such a transfer, for any order made out of council was to be treated as no order, an entry was to be made in consultation for the Court's notice. The only exception was the allowance to planters for dieting soldiers, provided it did not exceed the soldier's pay for one month past due, which had to be deducted on pay day, and then and not before the planter might have a fresh credit for another month's pay or part of it. Such had been the dishonesty of the people at St Helena some years earlier that six or seven thousand pounds of debts stood in the accounts, many of them hopeless, with soldiers owing fifty, sixty, even one hundred pounds a man, the necessary consequence being that the soldiers ran away and so proved a double mischief. Another instance of the dishonesty was the liberty given to the rich planters to take assignments of the poor people's debts and pass them to the Company, by which means the planters held a certain credit in the Company's books, were paid out of the stores or by bills on the Court, and were thereby enabled to buy goods off the ships and keep private storehouses, while the debts very often proved hopeless. The Court wrote at length on this head to show the evil that must never be revived. 32: At Mr Thomlinson's request the Court consented that he should go to Bengal to be the Company's chaplain there and succeed Mr Brercliffe. To that end he was to take passage on the <i>Craggs</i> to Bencoolen, and to embrace the first opportunity of getting to Bengal from there Interpretations The history recited in paragraph 31 explains the whole architecture of the island's credit rules. Soldier debts of fifty to one hundred pounds against pay of about 21s a month were beyond any recovery, so the men deserted, costing the Company both the debt and the soldier, and the cure was the one-month credit ceiling for dieting, cleared compulsorily at each pay day before any renewal. The assignment traffic was the more sophisticated abuse: planters bought up hopeless small debts, passed them to the Company at face value as their own credit, and converted that paper into stores goods, London bills and trading capital for the private storehouses, leaving the Company holding the desperate debts while financing its own competitors. The consultation-entry rule, with salary stopped for any officer transferring without council direction, closed both channels at the bookkeeping gate where they operated. The doctrine that any order out of council must be looked on as no order stated the island's constitution in a single clause, voiding in advance every private direction a governor or officer might give, and matching the single-authority prohibition laid down earlier in these instructions. Mr Thomlinson's removal to Bengal resolved the bitterest personal quarrel of the Pyke years by promotion rather than adjudication. The chaplain whose complaints of insults at table and irreconcilable animosity the Court

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			had weighed in the <i>Princess Amelia</i> letter now left the island at his own request for a senior chaplaincy, travelling on the same ship that carried his adversary to Fort Marlborough, so the <i>Craggs</i> removed both parties to the feud in a single voyage. Speculations The dieting exception preserved the one credit relationship the garrison system could not do without, since soldiers boarded with planter families where no barracks mess fed them, and the Court's careful ceiling suggests it had measured the abuse against the necessity rather than prohibiting outright. A month's pay was the largest sum a planter could lose to a deserter, which priced the risk of the arrangement to its participants instead of the Company.
69	62	By Ship Craggs Friggott or by any ship that may be mett with before, For what is owing to him by us settle the account and give him Bills on us payable to his order But we are told That he hath had credits for great Sums by Transfers allowed him in our stores Do you examine whether this be true if so we will not allow it unless We have receivd the money Be sure take care to inquire and the rest tho' it should be pleaded it was allowed yet deduct it from his Credit and return it to him for his making the best of it there is no reason for taking a thorn out of his foot and putting it into ours It was infidelity in any of our Servants to consent t.o connive at Such thing We hope now by this remove his complaints of want of allowance will cease and he think himself well relieved since you have as the General Letter Says gratifyd him in every thing but his Surplus house rent 33: Continue to Send Us yearly according to our late directions a list in the Packet by double Conveyancis of the Sallary payable to the Gov.r and Council the Writers in the Stores, Your Reeve Boatmen Artificers and all others who have a Yearly Allowance from Us of Sallary or Gratuity or both mentioning the names and sums and a list of y.e Military with the Pay of each by the month that we may thereby see what our Annual charge is on these Articles which we account the main part of Yearly disbursments for as to the Hire of Blacks we expect a full Stop be put thereto as we orderd last year Par.a 59 in regard we have so plentifully Supplyd you therewith and more would be Soon coming which with good mannagement may be made fully to answer all our wants tho' Ten in y.e Hundred die as You compute in a Year or live. Margin Notes: Yearly Lists of Sallaries to go home by Double Convey= ances	Mr Thomlinson was to get to Bengal from Bencoolen by the first opportunity, or by any ship met with before that. For what the Company owed him, the Council was to settle the account and give him bills on the Court payable to his order. The Court was told, however, that he had received credits for great sums by transfers allowed him in the stores. The Council was to examine whether this was true, and if so the Court would not allow it unless the money had been received. The Council was to take care to inquire into this and the rest, and even should it be pleaded that the credit was allowed, it was to deduct it from his credit and return it to him to make the best of, for there was no reason for taking a thorn out of his foot and putting it into the Company's. It was dishonesty in any of the Company's servants to consent to or connive at such a thing. The Court hoped that by this removal his complaints of want of allowance would cease, and that he would think himself well relieved, since the Council had, as the general letter said, gratified him in everything but his surplus house rent. 33: The Council was to continue to send yearly, according to the Court's late directions, a list in the packet by double conveyances of the salary payable to the Governor and Council, the writers in the stores, the reeve, the boatmen, the artificers and all others who had a yearly allowance from the Company of salary or gratuity or both, mentioning the names and sums, together with a list of the military with the pay of each by the month, so that the Court might see what its annual charge was on these articles, which it accounted the main part of the yearly disbursements. As to the hire of blacks, the Court expected a full stop to be put to it, as it ordered in paragraph 59 of last year's letter, in regard it had so plentifully supplied the island with slaves and more would soon be coming, which with good management might be made fully to answer all wants, although ten in the hundred died, as the Council computed, in a year or Interpretations The settlement terms for Mr Thomlinson applied the transfer doctrine of the preceding paragraph to its first named case. Credits standing in his stores account by transfer were valid only where money had actually passed, and even credits the bench had formally allowed were to be unwound and handed back to him as personal claims against his debtors, the thorn returned to his own foot. The rule made the Company's books proof against sympathy: a departing chaplain's grievances, however gratified in everything but his surplus house rent, could not convert other men's bad debts into the Company's liability. The annual establishment list of paragraph 33 extended the nominal-roll discipline prescribed in the <i>Princess Amelia</i> letter to a standing yearly return by double conveyance, naming every salaried person from the governor to the boatmen, with the military paid by the month listed apart. The Court's avowed purpose, sight of the main part of the yearly disbursements, made the

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			list the budget against which the conditional gratuities and the threatened suspensions could be administered from London with arithmetic rather than report. The mortality figure closing the paragraph, ten slaves in the hundred dying yearly by the bench's own computation, entered the Court's reckoning as a cost of the supply policy rather than an argument against it: the plentiful shipments under the Madagascar covenants were sized to overrun the wastage, so that hire from the planters could end despite a tenth of the stock perishing each year. Speculations The Court's readiness to believe great sums stood transferred to the chaplain suggests his accounts had grown during the feud years, when a man banished from the governor's table boarded himself and might reasonably run credits at the stores. Insisting the credits be tested against money received let the Court relieve him generously by bills for true balances while refusing to let the relief launder whatever the late bench's favour or carelessness had allowed.
70	63	Capt John Wyn Comander 34: Send us by every Shipping a List of Your Blacks Male and Fem.ale how and where employd their Ages &c.a according to the directions of Last and former Years as the number is very considerable & much more than We have any notion you can really want for we took notice how much buissnes M.r Powells Blacks do for him We expect as many as can from time to time be Spared from the plantations and other necessary Works be employd on the Fortifications in digging and hewing Stone making mortar & assisting in building the work there and at the Storerooms &c.a which we were promised to have compleated long ago but dont find Yet done Remember constantly and carefully to observe what we wrote last Year Par.a 57 and in former Letters about feeding them well taking care of them and in Using them humanely We are assured by Such as understan[...] the Nature and management of Blacks very well having long dealt in them and therefore it was their Interest to preserve them That our Blacks have not even of Late notwithstanding wha[...] you write been well taken care of of which they were Eye Wittness That they have not Such Provisions as they Should particularly as to heartening Food formerly the had the Offal of the Beasts killed now very little That they have not Fish even tho' it costs very little more than the wear of the Boat and labour of catchin[...] That they have no Gaurdian appointed over them or at Least that doth his duty in that Office this if so Shews great want of thought or care or both Remedy it. 35: It is affirmed to Us That the Yams of S.t Helena are not of the Bes[...] Species that there are much Better sorts on the Coast of Guinea at y.e bete especially and old Callabar and Banny and the Sting Yam Margin Notes: Relating to y. Blacks Concerning Yams	34: The Council was to send by every shipping a list of the Company's blacks, male and female, with how and where they were employed, their ages and the rest, according to the directions of last and former years. The number was very considerable, and much more than the Court had any notion the island could really want, for it took notice how much business Mr Powell's blacks did for him. The Court expected that as many as could from time to time be spared from the plantations and other necessary works be employed on the fortifications, in digging and hewing stone, making mortar and assisting in building the works there and at the storerooms, which the Court was promised would have been completed long ago but did not find yet done. The Council was constantly and carefully to observe what the Court wrote in paragraph 57 of last year's letter, and in former letters, about feeding the blacks well, taking care of them and using them humanely. The Court was assured by persons who understood the nature and management of blacks very well, having long dealt in them, so that it was their interest to preserve them, that the Company's blacks had not, even of late, notwithstanding what the Council wrote, been well taken care of, of which these persons were eyewitnesses: that they did not have such provisions as they should, particularly as to nourishing food, for formerly they had the offal of the beasts killed and now very little; that they did not have fish either, although it cost very little more than the wear of the boat and the labour of catching; and that they had no guardian appointed over them, or at least none who did his duty in that office. If this was so, it showed great want of thought, or of care, or both. The Council was to remedy it. 35: It was affirmed to the Court that the yams of St Helena were not of the best species, and that there were much better sorts on the coast of Guinea, at Whydah especially, and at Old Calabar and Banny, and the sting Interpretations The Court's indictment of the slaves' treatment rested on eyewitnesses whose credentials it weighed candidly: men long in the slave trade, whose own interest lay in preserving the stock they dealt in, testified against the bench's written assurances. The particulars chosen were all costless remedies, offal from beasts already killed, fish whose price was the boat's wear and the labour of catching, and a guardian's diligence, so the failure could not be defended as economy, and the verdict of want of thought or care echoed Captain White's report of the exchanged slaves' miserable usage carried in the <i>Prinæss Amelia</i> letter. The redeployment order turned the slave list into the fortifications' labour budget. Powell's seventeen blacks remained the Court's standing measure of what the

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			Company's far larger holding should yield, and every hand spared from the plantations was directed to digging, hewing, mortar and building, the unfinished works and storerooms standing as the broken promise against which the next lists would be read. The yam intelligence of paragraph 35 drew on the Guinea trade's geography, naming Whydah on the Slave Coast and Old Calabar and Banny in the Bight of Biafra, the principal English slaving ports, whose provisioning grounds grew the yam varieties shipped to feed slave cargoes. Improving the island's staple from those sources would upgrade the diet on which both the slaves and much of the establishment subsisted. Speculations The eyewitnesses were probably the masters and supercargoes of the Madagascar and Guinea ships that delivered slaves under the covenants, the only outsiders who saw the Company's blacks at close quarters and compared their condition professionally. Their access to the Court, and the weight given their testimony over the bench's letters, shows the licensing system doubling as an inspection regime the island government could not manage.
71	64	By Ship Craggs Frigott Yam at Angola is near as good That these Yams at y.e Bite weigh sixteen Eighteen to Twenty pounds a piece and cost but Twelve Pence a Dozen whereas those of S.t Helena dont Weigh the Largest above two pound That at Loanga S.t Paul a Portugeez Settlement within Twelve days Sail of S.t Helena there is also great plenty of Provisions We mention these things That in case as Sometimes happens a Guinea ship from any of those Places should touch at S.t Helena you may and We earnestly desire you will endeavour to gett some of those Yams and raise a Stock from thence if they are so much better than these you now have which at Sometimes of the Year are very waterish and weak food not like those of Guinea for heartiness. 36: The next Branch under this head is that of our cattle wherein we comprehend all our live Provisions You will find suffic[...] directions in our letters What Accounts we expect to be sent us of these What Accounts are to be given you in monthly for Your perusal and examination of the encrease and Deacrese of each Species and how occasioned which are to be constantly entered in the Consultation Book be it your care to See all duly comply'd with. 37: Next to this are our Lands and Revenues of both these you will find ample Instructions in our Said Letters as the advices then before Us gave occasion to lay down the Rule or Explain it and the reasons for so doing Remember our orders for Plant= =ing and fencing our Lands they have seemd of late to lie asleep or to be deled Revive them, The Planters must be sensible of the benifit to themselves of those orders, make the wilfull Margin Notes: Touching Cattle Lands and Revenues	The sting yam at Angola was nearly as good. The yams at the Bight weighed sixteen, eighteen, even twenty pounds apiece and cost only 12d a dozen, whereas those of St Helena did not weigh, the largest, above two pounds. At Loango St Paul, a Portuguese settlement within twelve days' sail of St Helena, there was also great plenty of provisions. The Court mentioned these things so that if, as sometimes happened, a Guinea ship from any of those places touched at St Helena, the Council might, and the Court earnestly desired it would, endeavour to get some of those yams and raise a stock from them, if they were so much better than those the island now had, which at some times of the year were very watery and weak food, not like those of Guinea for nourishment. 36: The next branch under this head was the Company's cattle, in which it comprehended all its live provisions. The Council would find sufficient directions in the Court's letters: what accounts the Court expected to be sent to it; what accounts were to be given in monthly for the Council's perusal and examination of the increase and decrease of each species, and how each was occasioned, all of which were to be constantly entered in the consultation book. The Council was to take care to see all this duly complied with. 37: Next to this were the Company's lands and revenues, on both of which the Council would find ample instructions in the same letters, as the advices then before the Court gave occasion to lay down each rule or explain it, with the reasons for doing so. The Council was to remember the orders for planting and fencing the lands. They had seemed of late to lie asleep or to be dead, and the Council was to revive them. The planters had to be made aware of the benefit of those orders to themselves, and the wilful Interpretations The yam comparison reduced the island's staple crop to measurable inferiority: Bight yams of sixteen to twenty pounds at 12d a dozen against St Helena's two-pound roots, seasonally watery and weak. The proposed remedy cost the Company nothing but vigilance, since Guinea ships touching at the island under the slave covenants could supply seed stock in the ordinary course of refreshment, and the note of Loango St Paul within twelve days' sail mapped a provisioning reserve the bench had never used. The improvement bore directly on the slave establishment of the previous paragraph, whose ration was built on yams and whose nourishment the Court had just found wanting. The species-by-species cattle account, with every increase and decrease explained and entered in the

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			consultation book, answered a failure documented since the Boucher years, when Captain Bell reported sixty head dead since Lady Day with no book entry, and the Haw and Eaton accounts of 14 October and 5 December showed eighteen beasts vanished without explanation. Continuous causation entries made the herd auditable between musters, so losses by death, slaughter or conversion to private use could no longer hide in a bare change of totals. Speculations The image of the planting and fencing orders lying asleep or dead, requiring revival rather than re-enactment, restates the standing rules doctrine in the Court's most vivid form: Governor Roberts's tree law and the fencing rules had never lapsed in law, only in enforcement, and the new bench inherited the duty of execution exactly as the <i>Princess Amelia</i> letter had pressed it on the old, by persuasion first and authority after.
72	65	Capt John Wyn Comander and Obstinate sensible they must and shall comply but be not to rigorous as to the time Consider such as have not hands enough by indulging them with a reasonable Prolongation of time so far as you think reason but let them know you will not be trifled with Peruse among divers others last years Letter Par.a 66 on this Subject we have told you why we would not keep more lands in our hands then is really necessary we had rather lease out all the rest but with this Exception to that general liberty that care be taken not to let such Pieces as will turn to the detriment of the rest of ours directly or in consequence as was the case some years ago of a Piece of ground obtained by Mr Hoskinson and others of which you will find complain[...] in the Letters from thence to us. 38: Our Antient standing Rule of keeping a white man to every twenty acres was settled with true Political prudence to preserve the militia of the Island It has thro' carelessness and worse been forgotten and is now almost imposable to be fully restored because of some few engrossing such quantitys and like the great fish devou[...] =ing the Lesser However check such engrossing in future all you can and endeavour to put that old rule in execution as far and as often as you are able You will observe notice taken of this in divers of our Letters and among others in Par.a 70 last year persue them as far as is consistent with the true Interest of the Island in General Remember a mischief to one or a few persons is not so pernicio[...] as a General Inconvenience to all. 39: Fail not to send us Yearly to the 25.th March an account of our Revenues in Two papers one containing the particulars of the Fines Customs and Dutys on all goods landed the other of the rents of Lands what paid for Liberty of the Companys Commoning what Margin Notes: A white man to be kept to every 20 acres Yearly Acc.ts of Dutys Cus= toms Fines &c.	The wilful and obstinate were to be made aware that they must and would comply, but the Council was not to be too rigorous as to time. Those without hands enough were to be considered by the indulgence of a reasonable prolongation of time, so far as the Council thought reasonable, but they were to know they would not be trifled with. The Council was to read, among various others, paragraph 66 of last year's letter on this subject. The Court had told the Council why it would not keep more lands in its hands than was really necessary, and would rather lease out all the rest, but with this exception to that general liberty: care was to be taken not to let such pieces as would turn to the detriment of the rest of the Company's lands, directly or in consequence, as was the case some years earlier with a piece of ground obtained by Mr Hoskinson and others, of which complaint would be found in the letters from the island. 38: The ancient standing rule of keeping a white man to every twenty acres was settled with true political prudence to preserve the militia of the island. Through carelessness, and worse, it had been forgotten, and was now almost impossible to restore fully, because some few had engrossed such quantities and, like the great fish, devoured the lesser. The Council was nevertheless to check such engrossing in future all it could, and endeavour to put the old rule in execution as far and as often as it was able. Notice was taken of this in various of the Court's letters, among others paragraph 70 of last year, and the Council was to pursue them as far as was consistent with the true interest of the island in general, remembering that a mischief to one or a few persons was not so pernicious as a general inconvenience to all. 39: The Council was not to fail to send the Court yearly, to 25 March, an account of the revenues in two papers, one containing the particulars of the duties, customs, fines and seizures and the duties on all goods landed, the other of the rents of lands, what was paid for liberty of the Company's commoning, what Interpretations The proverb of the great fish devouring the lesser carried a precise economic meaning on the island: consolidation of plantations proceeded by the richer planters absorbing the holdings of the poorer, often through the very debt assignments condemned earlier in these instructions, and each absorption removed an armed householder from the twenty-acre militia tenure of the by-laws of 20 March 1680. The Court's settlement was openly second-best, restoration pursued as far as able, future engrossing checked, with the closing maxim authorising hardship to the few engrossers where the alternative was a general weakening of the island's defence. The Hoskinson precedent governed the leasing policy's one reservation. The Court preferred rent to demesne, the conclusion drawn from the Jesey and Powell comparisons, but a let parcel could injure the

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			retained estate, by enclosing a water source, a road or a range, as the complaint from the island had shown, so every lease was to be tested against the whole property and not the single rent. The two-paper revenue account split the island's income by its legal nature: duties, customs, fines and seizures on one paper, the fruits of the Company's governmental power, and rents and commoning payments on the other, the fruits of its landownership. The division, returned yearly to 25 March like the list of families, let the Court read at a glance how much of the revenue rested on sovereignty and how much on the estate. Speculations The admission that the twenty-acre rule was almost impossible to restore, in instructions otherwise insistent on reviving sleeping orders, probably reflects a legal limit as much as a practical one. Titles had passed by registered sale under the Company's own conveyancing system, and unwinding them wholesale would have attacked the security of the register on which all island property rested, a price the Court declined to pay even for the militia.
73	66	By Ship Craggs Frigott what for Sale of Blacks &c. and at bottom seperated from the rest what money comes in on fines from whom and for what you will find we have taken notice of Some Instances of unjustifiable rigour in fines 40: Send in like manner a List of Familys with there Blacks cattel what lands they have in their possession free or on rent These Lists have been sometimes omitted if ever they are again fine those who are to blame as they deserve Let them know this is our order that they maynt make it necessary to be obeyd tho' we must add we Shall lay the blame att your Doors for you ought to See they do their duty to quicken their diligence now you have the power of fining to enforce their obedience to which you may add when necessary Suspension of Sallary and Diet till they do comply. Fourthly touching our Fortifications Buildings & Garrison Stores 41: Our Letters will shew you how earnestly we wish to have an Account that the Fortifications were compleated and we have already told you to apply all the Blacks you can spare to that Service They will cost us only food which is the product of our own Plantations and the labour of others of them and cloathing and beading which in Par.a 54 of the 3.d of Novem.br is not ten Crowns a year we will not any longer pay the Hire of private persons blacks which is charged to stand us in a great deal of money Remember there are Some Seasons of the Year when the Plan= =tations dont necessarily require many of the Blacks hands at such times take of what can be Spared to y.e Fortifications Let none of the Blacks be idle that will bring them to a habit of Lazeness and set them upon Cabbaling and hatching of Margin Notes: Also a List of Familys and there Blacks &c.a Concerning the Fortifications	The revenue paper was also to show what came in for the sale of blacks and the like, and at the bottom, separated from the rest, what money came in on fines, from whom and for what, for the Council would find the Court had taken notice of some instances of unjustifiable rigour in fines. 40: The Council was to send in like manner a list of the families with their blacks, their cattle and what lands they had in their possession, free or on rent. These lists had sometimes been omitted. If ever they were again, those to blame were to be fined as they deserved, and were to know this was the Court's order, so that they might not make its enforcement necessary. The Court had to add, however, that it would lay the blame at the Council's doors, for the Council ought to see that the officers did their duty and to quicken their diligence, now that it had the power of fining to enforce their obedience, to which it might add, when necessary, suspension of salary and diet until they complied. The fourth head concerned the Company's fortifications, buildings and garrison stores. 41: The Court's letters would show how earnestly it wished to have an account that the fortifications were completed, and it had already told the Council to apply all the blacks that could be spared to that service. They would cost the Company only food, which was the product of its own plantations and the labour of others of them, and clothing and bedding, which by paragraph 54 of the letter of 3 November came to not ten crowns a year. The Court would no longer pay the hire of private persons' blacks, which was charged as standing the Company in a great deal of money. The Council was to remember that there were some seasons of the year when the plantations did not necessarily require many of the blacks' hands, and at such times to take off what could be spared to the fortifications. None of the blacks were to be idle, which would bring them to a habit of laziness, and they were to be set upon cobbling and patching of Interpretations The requirement to separate fine income at the foot of the revenue account, naming payer and cause, turned the island's penal revenue into an audited category of its own. Fines enforced obedience, but a bench paid out of its own fines had an interest in rigour, and the Court's noted instances of unjustifiable severity, of which the £200 0s 0d Powell bond condemned on 22 February 1716 was the standing example, explain why this one revenue stream was to be itemised man by man rather than totalled.

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			The costing of slave labour in paragraph 41 completed the economic case against hire that runs through both letters. The Company's blacks consumed food the plantations grew and other slaves raised, with clothing and bedding under ten crowns, fifty shillings, a year by the bench's own figure of 3 November, so their marginal cost on the fortifications approached nothing, while hired blacks stood the Company in real money. Seasonal transfer from the plantations applied the same logic to time: the works absorbed the agricultural slack of the year, and the prohibition of idleness, with cobbling and patching as the wet-day employment, kept the whole stock productive against the habit of laziness the Court feared as a permanent corruption of its capital. The fining power over negligent officers, with suspension of salary and diet in reserve, armed the new bench with the same graduated sanctions the Court itself wielded through the conditional gratuities, while the warning that blame would lie at the Council's own doors made the delegation inescapable: possession of the power to compel made failure to compel the Council's fault. Speculations The blame-shifting clause anticipates the defence the old bench had used throughout, that subordinates like Thomlinson the transcriber caused each failure. By granting the new Council full coercive powers over its officers in the same breath as the duty, the Court closed that defence in advance, exactly as the transcriber-and-examiner signature rule had done for the writing office.
74	67	Capt John Wyn Comander mischief and Running away and tempting them to steal on the other hand Remember they are Humane Creatures therefore keep them to stated hours of Labour see then they worke heartily and allow them convenient times of Rest and refreshment as we have formerly directed more at large. 42: Touching the Buildings of Convenient houses and rooms for store Lodgings &c.a we have given plain and full rules and orders to do whatever is necessary and no more and that what is done be useful lasting and with the greatest good husbandry. 43: Whenever you write for garrison Stores consider well the Lists Give the reasons why you desire the Several articles then sign the Lists send us the Account of Remains by which we may mak[...] some Judgment what to send and take care there be no Embezlem[...] 44: We have given full directions once and again as to the Gunners Monthly account of Stores expended or worn out have made our objections to some Articles which Appeard to us an over charge and particularly the expence of powder To others charged as worn ou[...] that we thought ought not to be allowed for the reasons then given and thereupon added what care was requisite to be used in examining his Accounts before you past them to prevent frauds and carelssness That every monthly account be interd after the Consultation in which it was past we desire and expect you take care all our orders in these particulars be fully and duly Complyd with. 45: We have not observd either from Your letters or Consultations That the Gunners account hath been Yeary examined to see that he hath duly discharged himself of all the Received excep[...] the Margin Notes: Other Buil= =dings Garrison Stores Gunners acc.ts to be brought in Monthly The Gunners yearly acc.ts must be exam.d & entred in Consult.n	Idleness would bring the blacks to a habit of laziness and set them on hatching mischief, running away and being tempted to steal. On the other hand the Council was to remember they were human creatures, and therefore to keep them to stated hours of labour, see that they worked heartily, and allow them convenient times of rest and refreshment, as the Court had formerly directed more at large. 42: Concerning the building of convenient houses and rooms for stores, lodgings and the like, the Court had given plain and full rules and orders: to do whatever was necessary and no more, and to make what was done useful, lasting and with the greatest good husbandry. 43: Whenever the Council wrote for garrison stores, it was to consider the lists well, give the reasons why it desired the several articles, then sign the lists and send the Court the account of remains, by which the Court might make some judgement of what to send, and take care there was no embezzlement. 44: The Court had given full directions once and again as to the gunner's monthly account of stores expended or worn out. It had made objections to some articles which appeared to it an overcharge, particularly the expense of powder, and to others charged as worn out which it thought ought not to be allowed, for the reasons then given. It had added what care was required in examining his accounts before the Council passed them, to prevent frauds and carelessness, and had directed that every monthly account be entered after the consultation in which it was passed. The Court desired and expected that all its orders in these particulars be fully and duly complied with. 45: The Court had not observed, either from the Council's letters or its consultations, that the gunner's account had been yearly examined to see that he had duly discharged himself of all the receipts except Interpretations The gunner's account drew the Court's particular suspicion because his stores wasted invisibly by their nature. Powder was expended in salutes and exercise, ironwork and tackle worn out in use, and each charge of consumption was unverifiable after the event, so the controls prescribed all operated before and around the fact: council examination before passing, entry of every

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			monthly account in the consultation that passed it, and the annual discharge audit of paragraph 45 reconciling everything received against everything accounted for. The concern descended from the oldest abuses of the head, the 1,300 guns fired under Captain Beck rebuked on 1 August 1683 and the three-gun salute rule of 20 February 1678 imposed to conserve powder. The building rule of paragraph 42, necessary works only, made useful, lasting and with good husbandry, compressed the whole barracks controversy of the <i>Princess Amelia</i> letter into a standing test. Necessity excluded the fine show of the £2,000 0s 0d barracks, durability excluded false economy, and the pairing answered both ways a bench could waste the Company's stone and labour. Speculations Requiring the indent lists for garrison stores to be signed, with reasons article by article and the remains attached, applied to munitions the same two-list logic imposed on trade goods at the start of the <i>Princess Amelia</i> despatch. The signature converted each demand into an attested document for which named officers answered, which is why the paragraph could end with embezzlement: an unsigned list padded with surplus powder and stores was the standing opportunity, and attribution was the cure.
75	68	By Ship Craggs Frigott The Remains This if it hath been done should have been noted in both if not it is culpable for the future appoint a time certain every year when there are none of our Ships to have that Acc.t brought before you examind and Adjusted The trouble is not muc[...] The monthly accounts will shew you the Expençe of each Species the adding them up and Deducting them from their Several Totals received is soon done & it is not much trouble to examine & see the remains in the Storehouse do effectually answer the Acc.t of what should be there If not he is to be responsible for what is deficient when this account is settled and approved enter it in Counsultation there it will remain on record as a charge on him and enable you with certainty to know what he is to account for the next time. Fifthly touching the Civil Governm.t of the Island or the Productions thereof in general and what concerns any of the Inhabitants 46: We believe very little need be said on this head considering our now Governour as he hath Acted many Years here as a Justice of Peace must well understand what is proper to be done for managing all affairs relating to the people for pre= =serving the Civil Government and promoting its welfare his own observations and experience will be very usefull to him in most of the Occasions likely to come before him & you and we would have you generally speaking govern y.r Margin Notes: Civil Governm.t	The gunner had to discharge himself of all the receipts except the remains. If the examination had been done, it should have been noted in both the letters and the consultations, and if not, the omission was culpable. For the future the Council was to appoint a fixed time every year, when none of the Company's ships were at the island, to have that account brought before it, examined and adjusted. The trouble was not much: the monthly accounts showed the expense of each species of store, adding them up and deducting them from the several totals received was soon done, and it was not much trouble to examine whether the remains in the storehouse effectually answered the account of what should be there. If they did not, the gunner was to be responsible for what was deficient. When the account was settled and approved, it was to be entered in consultation, where it would remain on record as a charge on him and enable the Council to know with certainty what he was to account for the next time. The fifth head concerned the civil government of the island, its productions in general and what concerned any of the inhabitants. 46: The Court believed very little needed to be said on this head, considering that the present governor, having acted many years in England as a justice of the peace, must well understand what was proper to be done for managing all affairs relating to the people, for preserving the civil government and promoting its welfare. His own observations and experience would be very useful to him in most of the occasions likely to come before him and the Council, and the Court would have them, generally speaking, govern Interpretations The annual gunner's audit was designed as a closed arithmetical loop: receipts in, monthly expenses out, remains physically counted against the calculated balance, deficiency charged personally on the officer, and the settled account entered in consultation as the opening charge for the next year's cycle. Scheduling it for a time when no ships lay at the island served two ends at once, freeing the bench's hands from the despatch rush and counting the stores when no salutes, supplies or sales could disturb the balance mid-audit. The introduction of Governor Johnson's credentials in paragraph 46 reveals the Court's theory of the appointment. A justice of the peace brought the working law of an English county, the summary jurisdiction, licensing and parish administration on which the island's

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			civil government had been modelled since the laws and constitutions of 30 March 1685 directed trials by the forms of England, and the Court's confidence that little need be said treated his commission of the peace as the qualification the despotic and quarrelsome Pyke bench had lacked. Speculations Resting the gunner's liability on a physical count of remains rather than on his vouchers shifted the burden of proof onto the officer, who answered for any gap between the storehouse and the book regardless of explanation. The same evidential design appears across these instructions, from Smitherman fined on bare possession of stolen goods to the storekeeper's salary stopped on an unauthorised transfer, suggesting a deliberate policy of strict-liability rules wherever the Court could not hope to prove intent at six months' distance.
<u>76</u>	71	Capt John Wyn Comander 52: We have Entertaind M.r John Jones to succeed M.r Thomlinson Chaplain of S.t Helena on the Usual terms of Fifty pounds a year Sallary and Fifty pounds a year Gratuity to comence from his arrival in case he shall be found to deserve it we have given him Ten pounds for fresh provisions for his voyage and ad= =vanced him Fifty Pounds which is to be repaid into our cash with you take care to receive it in Twelve months from this time and advise when you have we are Your Loving Friends London the 13 March 1718 Nath.ll Hern Henry Lyell Jos. Wordsworth Rob.t Nightingale John Elwick W.m Stewart Fran Child Edw.d Turner John Cooke Rich.d Boulton E Harrison John Heathcote Sam.ll Shephard Rob.t Michell Margin Notes: M.r John Jones Chaplain Examind Laurence Lane	52: The Court engaged Mr John Jones to succeed Mr Thomlinson as chaplain of St Helena, on the usual terms of £50 0s 0d a year salary and £50 0s 0d a year gratuity, to commence from his arrival, in case he should be found to deserve it. The Court gave him £10 0s 0d for fresh provisions for his voyage and advanced him £50 0s 0d, which was to be repaid into the Company's cash with the Council. The Council was to take care to receive it within twelve months of this time, and to advise the Court when it had done so. The letter was dated at London on 13 March 1719 and signed by the Court as the Council's loving friends: Nathaniel Hern, Joseph Wordsworth, John Elwick, Francis Child, John Cooke, E Harrison, Samuel Shephard, Henry Lyell, Robert Nightingale, William Stewart, Edward Turner, Richard Boulton, John Heathcote and Robert Michell. The copy was examined by Laurence Lane. Interpretations The chaplain's terms of £50 0s 0d salary and £50 0s 0d gratuity reproduced exactly the package on which Edward Winni was engaged in 1676, showing the ministry's establishment unchanged across four decades, and the gratuity's commencement from arrival, conditional on desert, brought even the clergyman within the performance system applied to every other officer of the island. The £50 0s 0d advance repayable on the island within twelve months used the Company's own remittance machinery as the recovery channel: London paid out, the island collected, and the books balanced across the ocean, the standard form of the London advances against salary recorded since the despatch of 5 March 1713. The signatory list joins names from across the Company's generations, Nathaniel Hern carrying one of the oldest surnames of the directorate, John Elwick and John Cooke continuing from the board that issued the establishment of 5 March 1713, and Henry Lyell, Robert Nightingale and John Heathcote among the active membership of the secret committee and the recent despatches. Speculations The dating of the despatch at 13 March 1719 places the <i>Craggs</i> in the same late-winter despatch window as nearly every general letter in the series, the season governed by the Channel weather that had just cost the fleet three months. The leap in paragraph numbering to 52 from the run of the instructions suggests the intervening paragraphs carried the detailed civil-government matter under the fifth head, with the chaplain's engagement appended as the final establishment item before signature.
<u>77</u>	72	By the Ship Hartford Our Governour & Council of S.t Helena London y.e 5 March 1719	A further general letter went by the ship <i>Hartford</i>, addressed from London on 5 March 1720 to the Governor and Council of St Helena.

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		1: On the 13 of March we sent by M.r Johnson then going out on the Craggs Frigot to be governour our orders and Instruc= =tions to him and the then appointed council which contain'd only an abstract of severall general Rules laid down in our former Letters whereto we refer'd you, that Abstract being design[...] as short hints of what we expected from you in y.e particulars therein mentioned for so far not that they were all but onely y.e most materiall then occuring to our memory, The deligent perusall of our former Letters would help you to the rest Coppy of those orders we sent you enclosed tho' we have an imperfect account by the reports of People in one of the Madagascar - ships that had been at S.t Helena and since gon for the wes[...] Indies That y.e Craggs Frigot had been there and was proceeded on her Voyage for Bencoolen. 2: We have received your General Letters of 31 December 1718 by the Princes anne of the 7th of march following by the Car= =donell, of the 19th of Aprill by the Carnarven, of the 8th of may by the Mary, and the 31 of that moneth 1719 by the morrice togeth[...] with your Consultations from the 6th of Nov.br 1718 to the 26th of may following, To such parts of them as require an answer or making our Remarks we are now to reply and tell you our minds under our establisht generall heads Viz.t First Concerning Shipping returned and sent or sending out Margin Notes: Generall Letters received by them	1: On 13 March of the previous year the Court sent by Mr Johnson, then going out on the <i>Craggs</i> frigate to be governor, its orders and instructions to him and the council then appointed. These contained only an abstract of several general rules laid down in the Court's former letters, to which it referred the Council, the abstract being designed as short hints of what the Court expected in the particulars mentioned, not as the whole, but only the most material points then occurring to memory. The diligent reading of the former letters would supply the rest. A copy of those orders was sent enclosed, although the Court had an imperfect account, by the reports of people in one of the Madagascar ships that had been at St Helena and had since gone for the West Indies, that the <i>Craggs</i> frigate had been there and had proceeded on her voyage for Bencoolen. 2: The Court received the Council's general letters of 31 December 1718 by the <i>Princess Anne</i>, of 7 March following by the <i>Cardonell</i>, of 19 April by the <i>Carnarvon</i>, of 5 May by the <i>Mary</i> and of 31 May 1719 by the <i>Morrice</i>, together with the consultations from 6 November 1718 to 26 May following. To such parts of them as required an answer or the Court's remarks, it now replied and gave its mind under its established general heads. The first head concerned shipping returned, sent and being sent out. Interpretations The duplicate of the <i>Craggs</i> instructions enclosed with this letter applied the redundancy of conveyance to the new government's founding documents, since the Court's only news of the <i>Craggs</i> was second-hand, gathered from the people of a Madagascar ship that had touched at the island before crossing to the West Indies. The detail shows the slave carriers serving as an informal packet service on the Atlantic triangle, the same channel through which the eyewitness reports on the slaves' treatment had reached London. The acknowledged correspondence places the old bench writing five general letters between 31 December 1718 and 31 May 1719, with consultations running unbroken from 6 November 1718 to 26 May, all necessarily the work of the Pyke council, since Mr Johnson only sailed in mid-March 1719. The Court thus opens its reply knowing the government it addresses had changed hands between the writing of the letters and the answer. Speculations The careful description of the <i>Craggs</i> abstract as the most material points then occurring to memory, with the former letters supplying the rest, guards against the abstract itself displacing the full body of standing orders. The Court had seen its short summaries treated as complete codes before, and the caveat preserved the doctrine that no order lapsed by omission from a digest.
78	73	Capt.n Fransis Nelly Comander 3: Since our last by the Craggs Frigot It hath pleased God the Following ships have arrivd us in safety Viz.t The Princess Anne (omitted before) the 4th of march The Cardonnell from Mocho and Bombay the 11th of June The Heathcote from Bengall The Derby from Fort S.t George, The Carnarven and Hartford from China the 8th of July The Benjamen from Bencoolen the next day The Mary from Bengall and the Fort and the Duke of York from Bombay the 13th of that month, The Grantham from Ben= =gall and the Morrice and Stanhope from Bombay y.e 13th of august 4: The Ships sent and sending for all parts of the East Indies this season are Viz.t Princess Anne 250 Tons Capt Nicholas Suborne for Moch[...] Mountague 380 Capt John Gordon For China and home Carnarven 375 Capt Josita Thwaitt For China and home Sarum 370 Capt Geo.r Newton For China and home Bridgewater 360 Capt Edw.d Williamson for china & H[...]	3: Since the Court's last letter by the <i>Craggs</i> frigate it pleased God that the following ships arrived in safety: the <i>Princess Anne</i>, omitted before, on 4 March; the <i>Cardonnell</i> from Mocha and Bombay on 11 June; the <i>Heathcote</i> from Bengal, the <i>Derby</i> from Fort St George and the <i>Carnarvon</i> and the <i>Hartford</i> from China on 8 July; the <i>Benjamin</i> from Bencoolen the next day; the <i>Mary</i> from Bengal and the Fort, and the <i>Duke of York</i> from Bombay, on 13 July; and the <i>Grantham</i> from Bengal and the <i>Morrice</i> and <i>Stanhope</i> from Bombay on 13 August. 4: The ships sent and being sent for all parts of the East Indies this season were as follows. <i>Princess Anne</i> 250 tons, Captain Nicholas Luhorne For Mocha <i>Mountague</i> 380 tons, Captain John Gordon For China and home <i>Carnarvon</i> 375 tons, Captain Josia Thwaite For China and home <i>Sarum</i> 370 tons, Captain George Newton For China and home

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		Cardigan 400 Capt Henry Clegg for Bengall Mary 450 Capt Holden for Fort S.t Geo.r desig.nd & Beng.l Duke of Cambridge 430 Capt Dan.ll Small For y. coast and Bay Derby 460 Cap.t W.m Fitzhugh For y. coast and Bay Duke of York 400 Capt Rob.t Hyde For y. coast and Bay The London 480 Cap.t W.m Upton For Bombay The Greenwich 450 Cap.t Rich.d Heyrey For Bombay The Chandois 440 Cap.t Tho.s Gilbert For Bombay The Cassandra 380 Cap.t James Macra For Bombay The King George 270 Cap.t Charles Warden for Benjar The Cardonnell 300 Cap.t W.m Newson for Mocha & Bencool.n The	<i>Bridgwater</i> 360 tons, Captain Edward Williamson For China and [...] <i>Cardigan</i> 400 tons, Captain Henry Clegg For Bengal <i>Mary</i> 450 tons, Captain Holden For Fort St George and Bengal <i>Duke of Cambridge</i> 430 tons, Captain Daniel Small For the Coast and Bay <i>Derby</i> 460 tons, Captain William Fitzhugh For the Coast and Bay <i>Duke of York</i> 400 tons, Captain Robert Hyde For the Coast and Bay <i>London</i> 480 tons, Captain William Upton For Bombay <i>Greenwich</i> 450 tons, Captain Richard Heyrey For Bombay <i>Chandois</i> 440 tons, Captain Thomas Gilbert For Bombay <i>Cassandra</i> 380 tons, Captain James Macra For Bombay <i>King George</i> 270 tons, Captain Charles Warden For Benjar <i>Cardonnell</i> 300 tons, Captain William Newson For Mad[...] and Bencoolen Interpretations The season's fleet of sixteen ships shows the trade at its post-war breadth, with four ships for China, four for Bombay, three for the Coast and Bay and the rest spread over Mocha, Bengal, Benjar and Bencoolen, the China squadron alone exceeding the whole annual fleets of earlier decades. Several names carry continuity for the island's records: the <i>Cardonnell</i> under a new commander returning to the St Helena and Bencoolen run her predecessor had served since 1714, the <i>Princess Anne</i> still on the Mocha voyage she had sailed in 1716, and Captain Daniel Small still commanding the <i>Duke of Cambridge</i> as in the fleet of that year. The arrivals list completes the accounting begun in the <i>Craggs</i> letter, with the <i>Hartford</i> herself, the present despatch's carrier, recorded home from China on 8 July before being turned round for the island, the practice by which a fresh-arrived hull took the next outward letter. Speculations The <i>Cassandra</i> under Captain James Macra, listed here routinely for Bombay, sailed into one of the period's notorious encounters with the pirates of the Indian Ocean, and the fleet list preserves the ordinary commercial intention behind a voyage remembered for its violence. The Court's lists named no convoy arrangements, suggesting the peace with Spain had returned the eastern routes to independent sailing despite the standing cautions about ships met at sea.
79	74	By the Ship Hartford The Hartford 300 Tons Cap.t Francis Nelly for S.t Helena & Benc.on Besides these we bought and sent for Bombay & S.t George 450 Tons Cap.t John Harvey for the service of the Island to be there Us'd & Sold 5: The Westerly Winds have been a great hindrance to Our ships sailing The Princess Anne did not depart the Downes till y.e 3 Dec[...] the S.t George the 7th The Cardigan for the Bay the Mary for y.e Coast dispatcht early being intended to go before the rest and also the four China Ships with y.t to Benjar were first detained and afterwards put back by contrary winds that our other Coast & Bay ships overtook them at Spithead, and all the eleven did not sail thence till the 14 of February and afterwards put into Plymouth where they waited for a fair wind till the 28.th 6: The Supracargoes sent out this Season are Viz.t In y.e Carnarven Mess.rs Fazackerly Gascoigne & Turner, in the Sarum Mess.rs Lock Godfrey & Pratt, in the Mountague Mess.rs Gould Savage and Dade, in the Bridgwater Mess.rs Somers Morton and Carter and in the King George Mess.rs English Tempest and Garner. 7: The four Bombay Ships should by Charter Party have been in the Downs by the 10th of February and the	The list closed with the present ship. <i>Hartford</i> 300 tons, Captain Francis Nelly For St Helena and Bencoolen Besides these the Court bought and sent for Bombay the <i>St George</i>, 450 tons, Captain John Harvey, for the service of the island there, to be used and sold there. 5: The westerly winds were a great hindrance to the sailing of the ships. The <i>Princess Anne</i> did not depart the Downs until 3 October, and the <i>St George</i> on the 4th. The <i>Cardigan</i> for the Bay and the <i>Mary</i> for the Coast, despatched early as they were intended to go before the rest, and also the four China ships with the ship for Benjar, were first detained and afterwards driven back by contrary winds, so that the other Coast and Bay ships overtook them at Spithead. All the eleven did not sail from there until 14 February, and afterwards put into Plymouth, where they waited for a fair wind until the 28th. 6: The supercargoes sent out this season were, in the <i>Carnarvon</i>, Messrs Fazackerly, Gascoigne and Turner; in the <i>Sarum</i>, Messrs Lock, Godfrey and Pratt; in the <i>Mountague</i>, Messrs Gould, Savage and Dade; in the <i>Bridgwater</i>, Messrs Somers, Morton and Carter; and in the <i>King George</i>, Messrs English, Tempest and Garner.

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		Hartford by the 15. they have left Gravesend and we hope will Speedily get thither in order to receive their despatches But for want of Seamen and Since of fair winds have been detain'd hertherto 8: This comes to you by the Hartford, in her Packet you will find her Charterparty which you must take care to forward with y.e ships to Fort malboro. at Bencoolen, therein you will see you are to dispatch her in ten working dayes or else you will subject Margin Notes: The time of their sailing The names of their Supracargoes Charterparty to be forwarded with the Ship	7: The four Bombay ships should by charter party have been in the Downs by 10 February, and the <i>Hartford</i> by the 15th. They had left Gravesend, and the Court hoped they would speedily get there in order to receive their despatches, but for want of seamen, and since then of fair winds, they had been detained hitherto. 8: The present letter came by the <i>Hartford</i>. In her packet the Council would find her charter party, which it was to take care to forward with the ship to Fort Marlborough at Bencoolen. The Council would see in it that the ship was to be despatched in ten working days, or else the Company would be Interpretations The purchase of the <i>St George</i> for Bombay, to be used and sold there, marks a different transaction from the season's charters: a hull bought outright in London, sailed out as a one-way conveyance and converted to the Bombay marine or to cash at the other end, the same logic as the dedicated supply ship to be broken up at St Helena proposed in the despatch of 14 March 1715, applied this time to the western presidency. The shipping chronology of paragraph 5 measures the cost of an Atlantic winter on the Company's calendar: ships despatched early to lead the fleet were caught, overtaken at Spithead by the very vessels they were meant to precede, and the combined eleven lost until 28 February at Plymouth, so the staggered fleet collapsed into a single late convoy. The detail explained to the island why its supplies and letters bunched into one season's end, and why want of seamen, the chronic shortage the island's own seamen-supply clause had served since 1680, still held ships at Gravesend past their charter dates. The supercargo lists continue the China trade's career ladder visible in the previous despatch, with Mr Lock and Mr Godfrey, supercargoes of the <i>Townsbend</i> in 1716, now in the <i>Sarum</i>, and Mr Carter, the <i>Townsbend's</i> former writer, risen to supercargo in the <i>Bridgwater</i>. Speculations Routing the <i>Hartford's</i> charter party through St Helena to Fort Marlborough placed the contract in the hands of the governor now second of council there, Mr Pyke, whose own bench had once protested the <i>Catherine</i> under the same ten-working-day clause. Each establishment on the voyage enforced the document in turn, and the warning cut off mid-sentence, that failure would subject the Company to demurrage, repeats the discipline these letters attached to every chartered hull.
80	75	Capt.n Francis Nelly Comander subject us to demorage, we told you last year the reasons why you must take care to prevent that charge and what was to be done in case of the accidents of bad weather or otherwise hinder= ing the ships unlading, It is a great deal of money we pay for every ships deviation to S.t Helena, for we are by Charterparty to allow them six weeks demorage on that account, let it be your care to employ all hands to receive the goods as they come ashore that her unlading may not be prolonged on your account and thereby that charge further Increased 9: We continue our secret Committe with the same Powers we ad=vised last year, those now are S.r Robert Nightingale M.r Dawson S.r Robert Child and M.r Woodsworth or any three of them, if they should send you any orders or directions you must follow and observe them as if signed by the whole Court. 10: In the Packet you will find four Printed acts of Parliament to strengthen the Laws in being against any of his majesties sub= jects trading to y.e East Indies under escued or any other forreign Colours or Commissions, we advised you last year in Par.a 21 Tha[...] a Bill was depending for that purpose but had not then past both houses, It has since obtaind the Royall Assent, and is sent for your information Remember what has been already	Failure to despatch the ship in ten working days would subject the Company to demurrage. The Court told the Council last year the reasons why it had to take care to prevent that charge, and what was to be done in case accidents of bad weather or anything else hindered the ship's unloading. The Company paid a great deal of money for every ship's diversion to St Helena, for by charter party it allowed the owners six weeks' demurrage on that account. The Council was to take care to employ all hands to receive the goods as they came ashore, so that the unloading was not prolonged on the island's account and the charge further increased. 9: The Court continued its secret committee with the same powers it advised last year. The present members were Sir Robert Nightingale, Mr Dawson, Sir Robert Child and Mr Woodsworth, and if they, or any three of them, sent the Council any orders or directions, it was to follow and observe them as if signed by the whole Court. 10: In the packet the Council would find four printed Acts of Parliament to strengthen the laws in being against any of His Majesty's subjects trading to the East Indies under Swedish or any other foreign colours or commissions. The Court advised last year, in paragraph 21, that a bill was depending for that purpose but had not then passed both houses. It had since obtained the

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		wrote to S.t Helena on the subject matter of that sort of Shipping and be sure to comply therewith. 11: Dont fail to advise us on all occasions what Ships touch at your Island whether our freighted or others, when they arrive & depart what news they bring you of others, & every thing else fit for our Notice. Margin Notes: concerning - Demorage Secret Committee Printed acts of parliament to prevent trading to y. East Indies under forreigne Commissions To advise of all Ships that arrive here with all Circumstances relating to y. Comp.s Affairs	royal assent and was sent for the Council's information. The Council was to remember what had already been written to St Helena on the subject of that sort of shipping, and to be sure to comply with it. 11: The Council was not to fail to advise the Court on all occasions what ships touched at the island, whether the Company's freighted ships or others, when they arrived and departed, what news they brought of other ships, and everything else fit for the Court's notice. Interpretations The six-week demurrage allowance disclosed here shows what the diversion of every chartered ship to St Helena actually cost the Company in its contracts: the owners were compensated in advance for up to six weeks of the round voyage spent on the island call, so each day of slow unloading beyond the ten working days drew on money already at risk. The figure explains the intensity of the despatch discipline through these letters, from the all-hands rule, repeated here, to the Court's insistence in the <i>Craggs</i> instructions that no councillor think the boat work beneath him. The four printed Acts completed the legislative campaign tracked through the previous despatch, where the bill against British subjects serving foreign East India ventures was still before Parliament. Statute now stood behind the island's treatment of foreign-commissioned shipping, replacing the Company's private prohibition with the King's law, and the naming of Swedish colours first preserved the particular threat the Court had watched since the Calais intelligence of 22 February 1716. The standing order of paragraph 11 made the island a formal intelligence station: every arrival and departure, of whatever flag, reported with the news each ship carried of others. The ship register established on 14 March 1684 had recorded the same facts for revenue and monopoly enforcement; the renewed order tied the register to the Court's wider need for ocean intelligence in the age of pirates and interlopers. Speculations The secret committee's membership shifted with the Court's annual elections, Sir Robert Child and Mr Dawson returning from the original committee of 22 February 1716 while Sir Gregory Page and Mr Lyell dropped away, yet the instrument itself now renewed for at least the fourth year. What began as an emergency device against the Ostenders had evidently settled into a permanent organ of the directorate, its three-signature orders binding the island as fully as the whole Court's seal.
81	76	By the Ship Hartford 12: If as before hinted one of the Madagascar Ships, had been att S.t Helena since The Craggs arrivall you should have sent us a Letter by her to have let us known somuch together with any other materiall occurences. 13: Be sure send us by every shipping their accounts with you as to stores or Provisions deliverd to or received from them, here= =tofore we used to have Bills drawn by the Comanders on their on their owners for our accounts, that good husbandry has of of late scarce ever appeard we expect it be revived. 14: We have perused The planters Petition To the Governour com= plaining of our ships supplying themselves with Provisions at the Cape and of the Evill consequences that must necessarily follow thereupon, We do order our ships always in times of Peace to proceed from what ever port they are dispatcht directly for S.t Helena, and by Charterparty and instructions do oblige them to stay for any other ships that may arrive during their being at S.t Helena, as also That they shall take in at least three hun= =dred weight of Beef alive or dead for every twenty men the ship should carry by Charterparty, which is twenty men for every Hun= =dred Ton let for, as you will see in folio 7 of the Book Charterparty and	12: As before hinted, one of the Madagascar ships had been at St Helena since the <i>Craggs</i>'s arrival. The Council should have sent a letter by her, to let the Court know as much, together with any other material occurrences. 13: The Council was to be sure to send by every shipping the ships' accounts with the island, as to stores or provisions delivered to them or received from them. The Court had formerly had bills drawn by the commanders on their owners for the Company's account, but that good husbandry had of late scarcely ever appeared, and the Court expected it to be revived. 14: The Court read the planters' petition to the governor, complaining of the Company's ships supplying themselves with provisions at the Cape, and of the evil consequences that must necessarily follow from it. The Court did order its ships, always in times of peace, to proceed directly for St Helena from whatever port they were despatched, and by charter party and instructions it obliged them to stay for any other ships that might arrive while they were at St Helena. They were also obliged to take in at least 300 weight of beef, alive or dead, for every twenty men the ship should carry by charter party, which was twenty men for every hundred tons let, as the Council would see in folio 7 of the book charter party. If

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		that if you take from them in payment Arrack Sugar or other Necessarys it is to be at a reasonable price or you may refuse it, We have also in former Letters given you directions as to Rice Sugar and coarse measured goods that you should not take them unless cheap because it is not worth their while to bring them neither at any Rate, As to that part of the planters Complaint Margin Notes: Ships accounts to be sent w.th them as to Stores or Provisions Relating to y. Planters petition About y. Shipping victuling at y. Cape	the Council took arrack, sugar or other necessities from them in payment, it was to be at a reasonable price, or the Council might refuse it. The Court had also given directions in former letters as to rice, sugar and coarse measured goods, that the Council should not take them unless cheap, because it was not worth the captains' while to bring them home at any rate. As to that part of the planters' complaint Interpretations The planters' petition struck at the foundation of the island's economy, since homeward ships provisioning at the Dutch Cape arrived with no need of St Helena beef, and the Court's answer disclosed the contractual machinery that protected the planters' market: the direct-passage obligation in peacetime, and the requirement in folio 7 of the book charter party that every ship buy at least 300 weight of beef per twenty men of her chartered complement, the complement itself fixed at twenty men per hundred tons. The clause converted the island call from a discretionary refreshment into a guaranteed sale, scaled automatically to each ship's tonnage. The bills formerly drawn by commanders on their owners for provisions received made each ship's refreshment self-financing, the owners paying for their own crews' beef instead of the cost washing through the Company's books, and the lapse of the practice meant the Company had been silently subsidising the owners. Reviving it, with the ships' accounts sent by every conveyance, restored the charter party's allocation of cost as the despatch of 8 November 1678 had first applied it through bills on Captain Power and his fellow commanders. The pricing rules for arrack, sugar and coarse goods taken in payment repeat the doctrine of the <i>Princess Amelia</i> letter's paragraph 32: goods the captains could not profitably carry home had to be cheap at the island or refused, so the bench held the bargaining power in every such exchange and was instructed to use it. Speculations The reproach over the missed Madagascar ship treats every departing hull as an obligatory mail packet, and its placement immediately before the shipping-accounts order suggests the Court suspected more than negligence: a bench that let a ship sail unreported also let her sail unaccounted, and the two disciplines, news by every ship and accounts by every ship, closed the same gap from both ends.
82	77	Capt.n Francis Nelly Commander of the Captains imposing upon them their Refuse Goods at Extrava[...] Prices they might remedy it themselves by not taking them, Since they can have the like goods cheaper at our storehouse, or if they do Barter they may when the imposition is notorious value their goods accordingly. 15: If the account you give us be true of the great Drought at the Cape that the cattle dye and so few remain alive that no Live sheep were suffered to be supplied to the Dutch ships for fear of loosing the Breed, and that their corn and wine have failed It looks very odd That yet our Ships should supply themselves there, and seems tacitly to imply they find things nevertheless cheaper than at S.t Helena For it is naturall to suppose every body would supply themselves where they can do it at best hand, and it is evident the severall Ships do come afterwards to your Island. 16: Your Consultations mention People being carried away clandes= tinely by the Ships, Review the Charterparty folio 8 and you will see if any of our ships leave your Island in the night without leave from you in writing he is to forfeit two Hundred pounds Therefore as they must sail in the day time with good care you m[...] prevent it by watching their going off and searching the ship befor[...] her Departure.	As to the part of the planters' complaint that the captains imposed their refuse goods on them at extravagant prices, the planters might remedy that themselves by not taking the goods, since they could have the like cheaper at the Company's storehouse, or, if they bartered, they could value their own goods accordingly when the imposition was notorious. 15: If the account the Council gave of the great drought at the Cape was true, that the cattle were dying and so few remained alive that no live sheep were allowed to be supplied to the Dutch ships for fear of losing the breed, and that the corn and wine there had failed, it looked very odd that the Company's ships should still supply themselves there. The choice seemed tacitly to imply that they nevertheless found things cheaper there than at St Helena, for it was natural to suppose everybody would supply themselves where they could do it on the best terms, and it was evident the several ships came afterwards to the island. 16: The Council's consultations mentioned people being carried away secretly by the ships. The Council was to review folio 8 of the charter party, where it would see that if any of the Company's ships left the island in the night without leave from the Council in writing, the commander was to forfeit £200 0s 0d. Since they therefore had to sail in the daytime, the Council could

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		17: The Dartys leaving behind Reinhardus abhymmen or Rechard Hemings as your Consultation calls him seems to Us a blind sort of buisness, as also your supplying him with Necessaryes and allowing him twelve pence a day for victualls we dont no what to make on't, nor do we see any good reason to feed him at our charg[...] as it appears to be unless he did something to deserve it whether his Margin Notes: Concerning the Drought at y. Cape People carried away by the Shipping Clan= destinely how to prevent it Concerning Rein= hardus Hymen	with good care prevent the practice by watching their going off and searching each ship before her departure. 17: The leaving behind of Reinhardus Abhymmen, or Richard Flemings as the consultation called him, seemed to the Court a blind sort of business, as did the supplying of him with necessities and the allowing of him 12d a day for victuals. The Court did not know what to make of it, nor did it see any good reason to feed him at the Company's charge, as appeared to be the case, unless he did something to deserve it, whether his Interpretations The Court's market logic in paragraph 15 turned the bench's own drought story against the planters' petition. If the Cape's herds, corn and wine had truly failed, the ships' continued provisioning there could only mean Cape prices still undercut the island's, so the remedy for the lost beef trade lay in St Helena's own prices rather than in compulsion, the same reasoning the Court had applied since fixing the <i>Carpsepacky</i> beef rate at 25s the hundredweight in 1715 so that the Company's beef went at no less than others would afford it. The £200 0s 0d night-sailing forfeiture in folio 8 of the charter party shows desertion control built into the shipping contracts themselves. Daylight departure was the enforceable rule, and the bench's watch and pre-departure search were the practical complement, since every man carried off secretly was a soldier's debt abandoned, a covenanted servant lost or a deserter escaping the island's justice, the standing leak the Court had policed since commanders were forbidden passage to unlicensed persons in the despatch of 24 March 1680. The refusal of the captains' refuse-goods grievance completed the Court's design for the storehouse as price regulator: with like goods always cheaper at the Company's rooms, no planter needed to accept an imposition, and notorious overcharging in barter licensed the planter to mark up his own beef in answer, settling the matter by counter-valuation rather than by the bench's intervention. Speculations The man left behind under two names, Reinhardus Abhymmen rendered as Richard Flemings, drew the Court's suspicion precisely because the consultation recorded the arrangement without a reason: a foreigner landed from a ship, fed at 12d a day from the Company's purse, fitted no category the standing orders allowed, and an alias in the island's own book suggested either the bench's carelessness or someone's wish that the business stay blind. The demand to know what he did to deserve maintenance applied the wages-suppose-work maxim of the <i>Craggs</i> instructions to the smallest pensioner on the island.
83	78	By the Ship Hartford his pretence of Parentage be true or false he ought in this case to Labour if he will eat. Secondly Concerning Goods or stores sent from England or Received from India 18: What Goods and stores we now send on this Ship Hartford the Invoice and bill of Lading will give you a particular account off 19: We see by the Consultations the Accompt entered of severall Quantitys brought you from our Indian Settlements but not one word of the prices you settled them at to be retailed out of the store= =house, of this we gave you a short memorandum last Year in Par.as 20 and 24 both as to Europe and India goods for your Remembrance and notice, we expect it be complyd with in all time coming as often as Goods come to your hands from either place on our Accompt or bought out of the Ships, If it be not you must bear the Consequence, we say this because we find our orders have been so often forgotten or disregarded That we must not in future rest satisfied with bare chiding we Shall at least stop the Gratuities of such as are blame worthy therein, But we	Whether his claim of parentage was true or false, he ought in this case to labour if he would eat. The second head concerned goods and stores sent from England or received from India. 18: The invoice and bill of lading would give the Council a particular account of what goods and stores the Court now sent on the ship <i>Hartford</i>. 19: The Court saw by the consultations the account entered of several quantities of goods brought to the island from the Indian settlements, but not one word of the prices the Council settled for retailing them out of the storehouse. The Court gave a short memorandum on this last year, in paragraphs 20 and 24, covering both Europe and India goods, for the Council's remembrance and notice, and it expected compliance in all time coming, as often as goods came to hand from either place on the Company's account or were bought out of the ships. If not, the Council must bear the consequence. The Court said this because it found its orders had been so often forgotten or disregarded that it must not in future rest satisfied with bare scolding, and would at least stop the gratuities of those who were blameworthy

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		hope for better management from our new Governour and Council. 20: We take notice of the China Supracargoes plausible pretence for Letting you have none of our Tea when you desir'd it because you asked for Bohea Tea, and they said it was all stowed in the Bottom of the Ship and the Green upon it, were not you to blame not to ask for some of the Green, you say they offered you whatever you wanted of their own However to prevent the like Denyall we have this Year directed Margin Notes: Prices of Goods to be sent home Relating to from the China Ships	in the matter. The Court hoped, however, for better management from the new governor and council. 20: The Court took notice of the China supercargoes' plausible excuse for letting the island have none of the Company's tea when the Council desired it: the Council asked for Bohea tea, and they said it was all stowed in the bottom of the ship with the green tea upon it. The Council was, however, to blame for not asking for some of the green, since by its own account the supercargoes offered whatever the Council wanted of their own. To prevent the like denial the Court had this year directed Interpretations The maxim closing the Abhymmen affair, that he ought to labour if he would eat, applied the island's universal rule of maintenance to the stranger: the Court would feed no one at 12d a day on an unverified story, but it would convert him from pensioner to workman regardless of whether the story held, the same principle that kept slaves, soldiers and officers alike under the wages-suppose-work doctrine. The escalation announced in paragraph 19 abandoned admonition as the Court's instrument: orders forgotten or disregarded would now cost the blameworthy officers their gratuities directly, the conditional half of every salary on the island standing forfeit to the retail-pricing rule alone. The rule itself, prime cost and valuation entered in consultation for every parcel, was the audit gate the Court had defended since the middling profit standard of 14 March 1715, because an unrecorded retail price was the storekeeper's private margin. The tea episode shows the island's entitlement under the despatch of 22 February 1716, one or two peeculs of each sort yearly from the China ships, defeated by stowage: Bohea, the cheap black tea destined for the soldiers, lay under the whole China cargo, while the green teas, the dearer sorts, sat accessible above it. The supercargoes' offer of their own tea in place of the Company's was the private trade filling the gap the Company's stowage created, and the Court's blame fell on the bench for taking neither. Speculations The Court's promise of a direction this year to prevent the like denial probably ordered the China ships to stow the island's tea allotment accessibly or deliver it from whichever sort lay at hand, since the alternative, letting the bench buy the supercargoes' private tea, would have conceded the Company's own entitlement to its servants' trade. The episode shows how cargo stowage, decided at Canton months earlier, could quietly nullify a standing order at St Helena.
84	79	Capt.n Francis Nelly Commander each of the three China Ships to bring you two Chests, each Containing one hundred Cattee Pots part single part Bohea a Chest of usefull china ware, twenty Cattees of stiching and sow ing silk of severall Colours, and the remainder of the one p Cent of each ships Tonnage in Sugar and Arrack, If they fail in any part advise us wherein, you write us the Souldiers are allowed a Picull a year and in former Letters that it greatly contributed to their health, If in any of the aforesaid particulars less would serve let us know, for as we would not have you without necessar[...] supplies, so neither would we have any lye and spoil or be need= lessly wasted or Consumed. 21: The four Bales of Quilts designd you from Bombay which were brought hither because the could not be come at are retturn ed you on this Ship. 22: We dont understand what occasion there was to deliver to Union Castle that is as we understand it to the Gov.r and Council above four hundred fifty four Pounds value of Goods out of the storehouse in three months from the 25 June to the 25 of September as appears by the Entry in the Consultation book had the Entry been made of the other months to the time our Ships left the Island we might have seen how much more had been sup plyed	The Court had this year directed each of the three China ships to bring the island two chests, each containing one hundred cattee pots, part Singlo and part Bohea, a chest of useful china ware, twenty cattees of stitching and sewing silk of several colours, and the remainder of the one per cent of each ship's tonnage in sugar and arrack. If they failed in any part, the Council was to advise the Court in what respect. The Council wrote that the soldiers were allowed a peccul of tea a year, and in former letters that it greatly contributed to their health. If in any of these particulars less would serve, the Council was to let the Court know, for as it would not have the island without necessary supplies, neither would it have any lie and spoil, or be needlessly wasted or consumed. 21: The four bales of quilts designed for the island from Bombay, which were carried to England because they could not be come at on the voyage, were returned on the present ship. 22: The Court did not understand what occasion there was to deliver to Union Castle, that is, as it understood it, to the governor and council, above £454 0s 0d value of goods out of the storehouse in three months from 25 June to 25 September, as appeared by the entry in the

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		in the same manner, whether in the Like proportion as to some of the particulars, we observe the Plantation house had not nine Pounds value in that time, Pray Explain this to us and curtail these Expences as far as frugally you can for they seem to us to be much more then they ought. 23: We said in the month of November a short notice That the accompts Margin Notes: The Company to be acquainted if they are dissatis[...] Quilts sent from Bombay carried home Sent back heither An inquiry into the store accompts from y. 25 of June to y. 25 Septemb.r	consultation book. Had the entry been made for the other months up to the time the Company's ships left the island, the Court might have seen how much more had been supplied in the same manner, and whether in the like proportion as to some of the particulars. The Court observed that the plantation house had not £9 0s 0d value in the same time. The Council was to explain this, and to curtail these expenses as far as it frugally could, for they seemed to the Court much more than they ought to be. 23: The Court found in the month of November a short notice that the Interpretations The tea direction converted the failed entitlement of the previous paragraph into an itemised manifest: two chests of one hundred cattee pots per China ship, divided between Singlo, the staple green tea, and Bohea, the soldiers' black, so the stowage excuse could never recur because the island's allotment travelled packed for delivery. The pecull a year allowed the soldiers, about one hundred and thirty-three pounds of tea for the garrison, was accepted on the bench's health argument, while the closing balance, no want but no waste, restates the Court's standing arithmetic on arrack and every other consumable since the leakage inquiries of 1714. The Union Castle entry exposed the cost of the governor's establishment to quarterly measurement: £454 0s 0d of storehouse goods consumed at the castle between 25 June and 25 September, against under £9 0s 0d at the plantation house, a disproportion of fifty to one between the two tables of the establishment. The Court's complaint that the entries stopped after one quarter shows the consultation book disclosing just enough to incriminate and too little to audit, and the demand for the missing months applied the table-list discipline first imposed under threat of the governor's gratuity in the <i>Princess Amelia</i> letter. The quilts returned from Bombay illustrate the stowage problem in the opposite direction from the tea: goods for the island buried under a homeward cargo simply carried on to England and waited a season for the next outward ship, a year's delay built into careless lading. Speculations The Court's careful gloss, that Union Castle meant as it understood the governor and council, suggests the consultation book had begun charging the senior consumption to the building rather than the persons, an anonymising entry the Court declined to accept. Naming the castle's diners had been the point of the table list since Boucher boarded his guests at the Company's charge, and the gloss served notice that the new bookkeeping fashion would not obscure the old question of who ate the £454 0s 0d.
85	80	By the Ship Hartford is not done the blame will lye at your door and particularly the Governours. Thirdly Touching our servants Civill or Military, The Accompts of S.t Helena in Generall And Also Concerning our Slaves Cattle Lands and Revenue. 26: We have found for some Years past the little care that has been taken of our Plantation House and the severall branches included in the care of the Overseer of the Plantations, This trust has been ever since M.rs Mashbornes time committed to one or other of the Planters, and we have felt the Effect of it, but far from pleasing us, we have therefore resolved to send out M.r Edw.d Byfeld who has been some Years on the Island and gives us Reason to hope he does tollerably well understand them, and great assurances that he will do his utmost to look after & improve them, To encourage him so to do, we have entertaind him at the Sallary of sixty five pounds a year, and thirty Pounds Gratuity if he shall be found by his deligence & activity in improving them to	If this was not done, the blame would lie at the Council's door, and particularly the governor's. The third head concerned the Company's servants, civil and military, the accompts of St Helena in general, and also the Company's slaves, cattle, lands and revenue. 26: The Court had found, for some years past, how little care was taken of the plantation house and the several branches included in the charge of the overseer of the plantations. Ever since Mr Mashborne's time that trust had been committed to one or other of the planters, and the Court had felt the effect of it, far from pleasing. It had therefore resolved to send out Mr Edward Byfield, who had been some years on the island, gave the Court reason to hope he understood the plantations tolerably well, and gave great assurances that he would do his utmost to look after and improve them. To encourage him to do so the Court engaged him at a salary of £65 0s 0d a year, with £30 0s 0d gratuity if he was found by his diligence and activity in improving them to deserve it. The Council was to take care to see

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		deserve it, You must take care to see he do so, and let us know how he manages, we have appointed him to be third in Councill and he is to take Place accordingly, we have advanced him sixty five Pounds the better to fit him out with his wife and Child, do you take care to receive it by deducting it out of his growing salary. 27: In his Proposals to us he assured us he would Undertake to raise sufficient live provisions of Cattle & Poultry & Yams from our Plantations to supply the Generall Table that Margin Notes: Concerning Plantations M.r Byfield chief overseer M.r Byfields proposals to y. Company	that he did so, and to let the Court know how he managed. The Court appointed him third in council, and he was to take his place accordingly. It advanced him £65 0s 0d the better to fit him out with his wife and child, and the Council was to take care to receive it by deducting it out of his growing salary. 27: In his proposals to the Court he assured it that he would undertake to raise sufficient live provisions of cattle, poultry and yams from the Company's plantations to supply the general table Interpretations The Byfield appointment restored the overseer of the plantations as a salaried council office on the exact terms of the 1713 establishment, £65 0s 0d and £30 0s 0d conditional, ending the makeshift by which the trust had passed among the planters since Mr Mashborne's death on 31 March 1715. The Court's verdict on that makeshift, effects felt and far from pleasing, gathers up the whole record of the interval: the plantations reported run worse than before at paragraph 68 of the despatch of 22 February 1716, the Jesey bills at Hutt's, and the overseer Jesey himself living on the Company under pretence of service. The recruitment shows the Court's preferred profile for island office, a man of some years' residence whose local knowledge was proven, engaged in London where his proposals could be examined and his advance secured against his growing salary, the standard recovery mechanism for outfit money since the advances to Mashborne and Tovey recorded in the despatch of 5 March 1713. His seat as third in council restored the overseer's portfolio to the bench itself, where the monthly plantation accounts ordered in the <i>Craggs</i> instructions would pass under his own signature. Speculations Mr Byfield's proposals, opening with an undertaking to feed the general table from the plantations, addressed precisely the disproportion the Court had just exposed in the Union Castle entry, where the castle consumed £454 0s 0d from the storehouse in a quarter while the plantation contributed almost nothing. An overseer who could make the table self-supplying from Company ground attacked the largest controllable expense on the island, which is probably why his proposals earned him not merely the post but a council seat.
86	83	Capt.n Francis Nelly Commander that none need be bought from the Planters and a surplus for the shipping or he would desire nothing for his pains, That he knew our Plantations were the best on the Island and greatly improvable, and Understands the nature of raising the Yams and a sufficient Quantity of suckers, and taking care to weed water and lock well after them and the blacks to see they do their duty and are kept close to their Buisness we mention it here for your information and taking care he makes good his promises. 28: We find that since M.r Haswells death M.r Tovey has undertook the Accompts these to 171[...] are at last sent home, the Observati[...] that our Accomptants shall make thereon you will receive from them or one of them when Approved by the Committe, But it appea[...] by the consultations that though the Gov.r hath frequently remi= ded and prest him to forward these of 1717 which as appears by the Consultation of the 4th of march he had promised should be ready for the Last of the Summer shipping, Yet by the testimony of M.r Alexander and M.r Goodwin if the Entry in Consultation of the 26 of May be truth, there is very little done in them, we have a Letter from him dated y.e 17 of Aprill owning they are not brought up, but he lays the blame on his Assistants being taken from him, his own indisposition, and the many faults in the Accompts when he first undertook them, what stress ought to be laid on these Suggestions we cant be sure here, we find him rarely at Councill, and have Reason to fear he hath not heartily applied himself to the	Mr Byfield's proposals assured the Court that he would raise from the plantations enough live provisions of cattle, poultry and yams to supply the general table, so that none need be bought from the planters, with a surplus for the shipping, or he would desire nothing for his pains. He said he knew the Company's plantations were the best on the island and greatly improvable, and that he understood the nature of raising the yams, with a sufficient quantity of suckers, and of taking care to weed, water and look well after them, and after the blacks, to see they did their duty and were kept close to their business. The Court mentioned this for the Council's information, and so that it took care he made good his promises. 28: The Court found that since Mr Haswell's death Mr Tovey had undertaken the accompts, and that those to 1717 were at last sent home. The observations the Court's accomptants would make on them the Council would receive from them, or one of them, when approved by the committee. By the consultations, however, it appeared that although the governor had frequently reminded and pressed him to forward those of 1717, which, as appeared by the consultation of 4 March, he had promised would be ready for the last of the summer shipping, yet by the testimony of Mr Alexander and Mr Goodwin, if the entry in the consultation of 26 May was truth, very little was done in them. The Court had a letter from him dated 17 April owning that they were not brought up, but he laid the

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		Buisness, wherefore we say let him have no Gratuity till our furthur Orders, he dont deserve somuch Margin Notes: Gov.r Pyke blamed Relating to Transfers M.r Toveys Excuses for the backwardness of the books How to be dealt with To take care the storekeeper dos do his duty How he is to be dealt with	blame on his assistants being taken from him, on his own ill health and on the many faults in the accompts when he first undertook them. What stress ought to be laid on these excuses the Court could not be sure of in London. It found him rarely at council, and had reason to fear he had not heartily applied himself to the business. The Court therefore directed that he have no gratuity until its further orders, for he did not deserve so much Interpretations The paragraph records the death of Mr Haswell, the bookkeeper and accountant of the 1713 establishment, whose office under the Pyke government had drawn the Court's longest run of censures, and the passing of the accompts to Mr Tovey, the new establishment's accomptant. The succession carried the curse of the office with it: Tovey's promises tracked by consultation date, his completion pledged for the summer shipping at the consultation of 4 March, and his default proved from the bench's own book by the testimony of Mr Alexander and Mr Goodwin on 26 May, exactly the method by which the Court had convicted Mr Hancock from the consultations of 1715 and 1716. The sanction applied, no gratuity until further orders, executed the fair warning the <i>Craggs</i> instructions had given the accomptant by name, after two years of pardons were declared spent. Tovey's £30 0s 0d conditional gratuity stood forfeit on the evidence, while the Court's admitted uncertainty about his excuses, the assistants withdrawn, his ill health and the faults inherited in the books, shows the conditional system's design: London did not need to disprove the excuses, because the gratuity was payable on desert proved, not withheld on fault proved. Speculations Tovey's plea that the accompts were full of faults when he first undertook them was probably true, since he inherited the books from Haswell's office with arrears stretching back through the fair-and-foul discrepancies and the eight-month gaps the Court had documented since 1716. The Court's refusal to weigh the plea, coupled with the despatch of the accompts to 1717 for its own accomptants' examination, suggests it intended to settle the question from the books themselves rather than from any officer's account of them.
87	84	By the Ship Hartford somuch as the salary and ought to be turned a Drift, but we will not proceed so far at present, in expectation he may mend and prove what his Letter says, That he could if in health do all the writing work in two months, were but the store Goods collected which are not yet begun, Do you take care the storekeeper doth his part, or else let him bear the blame, suspend, fine or remove him as he deserves, if he will not diligently perform his duty and put in one who will do better, For our Accompts we must have annually, not only the Generall Books, but these in this Letter required, and the Accomptant ought not to have it to say he cant have the store Books brought up for him to carry them into the Generall Books. 29: We find M.r John Goodwin was appointed to succeed M.r Bazett as storekeeper if he behaves himself commendably we shall willing ly confer him in that station and we hope he will so, If he doth not let him know we will have another, and we hope a better, we expect he do deliver into Councill a monthly accompt of the stors as before mentiond and that the secretary do enter it in Consultation And that this be a standing Rule for both Their Successors. 30: About drawing Bills and suffring Transfers we gave directions of last year and expect they be strictly obey'd, we send you year ly a ship from hence with a Cargo sometimes more sometimes less but Generally near three Thousand Pounds value if not larger considering the charge of Deviation, we Supply you from India with	Mr Tovey did not deserve so much as the salary, and ought to be turned adrift, but the Court would not proceed so far at present, in the expectation that he might mend and prove what his letter said: that he could, if in health, do all the writing work in two months were the store goods only collected, which was not yet begun. The Council was to take care the storekeeper did his part, or else let him bear the blame, and to suspend, fine or remove him as he deserved if he would not diligently perform his duty, putting in one who would do better. For the accompts the Court had to have annually not only the general books but those required in this letter, and the accomptant ought not to be able to say he could not have the store books brought up for him to carry them into the general books. 29: The Court found that Mr John Goodwin was appointed to succeed Mr Bazett as storekeeper. If he behaved commendably the Court would willingly confirm him in that station, and hoped he would do so. If he did not, he was to know the Court would have another, and it hoped a better. The Court expected him to deliver into council a monthly accompt of the stores, as before mentioned, and the secretary to enter it in consultation, and this was to be a standing rule for both their successors. 30: About the drawing of bills and the allowing of transfers, the Court gave directions last year and expected them to be strictly obeyed. The Court sent yearly a ship from England with a cargo sometimes

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		stores and Goods altogether to a consider =able amount annually, all which is dead stock in Event Margin Notes: Cap.tn Goodwin confermd store keeper what is expected from him About drawing of Bills or Suffring Transfers	more, sometimes less, but generally near £3,000 0s 0d in value, if not larger considering the charge of the diversion, and it supplied the island from India with stores and goods altogether to a considerable amount annually, all of which was dead stock in the event Interpretations The accounting chain laid bare in the close of paragraph 28 explains why the island's books never closed: the general books could only be written up from the store books, the store books waited on the physical collection of the store goods, and each officer's arrears sheltered behind the next man's. The Court's remedy assigned the links severally, the storekeeper answerable for collection on pain of suspension, fine or removal by the bench itself, so the accomptant's standing excuse was abolished by making its subject matter another officer's punishable default. The conditional confirmation of Mr Goodwin, with the threat of another and a better in the same breath as the hope, applied to the storekeeper's office the probationary form the Court now used for every appointment, and the standing rule attached, a monthly stores accompt delivered into council and entered by the secretary, bound not only Goodwin but both their successors, converting a personnel change into permanent procedure in the manner of the records-handover rule of the <i>Princess Amelia</i> letter. The succession itself completes the clearance of the 1713 establishment: Mr Bazett, storekeeper since 5 March 1713 and second of council under the new government, was gone from the stores within a year of his promotion, following Haswell's death and Pyke's transfer, so of the bench the Court had so carefully reconstructed in 1719, only Tovey and Alexander remained in their stations. Speculations The annual cargo valued near £3,000 0s 0d, with the charge of diversion reckoned on top, restates the measure the Court had used since the <i>Society's</i> £3,138 1s 0d lading of 26 March 1680, and its description as dead stock in the event introduces the argument the paragraph is building: capital sunk yearly into the island earned its return only through the revenues and economies the bills and transfer discipline protected, so every irregular bill drawn on London was a charge on a station that already ran at a loss.
88	85	Captn Francis Nelly Commander Event, For we have nothing from St Helena but provisions for our Returning Ships for which they pay, and yet to have Bills drawn on us continually is what we cannot we will not bear, you have some additions to those such as Customs on Goods, Rent of Lands let out, Duty on commoning Head money for the Blacks &Ca surely with good husbandry no Bills ought to be drawn on us on the contrary Bills should be drawn payable to us as formerly But instead thereof from May 1718 to May 1719 we have paid your Bills on us for above four Thousand six Hundred Pounds we have supplied you with slaves in abundance, so that there is no good Reason to pretend you are forced to hire them, of which in a following Paragraph./ 31: We find in Mr Tovys said Letter he says Mr John Lacy Posts a great deal of the Transfers as they are Entered in the Journall This implys That there are many of them which we cant see any good ground for, we have supply'd you with Fanams Copper money and notes for larger and smaller Sums that there might be less occasion for Transfers of Small matters, or making Entry's in the Store Books for triviall parcells of retailed Goods, The Fraudulent Transfers suffer'd in our Books, whereby we have been saddled with other Peoples bad Debts we have complain'd of and forbid and renewed our Prohibition last year in part[a] which we expect be strictly and constantly complied with./	The despatch continued under the bills and transfers head. The Court declared the yearly cargo from London and the supplies from India to be dead stock in the outcome, since it received nothing from St Helena except provisions for its homeward ships, and the ships paid for those. To have bills drawn on the Court continually on top of that was something it could not and would not bear. The island now had additional revenues beyond the stores: customs on goods, rent of lands let out, duty on the commons and head money for the blacks. With good management no bills ought to be drawn on the Court at all; on the contrary, bills should be drawn payable to the Court as in former times. Instead, from May 1718 to May 1719 the Court paid the bench's bills for above £4,600 0s 0d. The Court had supplied slaves in abundance, so there was no good reason to claim the bench was forced to hire them. A later paragraph dealt with that subject. 31: The Court found in Mr Tovey's letter a statement that Mr John Lacy posted a great deal of the transfers as they were entered in the journal. This implied that many transfers existed for which the Court could see no good ground. Fanams, copper money and notes for larger and smaller sums had been supplied so that there might be less occasion for transfers of small matters, or for entries in the store books for trivial parcels of retailed goods. The fraudulent transfers allowed into the Company's books had saddled the Court with other people's bad

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		32: It hath been confidently reported here, That the late Governour Pyke (notwithstanding what we took notice of in that Par[t] of his stoping any Transfers to be thence forward made unless by order of Consultation) has quarrelled with the Accomptant or storekeeper Margin Notes: about Transfers	debts. The Court had complained of and forbidden the practice, and renewed the prohibition in a paragraph of last year's letter. Strict and constant compliance was expected. 32: Reports in London stated confidently that the late Governor Pyke had quarrelled with the accountant or storekeeper, despite what the Court had noted in the paragraph about his stopping all transfers unless made by order of consultation. Interpretations The figure of £4,600 0s 0d paid on the bench's bills between May 1718 and May 1719 reverses the intended direction of the island's finances. A bill drawn on the Court obliged London to pay cash to the bill's holder, so every bill converted island expenditure into a direct charge on the Company's treasury. The Court's demand that bills be drawn payable to the Court instead describes the older pattern, in which visiting commanders bought provisions and gave bills on their owners that London could collect. The complaint therefore measures the island's drift from a self-funding station to a net drain, against the standing yearly benchmark of a London cargo worth near £3,000 0s 0d. The list of customs on goods, land rents, commons duty and head money for the blacks sets out the island's own revenue base as the Court understood it. Head money was a per-head charge on slaves held by the inhabitants, and the commons duty fell on cattle grazed on the unallotted Company land. The argument is fiscal: an establishment with four distinct revenue streams should cover its costs locally rather than draw on London. A transfer in this context was a bookkeeping reassignment of debt or credit from one person's account to another in the Company's books. The Court had long treated the practice as the principal channel of fraud at the stores, since a solvent debtor's obligation could be shifted onto an insolvent one and the Company left with the loss. The prohibition renewed in last year's letter confined all transfers to formal orders of consultation, with the storekeeper's or accountant's salary stopped for breach. The remark that fanams, copper money and notes were supplied to reduce small transfers connects the currency programme to the accounting problem. The three-tier coin supply and the paper notes, introduced from 5 March 1713 and enlarged since, were intended to let small retail purchases settle in ready money, so that the store books would not fill with trivial credit entries open to later manipulation. Mr John Lacy appears as the clerk actually posting transfers into the journal, a name not previously recorded in the island establishment. Posting was the bookkeeper's act of carrying entries from the daily record into the formal journal, so the statement locates responsibility for the volume of transfers at a specific clerical hand below the accountant. Speculations The Court's reasoning from Tovey's letter runs by inference rather than evidence: a large volume of posted transfers is itself treated as proof that many lack good ground. This shifts the burden onto the island officers to justify each entry, which suits a tribunal in London that could audit only the books and never the underlying transactions. The pointed contrast in paragraph 32 between Pyke's own rule on transfers and his reported quarrel with the accountant or storekeeper suggests the Court was testing intelligence received from private correspondents against the official record. Reports reaching London independently of the consultation books had repeatedly exposed the bench before, and the Court here signals that the same channel remained open after Pyke's removal to Fort Marlborough.

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89	86	By the Ship Hartford storekeeper because he or they would not privately make sums he desired, we take notice of it here for your Caution, and to tell you all we will never suffer such a thing when ever we know it and do expect the like will never be again attempted we appoint a Councill for this among other Reasons, That every one of them may give their oppinions in what ever comes before them, and though the majority of Votes is to determine the Rest yet if any one cant agree with them in opinion he shall have Liberty to dissent and enter down such dissent in Consultation with his Reasons for us to judge of, and the others may if they please enter their Reasons for the question or matter in debate they have carryed, In a word we will have no one or more brow beat or intimidated for differing in opinion which honest men sometimes do, we will judge who are in the wrong or right and regard them accordingly 33: Though we give this Liberty to each member of the Councill when mett in Consultation yet in the absence of the Councill we expect the Governour will take upon him to inquire of every one of them what progress they make in the affairs of ours committed to their Mannagement in the vacancys of Consultations,^o and where he finds any negligent to exhort them to do better, If that will not do represent it to the Board at their next meeting for their further orders therein to prevent the Like in future; we require that at least one Consultation be holden every week and not delays as appears to us has been at sometimes for 14 or 20 days togeather, That every month the Accomptant bring in to Margin Notes: Gov.r Pyke blamed about making private Transfers if Storekeep or accomptant Refuse to Doe Each of the Councill may Dissent entering the reasons for their Dissenting The Gov.r in vacancy of Consultations to [...] mannagements A Consultation every week a day to be appoind every month for the Accomptant to bring in his books to see in what forwardness the books are	The continuation completed the report on Governor Pyke's quarrel. He had fallen out with the accountant or storekeeper because he or they would not privately make sums he desired. The Court took notice of it here for the bench's caution, and to tell all the members that it would never tolerate such a thing whenever it came to know of it. The Court expected the like would never again be attempted. A council was appointed for this among other reasons, so that every member could give his opinion on whatever came before the board. Although the majority of votes determined the result, any member who could not agree in opinion had liberty to dissent and to enter that dissent in consultation with his reasons, for the Court to judge. The others might if they pleased enter their reasons for the question or matter in debate they had carried. In a word, the Court would have no member browbeaten or intimidated for differing in opinion, which honest men sometimes did. The Court would judge who was in the wrong or right and regard them accordingly. 33: The Court gave this liberty to each member of the council when met in consultation, yet in the absence of the council it expected the Governor to take it upon himself to enquire of every member what progress he made in the affairs of the Company committed to his management in the intervals between consultations. Where the Governor found anyone negligent, he was to urge him to do better. If that did not serve, he was to put the matter to the board at their next meeting for their further orders to prevent the like in future. The Court required that at least one consultation be held every week. Gaps of 14 or 20 days together had appeared at times, which the Court would not allow. Every month the accountant was to bring in Interpretations The disclosure that the quarrel arose because the accountant or storekeeper would not privately make sums the Governor desired identifies attempted off-book accounting at the head of the establishment. A sum made privately would bypass the consultation entries that gave London its only audit trail, so the officers' refusal was an act of compliance with the standing transfer prohibition against pressure from the Governor himself. The Court's response protects the refusers rather than the office: by declaring it would never tolerate such a thing, it converts subordinate resistance to a superior into approved conduct. The passage on dissent sets out the constitutional theory of the council in unusually plain terms. Recorded dissent with reasons was not a courtesy but an evidence mechanism: the entry in the consultation book gave London the material to judge between the majority and the dissenter, and the promise to regard members accordingly tied individual career prospects to honest disagreement. The provision that the majority might also enter their reasons made the book a record of argument on both sides rather than a bare register of results. Paragraph 33 fills the gap between weekly sittings by making the Governor a standing inspector of his colleagues' departments, with a graduated procedure of private exhortation first and reference to the board second. The arrangement preserves collective authority, since the Governor's personal power ends at exhortation and any sanction belongs to the council, while still fixing responsibility for continuous oversight on a single named office. The weekly consultation requirement restated here dates from the orders of 5 March 1713, which demanded weekly sittings or oftener with entries of all debates and reasons. The complaint about intervals of 14 or 20 days shows the Court measuring the new Johnson establishment against the same procedural yardstick that had condemned the Boucher council, whose book had sometimes shown no sitting for five or six weeks. Speculations

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			The Court's care to address the browbeating point to the whole bench, immediately after censuring a Governor already removed to Fort Marlborough, suggests the rebuke was aimed forward at Governor Johnson's council rather than backward at Pyke. Publishing the principle in the general letter, which every member read and signed, armed each councillor with the Court's own words against any future attempt at intimidation. The choice to route the Governor's findings of negligence to the board for further orders, rather than allowing him to discipline directly, manages a specific risk the Pyke years had exposed. A Governor who could punish colleagues alone had used that power despotically in the <i>Eagle Galley</i> affair condemned on 14 March 1715, so the procedure here deliberately separates detection, which is the Governor's duty, from sanction, which remains collective.
90	87	Capt'n Francis Nelly Commander Councill on a stated day to be fixed our accompts under his care to show what forwardness they are in, and a short Mem^orandum or notice in Consultation entered how far they are brought up, and if he be found Negligent reprimand him That the Storekeeper Steward Overseer of the Plantations Gunner and all others who have any charge of ours to Accompt for do also bring in their monthly accompts, That those Accompts be entered in Consultation as we find of late The Gunners has constantly been, That the Secretary do keep up the Consultati[ons] and Duplicates thereof to be signed weekly and sent us by our Shipping, That the Transfers be read in Councill monthly or oftener if you see fit; That the Accompt of Customs Rents and Revenues be produced and perused in Councill as often as you shall judge necessary, the Customs are only in time of Shipping and therefore should be at those frequently Ex^o = amined, The Rents and Revenues at least twice a year, or within one month after the time when due [...] those Accomps be sent us Yearly, which hath been of late neglected, But if it be again let those whose business it is to make them ready be Expelled our Service, If any one has more upon him than he can possibly dispatch appoint others to assist him in such an Exigency, of which you the Councill will be able equitably to judge./ 34: We have received the List of the familys their Blacks Cattle and Quantities of Land they hold whether Free or by Lease, Dont fail to send the like Yearly, This leads to take notice of our Slaves, The Planters who hold the greatest quantity Margin Notes: All officers who have any charge to do the same The secretary to keep up the Consul-tations to be signed weekly The Transfers to be read in Consultation monthly or oftener Customs frequently to be examined Rents & Revenues twice a year To Give assistance as the Govr and Councill think Proper Relating to Slaves	The continuation completed the monthly accounting order. The accountant was to bring into council on a stated fixed day the Company's accounts under his care, to show what forwardness they were in, with a short memorandum or notice entered in consultation recording how far they were brought up. If he was found negligent the council was to reprimand him. The storekeeper, steward, overseer of the plantations, gunner and all others who held any charge of the Company's property to account for were also to bring in their monthly accounts. Those accounts were to be entered in consultation, as the gunner's had constantly been of late. The secretary was to keep up the consultations, with duplicates signed weekly and sent to the Court by the Company's shipping. The transfers were to be read in council monthly, or oftener if the bench saw fit. The account of customs, rents and revenues was to be produced and examined in council as often as the bench judged necessary. The customs arose only when shipping was in port and should therefore be examined frequently at those times. The rents and revenues were to be examined at least twice a year, or within one month after falling due. These accounts were to be sent to the Court yearly, a duty neglected of late. If neglect happened again, those whose business it was to make the accounts ready were to be expelled from the Company's service. If any officer had more upon him than he could possibly dispatch, the bench was to appoint others to assist him in such an emergency, of which the council would be able to judge fairly. 34: The Court received the list of the families with their blacks, cattle and quantities of land held, whether freehold or by lease. The bench was not to fail to send the like yearly. This led the Court to take notice of its slaves. The planters who held the greatest quantity Interpretations The order sorts the island's revenues by their natural audit rhythm rather than imposing one uniform cycle. Customs fell due only when ships lay in the road, so inspection was tied to shipping seasons; rents and land revenues followed fixed terms, so a half-yearly check within a month of the due date sufficed. The design shows the Court adapting its control machinery to the cash flow of each revenue stream instead of treating the island's income as a single fund. Expulsion from the service for a repeated failure to ready the yearly accounts is the heaviest sanction in the graduated scale built up since the despatch of 13 March 1719, which had warned the accountant that a third yearly default would forfeit salary, gratuity and diet. By extending the threat to all those whose business it was to make the accounts ready, the Court spread liability beyond Mr Tovey to every officer in the chain, closing the defence of blaming withdrawn assistants that Tovey had used in his letter of 17 April.

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			The companion provision for appointing assistants in an emergency removes the other standing excuse. Once the council itself could judge whether an officer was genuinely overloaded and add help, a plea of too much business ceased to be a matter for London and became a question the bench was equipped and obliged to settle on the spot. The singling out of the gunner's accounts as the one series constantly entered of late reflects the long audit history of that office. Powder and salute expenditure had been a recurring abuse, from the 1,300 guns reported in 1683 to the forensic audit of 1710 to 1713, and the monthly gunner's account imposed since had evidently taken hold while the civil accounts lagged. The annual list of families with their blacks, cattle and land, freehold and leasehold, served as the island's combined census, muster and rent roll. The Court used it to test the militia obligation attached to acreage, to track the slave population against the import covenants and to verify the revenue from rents, which explains the insistence that it come every year without fail. Speculations The requirement for a short memorandum in consultation on how far the accounts were brought up converts progress itself into an auditable fact. London could not inspect unfinished books, but it could read a dated entry stating their condition, so any later claim that arrears had accumulated unnoticed would stand contradicted by the bench's own record. The device answers the precise failure of the Haswell years, when the fair and foul books disagreed and the Court learned of the arrears only after they had grown beyond recovery. The monthly reading of transfers in full council extends the consultation-only rule from authorisation to review. A transfer could be slipped past a single sitting, but a standing monthly rehearsal of the whole series meant every councillor repeatedly saw the cumulative pattern, and silence at the reading would implicate the silent member under the personal accountability rule the Court had laid down on 14 March 1715.
21	88	By the Ship Hartford of Land do their business with a very few Slaves in com= =parison of ours, Mr Powell who hath 273 Acres much the greatest quantity of any one man on the Island has but 16, others have but 14, 12, 11, 10, and some under these are some of them women and children, And the Planters can and do let out part of their Slaves to Us to hire, For we find 40, such at the Fortifications, and 15 more at the stone= works, By the List entered of our Slaves which appears to be carefully and exactly done as it enumerates where they Sever= ally are and how employed, what their names ages and discriptions are, whether good indifferent or bad, we find you have 203, of ours and yet it is there mention'd you want 60 more, this greatly surprizes Us, That other People can do so much upon the Island with a few hands, and you who have so many cant equall them; all the Blacks on the Island besides ours are but 411 children included if the List be true, and you have very near half as many, your Allegation as to the womens being often childing and subject to feminine illness o[r] it not hold equally to the Planters also in the like pro[r] =portion can their Blacks be better then ours, when you have the Liberty to chose first for Us the best out of all the Ships who bring them, If you are but as carefull for Us as you ought If your Consultations are to be credited, the Late Governour Mr Pykes are the best in the whole Island, how they should come to be better then ours is very strange, It seems there are handicrafts among them, why have not we the same, they must learn on the Island, could not ours be as well taught as they	The continuation completed the comparison of slave holdings. The planters who held the greatest quantity of land did their business with very few slaves compared with the Company's. Mr Powell, who held 273 acres, much the greatest quantity of any one man on the island, had but 16. Others had but 14, 12, 11 or 10, and some under these figures, with some of them women and children. The planters could and did let out part of their slaves to the Company for hire, for the Court found 40 hired at the fortifications and 15 more at the stone works. The list entered of the Company's slaves appeared carefully and exactly done, since it enumerated where they severally were and how employed, with their names, ages and descriptions, and whether good, indifferent or bad. The Court found the bench held 203 Company slaves, yet the list mentioned a want of 60 more. This greatly surprised the Court: other people could do so much upon the island with a few hands, while the bench with so many could not equal them. All the blacks on the island besides the Company's came to but 411, children included, if the list was true, and the bench held very near half as many. The bench's allegation about the women often being with child and subject to female illness did not hold, since it applied equally to the planters. Nor in the like proportion could their blacks be better than the Company's, when the bench had liberty to choose first for the Company the best out of all the ships that brought them, if the bench was as careful for the Company as it ought to be. If the consultations were to be credited, the late Governor Mr Pyke's words covered the whole island, and how the planters' slaves should come to be better than the Company's was very strange. There seemed to be

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			handicraftsmen among them. The Court asked why the Company had not the same. They must have learned on the island, so why could the Company's slaves not be as well taught as they Interpretations The numbers turn the slave list into an efficiency audit. The Company held 203 slaves against a total private holding of 411 across all the planters, so the establishment commanded nearly a third of the island's entire labour force, yet still hired 55 more from the planters for the fortifications and stone works and claimed to want 60 beyond that. The Court's arithmetic exposes the contradiction at the heart of the indent: an employer with the largest single workforce on the island was simultaneously the planters' best customer for hired labour. Mr Powell's 273 acres worked by 16 slaves stands as the benchmark of private productivity, and the choice of example is pointed. The despatch of 11 March 1717 had already held up his husbandry as the Company's reproach, when with seventeen blacks and 300 acres he raised more cattle and dairy produce than the whole Company establishment, which was forced to buy from him. The same man had kept the private storehouse and moved the resistance to the Company's paper currency, so the Court was measuring its officers against its most troublesome inhabitant. The first-choice argument rests on the Madagascar licensing covenants. Every licensed slave ship owed delivery at the island, and the Governor held the right to select the best of each cargo for the Company before any private sale, backed by a £40 0s 0d a head penalty for short delivery. If the Company's slaves were nonetheless worse than the planters', the selection right was either unused or abused, and the Court treats the quality gap itself as evidence against the officers who exercised the choice. The list's recorded categories, with names, ages, descriptions and a grading of good, indifferent or bad, show the slave register functioning as a valuation and deployment instrument rather than a bare census. The Court had demanded such a list by every shipping since 13 March 1719 as the precondition for any enlarged supply from India, and its praise here for careful and exact enumeration marks one of the few procedural orders the bench had fully performed. Speculations The rebuttal of the childbearing and illness defence by symmetry, that the planters' women were subject to the same, suggests the Court suspected the real difference lay in management rather than demography. The humane management code of 11 March 1717 had ordered correction by overseers only, stated hours, Sunday rest and good feeding precisely because Captain White's testimony showed ill-used slaves doubling in worth once removed from the island, so the Court had its own prior evidence that the Company's regime depressed the value of its hands. The closing question about handicraftsmen connects to the standing order, in force since 5 March 1713, that Mr Cleve the carpenter train docile blacks in joinery and carpentry with his gratuity contingent on producing competent workmen. Skilled slaves visible in planter households but absent from the Company's list implied that scheme had failed or been neglected, and the Court's phrasing, that they must have learned on the island, strips away any excuse that training was impossible there.
92	89	Capt'n Francis Nelly Commander Do but coolly consider this as we lay it together from your own showing, and tell Us whether you can think their Management should please Us, at Perkins Plantation you have as many as Mr Powell has, and at the Peake more, Do both these equall the quantity of Land Powell has, and	The continuation pressed the comparison home. The bench was to consider the matter coolly as the Court laid it together from the bench's own showing, and to say whether such management could please the Company. At Perkins plantation the bench had as many slaves as Mr Powell, and at the Peake more. Both those holdings

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		yet you write you want eight more at each, Doth this show good husbandry for Us, we might instance in the others likewise./ 35: Whether Mr Pyke has sold you his or what part of them, and at what price does not yet appear, so that we cant make any Judgment But as the Consultation entry seems to pave the way for putting them upon Us, in case it should happen as he expected that he should have leave to go to the West Coast we apprehend they will be put upon Us, If at very moderate prices we shall be the less uneasy, though we must tell you, and you should have considered it that you were to expect a further large supply, You were advised by the <i>Amelia</i> of the Madagascar ships, what each was to bring, among others The <i>Elizabeth</i> of Liverpool not then arrived was to bring you Seventeen, we told you of the <i>Mercury</i> and <i>Clevelands</i> having our Leave also, and bid you take the number they offered and to persue their Licences not then settled by them to see the number was right, The <i>Mercury</i> was to deliver you Sixteen The <i>Cleveland</i> fourteen and a Boy all these make forty eight, so that we hope to hear no more of your want of Blacks for one while, and yet you may expect a Recruit when ever we shall see fitt to grant more Licences for Madagascar, we observe the directions entered the 3 of march how to choose the best./ Margin Notes: Relating to Govr Pyke his Blacks	equalled the quantity of land Powell held, yet the bench wrote that it wanted eight more at each. The Court asked whether this showed good husbandry on its behalf, and noted it might instance the others likewise. 35: Whether Mr Pyke sold the bench his blacks, or what part of them, and at what prices, did not yet appear, so the Court could make no judgment. The consultation entry seemed to pave the way for putting them upon the Company, in case it happened as Pyke expected that he should have leave to go to the West Coast. The Court apprehended they would be put upon it. If the prices were very moderate it would be the less uneasy, though it had to say the bench should have considered that a further large supply was to be expected. The bench was advised by the <i>Amelia</i> of the Madagascar ships and what each was to bring. Among others the <i>Elizabeth</i> of Liverpool, not then arrived, was to bring seventeen. The Court told the bench of the <i>Mercury</i> and the <i>Cleveland</i> having its leave also, and bade it take the number they offered and to look into their licences, not then settled by them, to see the number was right. The <i>Mercury</i> was to deliver sixteen, the <i>Cleveland</i> fourteen and a boy. All these made forty-eight, so the Court hoped to hear no more of the bench's want of blacks for a while. A further recruit could be expected whenever the Court saw fit to grant more licences for Madagascar. The Court observed the directions entered on 3 March on how to choose the best. Interpretations Paragraph 35 catches a conflict-of-interest transaction in motion. Pyke's private stock of cattle, sheep and hogs at the Company's plantation had drawn censure in the despatch of 11 March 1717, and his slaves now stood to be sold to the very board he had lately headed, with the consultation entry drafted before his expected leave for the West Coast. A superseded Governor selling assets to his own successors could dictate terms, so the Court reserves judgment on price while predicting the sale will be forced through, and converts its acceptance into a conditional one resting on very moderate prices. The schedule of licensed deliveries shows the Madagascar covenant system running as designed. Each licence for the Madagascar trade obliged the holder to deliver a stated number of slaves at St Helena free of charge as the price of the licence, and the Court's advice by the <i>Amelia</i> gave the bench advance notice of each ship's quota: seventeen by the <i>Elizabeth</i> of Liverpool, sixteen by the <i>Mercury</i>, fourteen and a boy by the <i>Cleveland</i>, making forty-eight in all. The instruction to inspect the licences themselves and verify the numbers placed the enforcement of the covenant on the bench at the point of delivery, where short delivery carried the standing penalty of £40 0s 0d a head. The reference to directions of 3 March on how to choose the best invokes the Governor's first-choice right over each licensed cargo. Selection criteria fixed in London, with strong young slaves preferred to the fittest adults under the despatch of 11 March 1717, removed the choice from local discretion and made the quality of the Company's intake auditable against a written standard. Perkins plantation and the Peake appear as named Company plantations whose acreage matched Powell's 273 acres, which let the Court construct an exact like-for-like test. Holdings of equal land carrying equal or greater slave complements, yet each indenting for eight more, gave the Court a controlled comparison that no general plea about the island's conditions could answer. Speculations The timing argument the Court presses, that the bench should have weighed the advised supply of forty-eight before buying Pyke's slaves, suggests it suspected the purchase was less about labour need than about providing Pyke a buyer of last resort. A bench genuinely short of hands would not be faulted for buying early;

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			one that knew a free contractual supply was at sea and still committed Company money to the departing Governor's stock invited the inference that the transaction served the seller. Requiring the bench to check licences not then settled turns the island into a control on London's own licensing office. The Court evidently could not be certain what numbers each licence would finally state when issued, so it ordered the delivery point to verify the count against the document the ship carried, closing a gap between the advice sent by the <i>Amelia</i> and the instruments the masters would present in the road.
23	90	By the Ship Hartford 36: Be sure apply as many of the slaves as possibly you can to the Fortifications and stone works, and breed up a suff= icient number to handicrafts, let us hear no more of hiring any and give us no more cause of Expostulations on these or the like Accounts./ 37: We were not a little surprized to read one Reason urged in the Consultation of the 22 of may as an inducement to buy Mr Pykes Blacks Vizt That if they were sold by outcry the People will only enter Credit to him in the Transfer books and we must pay the money, pray let us know what is meant by this, surely it could not be unless we owed them money and how we should owe them any further than for billeting our Souldiers we cant conceive, unless the furnish Us with Provisions more then the amount of the Goods they have out of our stores and the Labour of their Blacks, and if that be the case have not such as you as were then of the Councill been with the rest very unfaithfull stewards for us, consider= ing withall what large Draughts you have upon Us as aforesaid, But to look forward as we have in our last years Letter directed in the afore recited Para 31 the allowing no Transfers further than therein limited and is this to hire no more of the Planters Blacks and since you tell us you have in our Plantations more then sufficient of Yams, we Expect all these reall or pretended Reasons for Transfers will be at end, however that we may come at a certain knowledge how far we stand indebted, whether the Generall Accompts do or do not come be sure to send us Margin Notes: as many slaves as can be spared to be employed in the Fortifications Consultations of may to be explained concerning Govr Pykes Blacks and Transfers for them	36: The bench was to be sure to apply as many of the slaves as could possibly be spared to the fortifications and stone works, and to breed up a sufficient number to handicrafts. The Court would hear no more of hiring any, and the bench was to give no further cause of complaint on these or the like accounts. 37: The Court was not a little surprised to read one reason urged in the consultation of 22 May as an inducement to buy Mr Pyke's blacks, namely that if they were sold by public auction the people would only enter credit to him in the transfer books and the Court must pay the money. The bench was asked to explain what was meant by this. Surely it could not be so unless the Court owed the inhabitants money, and how the Court should owe them anything beyond the billeting of its soldiers it could not conceive, unless they furnished it with provisions beyond the amount of the goods they took out of the stores and the labour of their blacks. If that was the case, those members of the bench who were then of the council had been, with the rest, very unfaithful stewards of the Company, considering also what large bills they had drawn on the Court as set out before. Looking forward, as the Court had directed in paragraph 31 of last year's letter, no transfers were allowed beyond what was there limited. The aim was to hear no more of hiring the planters' blacks. Since the bench reported that the Company's plantations now held more than sufficient yams, the Court expected all these real or pretended reasons for transfers to be at an end. So that the Court might come to certain knowledge of how far it stood indebted, whether the general accounts did or did not come, the bench was to be sure to send Interpretations The auction objection recorded in the consultation of 22 May reveals how the island's paper economy turned local purchases into London liabilities. Inhabitants bidding at a public sale would pay no cash; each buyer's price would simply be credited to Pyke in the transfer books, and Pyke would then draw the accumulated balance on the Court by bill. A private sale to the Company at least kept the debt visible and the price negotiable, so the bench presented the auction route as the worse of two evils. The Court's alarm fastens on the premise: an auction could only burden London if the inhabitants already stood as net creditors of the Company, a position the Court regarded as impossible for a population that bought from the stores, hired out labour and owed customs and rents. The unfaithful stewards charge converts that accounting premise into personal liability. If the inhabitants were truly the Company's creditors, then the councillors who sat through the years in which that position built up, several of whom still sat under Governor Johnson, had presided over the inversion of the island's finances while drawing above £4,600 0s 0d in bills in a single year. The Court frames the arithmetic so that the bench must either disown the consultation entry or own the stewardship failure. The order to breed up slaves to handicrafts makes training a substitute for the labour market. Hired planter blacks at the fortifications had cost a daily rate the bench itself had inflated, since Mr Bazett carried the council on

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			22 February 1716 to set eighteen pence against the twelve pence offered, so every craftsman raised within the Company's own stock removed both the hire charge and the planter-class leverage over the rate. The closing demand ties the indebtedness question to the documentary machinery. Whether or not the general accounts arrived, some return had to come by which London could fix its true balance with the island, which is the same evidential principle that produced the worn-bill lists and duplicate consultations: the Court would not let the state of its own debt rest on the bench's unverified assertion. Speculations The phrase real or pretended reasons signals that the Court read the yam surplus report as removing the last colourable ground for transfers. Hire of planter labour had been justified by provisioning needs, and provisioning needs by short rations; once the bench itself certified more than sufficient yams on the Company's plantations, any further transfer for hire or victuals would stand as presumptively false on the bench's own evidence, which is why the Court pairs the two statements in one sentence. The repetition of the prohibition by reference to paragraph 31 of last year's letter, rather than by restating its terms, enforces the extract book discipline. A bench that had maintained the ordered abstract of standing rules could turn up the limitation at once; one that had not would be exposed by its own inability to apply the cross-reference, so the citation style itself tested compliance with the order outstanding since 5 March 1713.
94	91	Capt'n Francis Nelly Commander a True Copy examined and attested by the Governour & Council of all the Credits and Debts on the Inhabitants or any other Accompts standing in our Books by the first opportunity after Receipt hereof, and its Duplicate by the next, and do this year= =ly with explanations on what Accompts we come to be indebted 38: We observe the plausible pretext Mr Pyke used for his getting so many Blacks was to reduce the Wages of slaves from 18 to 12 a day, If people here are to be Credited the were to be fed with our Yams and had larger allowances of flesh and fish then our own which seems to us a Reason why they might be the best on the Island if indeed they are so, however with that cause the effect will also cease by our aforesaid orders to hire no more, Therefore we desire our new Governour will not have any for his own acco[t] unless one or two if he thinks fit for his meniall servants, It has been also said Mr Pyke has mannged in the same manner for his live Provisions, which if true is very culpable for we can never allow any of our Covenant servants to deal in Cattle Hogs Goats Sheep or other live Provisions, or to hold any Plan= =tations without which they cant keep such live Provisions all the year long, And this we expect be a standing Rule never to be broken or so much as bent without our particular Per= =mission first obtaind./ 39: We Used sometimes to have the Accompt of Customs and Revenues sent Us, but it hath been of late omitted which we will not long bear as we told you in The Amelias Letter Paragraph. 60. There fore be sure you send it Yearly, That of the rents duty on slaves and for cattle Feeding on our Commoning to ye 25 of March Margin Notes: [...] the Reason alledged by Govr Pyke for having so many Blacks Acco.ts of Customs revenues to be sent Yearly	The continuation completed the order on the accounts of debt. The bench was to send a true copy, examined and attested by the Governor and council, of all the credits and debts on the inhabitants or any other accounts standing in the Company's books, by the first opportunity after receipt of this letter, with its duplicate by the next conveyance. The same was to be done yearly, with explanations of how the Company came to be indebted on any account. 38: The Court observed the plausible pretext Mr Pyke used for getting so many blacks, which was to reduce the wages of slaves from 18d to 12d a day. If people there were to be credited, the hired slaves were fed with the Company's yams and had larger allowances of meat and fish than the Company's own, which seemed to the Court a reason why they might be the best on the island, if indeed they were so. With that cause, however, the effect would also cease under the orders given before to hire no more. The Court therefore desired that the new Governor would not keep any slaves for his own account, except one or two if he thought fit for his household servants. Word had also reached London that Mr Pyke managed in the same manner for his live provisions, which if true was very culpable. The Court could never allow any of its covenant servants to deal in cattle, hogs, goats, sheep or other live provisions, or to hold any plantations, without which they could not keep such live provisions all the year long. This was expected to be a standing rule, never to be broken or so much as bent without the Court's particular permission first obtained. 39: The Court used sometimes to receive the account of customs and revenues, but it had of late been omitted, which the Court would not long bear, as it told the bench in the <i>Amelia's</i> letter at paragraph 60. The bench was therefore to be sure to send it yearly. The account of the rents, the duty on slaves and the charge for cattle feeding on the Company's commons was to run to 25 March Interpretations The wage detail in paragraph 38 completes the history of the slave hire rate. Mr Bazett had carried the council

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			on 22 February 1716 to fix hire at eighteen pence a day against the twelve pence Mr French offered, on the ground that no planter could afford less, and Pyke later justified enlarging the Company's own stock as the means of forcing the rate back down to twelve pence. The Court accepts the logic but turns it into a closure argument: once hiring stopped altogether under the new orders, the rate ceased to matter, and with it every justification built on it. The feeding allegation inverts the expected hierarchy of treatment. Hired planter slaves at the works drew Company yams plus larger allowances of meat and fish than the Company's own hands received, so the establishment was provisioning its rivals' property above its own. The Court links this directly to the quality gap it had pressed earlier: if the planters' blacks were indeed the best on the island, the Company's own ration policy had made them so at its expense, and the despatch of 13 March 1719 had already ordered fallen cattle issued to the heaviest-worked blacks on the slave traders' evidence of poor feeding. The standing rule against covenant servants dealing in livestock or holding plantations extends the council prohibition of 5 March 1713 to the whole salaried establishment. The reasoning is structural rather than moral: a servant could not keep live provisions year round without land, so banning plantations cut off the trade at its root. Every officer with private herds became a seller to the Company's table and the shipping, in direct competition with the planters and with an insider's control of demand, which was precisely the position Pyke had occupied with his private stock at the Company's plantation censured on 11 March 1717. The allowance of one or two household slaves for the new Governor draws the line between service and enterprise. Personal attendance was conceded as appropriate to the office; any holding beyond that scale could only be commercial, so the numerical cap made the distinction enforceable at sight rather than by enquiry into intent. The yearly account ordered to 25 March anchors the island's revenue cycle to Lady Day, the start of the English legal and accounting year. Rents, the head duty on slaves and the commons grazing charge all closed on the same date, which let London set each year's return against the inhabitant list taken at the same season and check one against the other. Speculations The carefully hedged phrasing, if people there are to be credited and if indeed they are so, marks the Court's awareness that its intelligence on the feeding and quality of slaves came from partisan sources on the island. By reasoning conditionally from the bench's own possible truth rather than asserting facts, the Court built a rebuke that stood whichever way the evidence fell: either the reports were true and the management culpable, or they were false and the bench's earlier excuses collapsed. The demand for explanations of how the Company came to be indebted, attached to the attested debt list, anticipates the answer the auction objection of 22 May had implied. The Court already suspected the inhabitants' credits arose from over-generous stores valuations and labour charges passed through the transfer books, so it framed the return to require not just balances but the causal account behind each, making concealment by bare figures impossible.
25	92	By the Ship Hartford And also for fines with Duplicates as you have conveyance That of the Customs to ye same time with the additions to the time of our Last Ships which may be easily done and with a little trouble, send us also Duplicates by the same fleet or next Ships./ 40: You will find in Para 60, of Our Letters of the 21 march 1717 we directed the Duty on all Arrack sent on	The continuation completed the revenue return order. The account was also to cover fines, with duplicates sent by whatever conveyance offered. The customs account was to be made up to the same date, with the additions to the time of the Company's last ships, which could be done easily and with little trouble. Duplicates were to follow by the same fleet or the next ships.

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		Shoar at St Helena should be twelve pence a Gallon, and all other goods five pr cent on their value without exception even for what may be pretended to be Necessarys and expended a shoar, And yet that Letter had been received some months we find the then Governour gave leave (because Captain Tolson paid him a Complement to ask it) to send a Parcell of Dungarees a Shoar to be disposed of Custom free, were he now on the place we should tell him our Minds so as to make him afraid of a second instance of such a Notorious breach of our Orders If ever we hear of such another we will require double dam= =ages from those who suffer it, It is plain to Us that first grant was designed to screen what ever should be sent a Shoar and only applied when a parcell at any time was discovered For the future take care what ever is found run a Shoar without paying our Dutys be seized and confiscated to our Use, and to encourage all People to look out sharp give the Discoverer one third part of all so Confiscated, Give Publick Notice of this our order to all on the Island and to every ship on her first arrivall that none may pretend Ignorance./ Margin Notes: Duty on goods to be paid more [...] then ordinarily here insisted on Publick notice to be given of This	40: The bench would find in paragraph 60 of the Court's letter of 21 March 1717 a direction that the duty on all arrack sent on shore at St Helena should be twelve pence a gallon, and on all other goods 5 per cent of their value without exception, even for what might be claimed as necessities and expended on shore. Yet some months after that letter was received, the Court found that Mr Pyke, then Governor, gave leave to send a parcel of dungarees ashore to be disposed of custom free, because Captain Tolson paid him a compliment in asking it. Were Pyke now on the place, the Court would speak its mind so as to make him afraid of a second instance of such a notorious breach of its orders. If the Court ever heard of another such case, it would require double damages from those who allowed it. The grant was plainly designed to screen whatever should be sent ashore, and was only applied when a parcel at any time was discovered. For the future the bench was to take care that whatever was found run on shore without paying the duties was seized and confiscated to the Company's use. To encourage everyone to keep sharp watch, the discoverer was to receive one third of all goods so confiscated. Public notice of this order was to be given to all on the island and to every ship on her first arrival, so that none could claim ignorance. Interpretations Dungarees were a coarse cotton cloth of Indian manufacture, woven around the western Indian ports and carried home in quantity by the Company's shipping. Cheap, hard wearing and suited to slave and labouring clothing, they were a natural article for a captain's private trade at the island, where the inhabitants needed durable cloth and the stores price could be undercut. A parcel landed custom free thus competed directly with the Company's own retail of cloth through the stores. The informer's third converts enforcement from an official duty into a market. The bench's officers had proved unwilling or unable to police landings, so the Court priced detection at one third of the seized value and opened the reward to everyone on the island, soldiers and planters included. The same despatch's complaint that the customs account had been omitted shows why: revenue that the establishment would not collect could still be protected by inhabitants acting for their own profit. The double damages threat attaches personal liability to future connivance. Those who suffer it, meaning the officers who permit an untaxed landing, would owe the Company twice the loss, so the sanction falls not on the smuggler but on the authority that screens him. This follows the personal accountability rule of 14 March 1715, under which any council member who knew of injury to the Company and did not hinder it answered for it himself. Captain Tolson's compliment names the mechanism of capture: a courtesy or small consideration to the Governor purchased an exemption worth 5 per cent of a cargo parcel. The same captain had sold the bench sixty pieces of blue cloth and coarse chintz in the dealings criticised on 22 February 1716, so the Court was tracing a continued private relationship between a visiting master and the head of the establishment across several years. The order for public notice to every ship on first arrival closes the ignorance defence at the only point it could arise. Masters touching at the island were transient and could plausibly deny knowledge of local duty rules, so proclamation at arrival made every subsequent landing knowingly dutiable and every evasion wilful. Speculations The Court's observation that the exemption was only applied when a parcel was discovered reconstructs how the screen worked in practice. A standing custom-free leave lay dormant in the record and was produced as cover whenever a landing came to light, which means

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			the grant was drafted in advance for retrospective use. The Court's remedy of seizure regardless of any leave strips such paper protections of effect by making the unpaid duty itself, not the absence of permission, the trigger for confiscation. The wistful conditional about Pyke, that the Court would frighten him were he still on the place, acknowledges the practical limit of its discipline once an officer crossed to another presidency. Pyke now served as second of council at Fort Marlborough, outside the St Helena bench's reach, so the Court could only convert his case into a deterrent precedent, with the double damages rule standing in for the punishment it could no longer apply to the man himself.
96	93	Capt'n Francis Nelly Commander 41: In your Consultation of the 26 may you charge the then Chaplain with refusing to do his office at ye Buriall of the dead and other Complaints have often been made, we fear sometimes out of captious= =ness as well as at other times with reason, we hope there will be better harmony for the future, But if any Chaplain shall give you just cause to complain you have the remedy in your own hands and ought to withhold his Gratuity of fifty pounds a year, or any part of it as you shall Judge equitable because that Gratuity is onely conditionall if he shall be found to Deserve it not peremptory to be expected or demanded whether he dos or not./ 42: Send Us yearly by our Shipping by two or three conveyancies a List of the Military and Gunroom Crew, with the pay to each pr month, Also a List of the Governour and Councill with the Salary of each, and a List of all other Persons in our service who have Wages whether by the month or year either constantly or at certain seasons, That we may thereby see what our standing Charges am[joun]t to in these Articles, which ought and we do expect shall be the greatest part of our expence, for we reckon the Plantations will find you with Eatables and the Blacks also their Cloathing as a Letter from St Helena received last year says will not stand in ten Crowns a Year, we think that reckoning is to[o] Large As to Liquors and other Necessarys for your Table they should not amount to a Large Sum, The other remaining annuall expences cannot at Least ought not to be any thing considerable, If we have omitted any large or smaller Article let us know it and what it comes to./ Margin Notes: If the Chaplain do not his duty to stop his Gratuity List of all in pay with their Salarys to be sent yearly	41: The bench's consultation of 26 May charged the then chaplain with refusing to do his office at the burial of the dead, and other complaints had often been made, the Court feared sometimes out of captiousness as well as at other times with reason. The Court hoped there would be better harmony for the future. If any chaplain gave the bench just cause to complain, the remedy lay in its own hands: it ought to withhold his gratuity of £50 0s 0d a year, or any part of it, as it judged fair. That gratuity was only conditional on his being found to deserve it, not a fixed sum to be expected or demanded whether he did or not. 42: The bench was to send yearly by the Company's shipping, by two or three conveyances, a list of the military and gunroom crew with the pay of each per month, also a list of the Governor and council with the salary of each, and a list of all other persons in the Company's service who had wages, whether by the month or year, either constantly or at certain seasons. The Court could thereby see what its standing charges amounted to in these articles, which ought to be, and which it expected would be, the greatest part of its expense. The Court reckoned the plantations would supply the bench with eatables and the blacks also with their clothing, which a letter from St Helena received last year said would not stand in ten crowns a year, though the Court thought that reckoning too low. As to liquors and other necessities for the bench's table, they should not amount to a large sum. The other remaining annual expenses could not, or at least ought not to, be anything considerable. If any large or smaller article had been omitted, the bench was to let the Court know it and what it came to. Interpretations The chaplain charged in the consultation of 26 May was Mr Thomlinson, then in his final period on the island before his transfer to Bengal under the despatch of 13 March 1719. Refusal to bury the dead was the gravest form of clerical default available, since burial was the one office no inhabitant could forgo, yet the Court declines to adjudicate and instead points the bench to the conditional gratuity. The £50 0s 0d gratuity matched the £50 0s 0d salary, so the withholding power put half the chaplain's income at the bench's annual discretion, a control mechanism the Court had applied to its civil officers since 5 March 1713 and here confirms as the standing remedy for the clergy as well. The Court's even-handed aside, that complaints against chaplains came sometimes from captiousness, carries the weight of the island's history. Pyke's irreconcilable animosity to Thomlinson had been condemned on 11 March 1717 as resting on an unproved suspicion, and the bench had driven the chaplain from the Governor's table for months, so the Court signals that the withholding power is a remedy for proved default, not a weapon for the feuds that had consumed the previous establishment. The three lists ordered in paragraph 42 construct a complete payroll return for the island: garrison and gunroom by monthly pay, Governor and council by

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			salary, and every other wage earner whether constant or seasonal. Sent by two or three conveyances, the return gave London a verifiable statement of the standing charge, which the Court expected to be the greatest part of the island's whole expense once the plantations fed the table and clothed the blacks. The cost model the Court sketches rests on the island's recent productive claims. Mr Byfield's appointment as overseer under this same despatch was grounded on his undertaking to feed the general table and the shipping from the plantations or desire nothing for his pains, and the bench's own letter had put the blacks' clothing below ten crowns a year, a figure of £2 10s 0d that even the Court thought incredible. By accepting the bench's projections as the baseline, the Court turned the island's own optimism into the budget against which every future excess would be measured. Speculations The closing invitation to declare any omitted article, large or smaller, reverses the usual direction of the audit. Instead of London discovering hidden charges after the fact, the bench was required to complete the Court's own expense model in advance, so that any cost later appearing outside the declared heads would stand as concealment by the bench's own prior certificate rather than as an oversight. The choice to route chaplain discipline through money rather than suspension reflects the island's dependence on a single clergyman. Suspending the only minister would halt baptisms, marriages and burials for the whole population, a self-inflicted wound the bench could not afford, whereas docking a conditional gratuity punished the man without interrupting the offices, and kept the sanction reversible year by year as his conduct changed.
97	94	By the Ship Hartford 43: We find a good order in Consultation to prevent souldiers going to dangerous places for salt and running the hazards Thomas Bryan did who was broke all in Peices by his fall= =ing from the tops of the Rocks, we hope you will take care to extend it to our Blacks also./ 44: In your Consultations of ye 12 march notice is taken of Humph[ry] Edwards a Souldier, running away off the Island being indebt[ed] to severall there and to Us Ten or twelve Pounds, Enquire how his Debt to us was occasioned, For the future we forbid the trusting of any Souldiers on our Accompt more than part of a months Wages and that for pure necessarys out of the stores only, If the storekeeper or others do it further we hereby direct they be Accountable, we have lost to much already this way and will not have it continued nor shall there be any Transfers of their Debts to others placed to our Accou[nt] If there be we hereby Direct that who ever permits it shall make it good, of which to all concerned give the proper notice 45: How it should happen That Mr Cason should have so much Credit in our Stores as to intitle him to a Bill for one Thousand Pounds when he thought of coming to England is what we should be glad to hear a good Reason for pray let us know how that case stands Plainly and fully./ 46: We find Severall Enterys in Consultations of lending moneys to People to pay for the houses and Land they buy, That is giving them Credit in the Stores for it Margin Notes: The order to be made for the Blacks as there is to prevent the souldiers to goin dangerous places to fetch Salt NB souldiers to be trusted more then part of a months pay Notice to be given About Mr Cason	43: The Court found a good order in consultation to prevent soldiers going to dangerous places for salt and running the hazards Thomas Bryan did, who was broken all in pieces by his fall from the top of the rocks. The Court hoped the bench would take care to extend it to the Company's blacks also. 44: The bench's consultations of 12 March took notice of [Stamper?] Edwards, a soldier, running away off the island while indebted to several people there and to the Company £10 0s 0d or £12 0s 0d. The bench was to enquire how his debt to the Company arose. For the future the Court forbade the trusting of any soldiers on its account for more than part of a month's wages, and that for pure necessities out of the stores only. If the storekeeper or others gave credit beyond this, the Court directed that they be held accountable. Too much had been lost already this way and the Court would not have it continued. Nor were there to be any transfers of soldiers' debts to others placed to the Company's account. If there were, the Court directed that whoever permitted it should make it good, of which all concerned were to be given proper notice. 45: How it should happen that Mr Cason had so much credit in the Company's stores as to entitle him to a bill for £1,000 0s 0d when he thought of coming to England was something the Court would be glad to hear a good reason for. The bench was asked to let the Court know plainly and fully how that case stood. 46: The Court found several entries in consultations of lending money to people to pay for the houses and land they bought, that is, giving them credit in the stores for it Interpretations The salt-gathering order addresses a specific island hazard. Salt formed in deposits on the sea rocks around the coast, and collecting it meant descending the cliffs, which had killed the soldier Thomas Bryan in a fall recorded in the consultations. The Court's extension of the protective order to the Company's slaves applies the humane management code of 11 March 1717 to a named risk, and carries an economic logic alongside the

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			humanity: at £21 0s 0d a head purchase price and rising replacement costs, each slave lost on the rocks was a capital loss the order prevented. The soldier credit cap fixes the ceiling at part of a month's pay for pure necessities only, which closes the oldest channel of loss at the stores. Soldiers' debts of £10 0s 0d to £30 0s 0d a man had been complained of since 5 March 1713, and the despatch of 13 March 1719 recited soldiers owing £50 0s 0d to £100 0s 0d a man and then deserting. A debtor whose obligation exceeded any prospect of repayment from 21s a month had every incentive to run, as Edwards did, so the cap kept each man's debt within what his next pay day could clear. The personal liability rule completes the mechanism: the storekeeper or any other officer who trusted a soldier beyond the cap, or permitted a transfer of a soldier's debt to the Company's account, made the sum good himself. This shifts the credit risk from the Company to the individual grantor, the same device applied to the customs screen in the preceding paragraph, and the required notice to all concerned removed any later plea that the rule was unknown. Mr Cason's £1,000 0s 0d store credit raises the inverse problem to the soldiers' debts. Cason had served as an assistant taken in under Governor Boucher and was named on 14 March 1715 among those expected to account for Boucher's proceedings, so a credit of that size standing in his favour implied years of accumulation through salary, dealings or transfers that the books should explain. A bill on London for the full sum at his departure would convert the island entry into immediate cash from the Company's treasury, which is why the Court demanded the case plainly and fully before the bill fell due. Paragraph 46 opens on the stores acting as a land bank. Credit entered in the books to fund purchases of houses and land meant the Company financed the island's property market from its own stock, with repayment resting on the buyer's future dealings at the stores. Speculations The pairing in paragraph 44 of a named absconder with a general reform shows the Court legislating from the single proven case rather than waiting for a pattern. Edwards owed at most £12 0s 0d, a trivial sum against the island's losses, but his flight demonstrated the mechanism by which every larger soldier debt would eventually be lost, so the Court converted one desertion into the occasion for a standing rule it had long had grounds to impose. The demand that the bench explain how Edwards's debt to the Company arose, separate from the new cap, suggests the Court suspected the debt was not his own consumption but a transfer placed on him from another account. A soldier's name made a convenient resting place for bad debt precisely because his eventual desertion or death would write it off without scrutiny, which the same paragraph's prohibition on transfers of soldiers' debts confirms was the practice in view.
28	95	Capt'n Francis Nelly Commander some on their own Bonds, some on security, we dont like this for severall Reasons, to be sure Bills are given on us for such Loans to the persons who sell the land or Houses, these we pay, Till the Books come we cant be certain whether the borrower discharges his Debt, and when People can thus easily sell their Lands or houses It is a great Temptation to them leave the place, which otherwise they would not, and so our Island is Gradually unpeopled, Wherefore we expect there be no more of it till you can give us a Satisfactory Reason that none of these Evills will happen upon Such Loans of ours and have our further Leave./ 47: We observe by some other Entrys particularly in February That you were endeavouring to increase the	The continuation completed the entry on lending for property purchases. Some loans rested on the borrowers' own bonds and some on security. The Court did not like this for several reasons. Bills were certainly given on the Court for such loans to the persons who sold the land or houses, and these the Court paid. Until the books came, the Court could not be certain whether the borrower discharged his debt. When people could so easily sell their lands or houses, it was a great temptation to them to leave the place, which otherwise they would not do, and so the island was gradually unpeopled. The Court therefore expected there be no more of it until the bench could give a satisfactory reason that none of these evils would follow from such loans of the Company's money, and had further leave.

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		number of families on the Island by letting out our land in moderate parcels to some of the military and others, and taking care none should be Suffered to engross too Large a quantity unless they will oblige themselves to Comply with the ancient standing Orders for preserving the militia to keep a white man on every twenty acres, Dont let those good intentions dye or be forgot, or Suffer'd to go out of use or be past over by connivance, Para 38 last year gave directions on this Head./ 48: Explain to Us what is meant by the entry in Consultation of the 26 may of Mr Alexanders desireing a Lease of some Lands on the Lives of three persons he should name, For here when any hold Estates on Lives they pay a fine for renewall on the Death of any nominee, we have not observed any entrys of such fines paid to us and Generally find all leases to be for Margin Notes: moneys to be lent not even to buy houses concerning Disposing of land Capt Alexanders desire of a lease for 3 lives to be Explained	47: The Court observed by some other entries, particularly in February, that the bench was endeavouring to increase the number of families on the island by letting out the Company's land in moderate parcels to some of the military and others, taking care that none should be allowed to engross too large a quantity unless they obliged themselves to comply with the ancient standing orders for preserving the militia, to keep a white man on every twenty acres. Those good intentions were not to die, be forgotten, fall out of use or be passed over by connivance. Paragraph 38 of last year's letter gave directions on this head. 48: The bench was to explain what was meant by the entry in the consultation of 26 May about Mr Alexander desiring a lease of some lands on the lives of three persons he should name. In England, when any held estates on lives, they paid a fine for renewal on the death of any nominee. The Court had not observed any entries of such fines paid to it, and generally found all leases to be for Interpretations The Court's analysis of the property loans traces a full circuit of loss. The Company advanced the purchase money by bill on London to the seller, so cash left the treasury at once; repayment depended on store-book entries that reached London years late, so the debt was unverifiable; and the ready market the loans created let any settled inhabitant liquidate his holding and quit the island. The last point is the decisive one: every departure stripped the militia of a man and the land of its required occupier, so the credit scheme worked directly against the population policy that land grants had served since 19 December 1673. The depopulation concern had hard precedent. The despatch of 14 March 1715 had treated inhabitants moving away under the engrossing of plantations as the operational threat to the militia, and the Court here identifies easy sale finance as a second engine of the same loss. The conditional ban, lifted only on a satisfactory reason and fresh leave, keeps the decision in London rather than trusting the bench's judgment of local credit. Paragraph 47 approves the opposite use of the land: letting moderate parcels to soldiers and others to multiply families, with engrossing barred unless the taker bound himself to the ancient ratio of a white man on every twenty acres. That ratio descends from the by-laws of 20 March 1680, which fixed two English persons and two cows on twenty acres as the militia tenure, and the Court's warning against connivance acknowledges that the rule had been eroded before, since the despatch of 13 March 1719 conceded full restoration was almost impossible. A lease on lives, as sought by Mr Alexander in the consultation of 26 May, ran for the duration of three named lives rather than a term of years, and English practice charged a renewal fine each time a death allowed a new life to be inserted. The Court's point is fiscal: it had seen no such fines in the island's revenue, so leases on lives there gave tenants the long security of the form while the Company, as landlord, collected none of the periodic payments that made the form profitable in England. Alexander's position as secretary and fourth of council made the request doubly sensitive, since the council plantation prohibition of 5 March 1713 stood between any member and a landed interest. Speculations The timing of Alexander's lease request invites the suspicion the Court leaves unstated. The consultation of 26 May was the same sitting at which his testimony with Mr Goodwin exposed Mr Tovey's broken promise on the accounts, so the secretary sought a personal grant from the board at the moment his evidence had weakened a senior colleague. The Court's demand for explanation, rather than refusal, tests whether the bench

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			could distinguish a lawful tenancy from a reward passing within its own membership. The instruction that the militia condition not be passed over by connivance reads as a caution drawn from the engrossing history rather than a general exhortation. Every prior failure of the twenty-acre rule had come not from repeal but from quiet non-enforcement by benches whose members and allies were the engrossers, so the Court names the specific mode of failure, connivance, and fixes responsibility for it in advance.
99	96	By the Ship Hartford a term of years Usually twenty one./ 49: We cant see why you should keep all ye Plantations you have we should be glad to hear some of them Lufkins &Ca were disposed off, they would do better in other Peoples hands then in ours, especially as of late mannaged, we possitively forbid the buying more on any account whatsoever, If you should be forced to seize any for payment of debts to whom you have lent money as above and cant otherwise get it take care they be sold for the most they will Yeild, out of that amount Reim= =burse us, and return the overplus./ 50: Remember and put in practice what we wrote last year in Para 37 about planting and fencing of Lands, and let us yearly know the progress made therein./ 51: We like the opinion mentioned in Consultation of the 26 of February of letting at easie rates such parcells of Land or places that are Rocky or the soil washt a way by the trees being cut down on condition they plant it full of Trees which is the onely way to make it Fertile in time, Dont let it be either forgotten or disregarded nor the Leases granted for to long a time./ 52: Finding by the Letters you are in want of an able surgeon we have sent you on the Hartford Mr Hugh Theophrastus Shrimshire well recommended to us for his Sobriety and abilityes to be Cheif surgeon at three pounds a month salary and have the usuall Priviledges and advantages of Cheif Surgeon, we have paid him ten pounds as a Margin Notes: All ye Plantations not to be kept nor more to be bought If any seized for paymt of debts to be immediatly sold Planting and fencing of Land reminded Surgeon Sent	The continuation completed the observation on leases, which the Court generally found to run for a term of years, usually twenty-one. 49: The Court could not see why the bench should keep all the plantations it had, and would be glad to hear that some of them, Lufkins and others, were disposed of. They would do better in other people's hands than in the Company's, especially as managed of late. The Court positively forbade the buying of more on any account whatsoever. If the bench was forced to seize any for payment of debts owed by those to whom it had lent money as above, and could not otherwise recover, it was to take care they were sold for the most they would yield, to reimburse the Court out of that amount and to return the surplus. 50: The bench was to remember and put in practice what the Court wrote last year in paragraph 87 about planting and fencing of lands, and to let the Court know yearly the progress made. 51: The Court liked the opinion mentioned in the consultation of 26 February of letting at easy rates such parcels of land or places that were rocky, or where the soil washed away after the trees were cut down, on condition the tenants planted them full of trees, which was the only way to make them fertile in time. This was not to be forgotten or disregarded, nor the leases granted for too long a time. 52: Finding by the letters that the bench was in want of an able surgeon, the Court sent on the <i>Hartford</i> Mr Hugh Theophrastus Shrimshire, well recommended for his sobriety and abilities, to be chief surgeon at £3 0s 0d a month salary, with the usual privileges and advantages of chief surgeon. The Court paid him £10 0s 0d as a Interpretations The order to sell off Company plantations, with Lufkins named, reverses four decades of land policy. The despatch of 14 March 1684 had reserved all unallotted land to the Company's own use, and the establishment had since farmed its plantations directly with slave labour. The Court now concludes that direct management had failed, a judgment grounded in the standing comparison with Mr Powell, whose private husbandry on 273 acres outproduced the whole Company estate, and converts the plantations from productive assets into disposable stock, with the absolute bar on further purchase closing the channel through which seized and bought land had accumulated. The seizure-and-sale procedure in the same paragraph completes the property loan reform of paragraph 46. Where a defaulting borrower's land fell to the Company, the bench was not to absorb it into the estate but to sell at the best price, take only the debt and hand back the surplus. The rule keeps the Company a creditor rather than a landlord, protects the debtor's equity and prevents foreclosure becoming a covert means of re-engrossing land the Court had just ordered dispersed. The conditional lettings approved in paragraph 51 apply a reclamation mechanism to the island's degraded ground. Deforested slopes lost their soil to rain, a process the consultation of 26 February identified plainly, and the cure was replanting that no tenant would undertake at a full rent. Easy rates priced the land at its ruined value while the planting covenant secured its

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			restored value to the Company at the lease's end, which is why the Court adds that the terms must not run too long: a lease outlasting the trees' maturity would give the whole recovered fertility to the tenant. Mr Hugh Theophrastus Shrimshire's appointment restores the chief surgeoncy at £3 0s 0d a month, a rate of £36 0s 0d a year that sits above the £30 0s 0d annual salary granted to Francis Moore on 24 March 1680. The recommendation for sobriety is a tested qualification rather than a courtesy, since the Court had charged the bench collectively with excessive drinking on 14 March 1715 and treated drunkenness as the island's characteristic vice. The yearly progress return on planting and fencing under paragraph 87 of last year's letter continues the revival of Governor Roberts's tree-planting law ordered on 11 March 1717. By demanding an annual account, the Court converts a policy that had previously lapsed through neglect into a reportable obligation with a fixed cycle. Speculations The judgment that the plantations would do better in other people's hands resolves a choice the Court had weighed for years between reforming Company husbandry and abandoning it. Mr Byfield's engagement under this same despatch, on terms that he feed the table and shipping from the plantations or take nothing, reads as the last trial of direct management, while the sale order prepares the alternative; the Court runs both courses at once so that failure of the one finds the other already in motion. The instruction to return the surplus to a dispossessed debtor, unusual care for a creditor with the island's coercive powers, guards the population policy as much as equity. A man stripped of his whole holding for a partial debt would join the discontented or quit the island, while one who received his surplus retained both means and reason to stay, so the procedure keeps foreclosure from feeding the depopulation the Court had just identified as the loans' chief evil.
<u>100</u>	97	Captn Francis Nelly Commander Gratuity in consideration his pay is not to commence till his arrivall./ Fourthly Touching our Fortification Buildings and Garrison stores. 53: On this head we have little to say at present having wrote so fully last season onely to remind you to apply as many of our Blacks as possibly you can constanly and others of them as often as they can be spared to the working upon the Fortifications necessary for the defence of the Islan[d] and protection of the Shipping which ought to be done and finisht now there is peace to be ready before they are wante[d] in case of a war./ Fifthly Touching the Civill Government of the Island or the Productions thereof in Generall and what concerns any of the Inhabitants. 54: We observe the Regulations you made to prevent the Blacks running away with the inhabitants Boats and think they will answer your intentions if care be taken to see they are kept up./ 55: We have no occasion to say any thing about the Parochiall officers, such as Church Wardens, Overseers of the High= =ways or others, they seem to us to go in the regular and usuall method, nor by what appears do we see any need to inculcate to you the Rules you have for preserving the Peace of the People and leting them constantly experience your care of administring justice impartially and equitably that no Margin Notes: Fortifications to be finishd with all Speed The law to prevent blacks running away with boats approved	The continuation completed the surgeon's terms. The £10 0s 0d was paid to Mr Shrimshire as a gratuity in consideration that his pay was not to commence until his arrival. The despatch then opened its fourth head, concerning the Company's fortifications, buildings and garrison stores. 53: On this head the Court had little to say at present, having written so fully last season, except to remind the bench to apply as many of the Company's blacks as it possibly could constantly, and others of them as often as they could be spared, to the labour on the fortifications necessary for the defence of the island and the protection of the shipping. That ought to be done and finished now while there was peace, to be ready before the works were wanted in case of a war. The despatch then opened its fifth head, concerning the civil government of the island, its productions in general and whatever concerned any of the inhabitants. 54: The Court observed the regulations the bench made to prevent the blacks running away with the inhabitants' boats, and thought they would answer the bench's intentions if care was taken to see they were kept up. 55: The Court had no occasion to say anything about the parochial officers, such as churchwardens, overseers of the highways or others, who seemed to it to go on in the regular and usual method. Nor by what appeared did it see any need to press on the bench the rules it had for preserving the peace of the people and letting them constantly experience the bench's care in administering justice impartially and equitably Interpretations

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			The gratuity arrangement for Mr Shrimshire solves the standing problem of the unpaid outward passage. Salary ran only from arrival at the island, so the months at sea earned nothing, and the £10 0s 0d advance bridged the gap without conceding the principle, in force across the establishment since 13 March 1719, that wages always supposed work done. The same device had equipped Mr Jones the chaplain with £10 0s 0d for sea provisions under that despatch. The peacetime fortification doctrine in paragraph 53 inverts the priority set on 5 March 1713, when peace was the reason for diverting the blacks from the works to the plantations. The intervening years had restored the lesson of the captures of the <i>Queen</i> and the <i>Dover</i>, invoked on 11 March 1717 to rank the batteries above every civil project, and the Court now states the strategic logic in its settled form: defences are built in peace precisely because war allows no time to build them. The regulations against blacks running away with boats address the island's one open frontier. St Helena had no interior to escape to, so a stolen boat was the sole means of flight, and every fishing craft and shore boat doubled as a potential escape vessel. Control of the boats was therefore control of the slave population's last exit, which is why the Court ties its approval to the regulations being kept up rather than merely made, the failure mode it had seen in every earlier island rule. The mention of churchwardens and overseers of the highways shows the island carrying a full English parish structure alongside the Company hierarchy. These were unpaid local offices filled by inhabitants, managing church fabric, poor relief and road repair on the home model, and the Court's silence about them, in a despatch that censures nearly every salaried officer, marks the lay parish administration as the one part of the establishment running without London's correction. Speculations The brevity of the fourth head, a single paragraph where earlier despatches ran to pages, reflects a deliberate economy in the Court's discipline rather than waning interest. Having written so fully last season, repetition would have diluted the standing rules doctrine under which every prior order remained in force, so the Court confines itself to the one point on which performance could still slip, the steady application of slave labour, and leaves the detailed programme resting on the earlier letter. The care taken to praise the boat regulations while conditioning the praise on enforcement suggests the Court read the bench's rule-making as reputational rather than operational. The island's record was full of sound orders that lapsed by connivance, from the militia ratio to the planting laws, so approval is framed to deny the bench any credit until the regulations survive in practice.
101	98	By the Ship Hartford Captn Francis Nelly Comdr voice of oppression may be heard among them./ 56: We have agreed with Captain Roberts the late Governour for his house at St Helena, so that we hereby require you to apply it for a store house it being contiguous to ours and to no other Use whatsoever. We are Your Loving Friends Robt Nightingale Wm Dawsonne Richd Boulton Robt Child J. Ward Willm Stewart Wm Goselin Wm Aislabe Jos. Wordsworth Robt Brisco Gregory Page John Elwick Godfrey Webster John Fryer John Eyles John Heathcoat Margin Notes: Govr Roberts house bought for Storehouse	The continuation completed the sentence on civil government, so that no voice of oppression might be heard among the inhabitants. 56: The Court agreed with Captain Roberts, the late Governor, for his house at St Helena, and required the bench to apply it for a storehouse, it being contiguous to the Company's own, and to no other use whatsoever. The despatch closed with the Court subscribing itself the bench's loving friends, signed by Robert Nightingale, William Dawsonne, Richard Boulton, Robert Child, J. Ward, William Stewart, William Goselin, William Aislabe, Joseph Wordsworth, Robert Brisco, Gregory Page, John Elwick, Godfrey Webster, John Fryer, John Eyles and John Heathcote. Interpretations The purchase of Captain Roberts's house extends the storehouse consolidation begun with the Castle storehouse approved on 14 March 1715, whose rationale was that stores under the Governor and council's constant eye kept the people handling them honest. A

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			private house contiguous to the Company's buildings was worth buying for that adjacency alone, since it brought the new storage within the same supervised cluster, and the restriction to no other use whatsoever forecloses the conversions to private benefit that had consumed Company buildings under Boucher, whose riding shed of Company timber had cost above £300 0s 0d. Captain Roberts, Governor before Boucher, had left the island years earlier, and the transaction was concluded in London between the Court and the former officer directly. Buying out a departed Governor's island property removed an absentee freehold from the heart of the establishment, the kind of holding that otherwise passed by sale or descent into hands the Company could not choose. The signature list places the despatch under the directors prominent in the secret committee system: Robert Nightingale, Robert Child and Joseph Wordsworth, with Mr Dawsonne, formed the committee named in this same despatch whose orders of any three bound the bench, and Gregory Page had served on it since 22 February 1716. The bench therefore received the general letter and the secret channel from substantially the same hands. Speculations The closing aspiration that no voice of oppression be heard among the people, placed at the end of the head on civil government, restates the governing maxim of 14 March 1715 that government is best preserved by just and gentle management. Its position as the final word before the business of the Roberts house suggests the Court framing impartial justice not as benevolence but as the condition of keeping a settled population, the concern running through the whole despatch from the depopulation caused by easy land sales to the militia ratio.
102	99	By the Ship Drake Captn Wm Whitaker Comander London 31 may 1721[1] Our Governour and Councill of St Helena No 1: The last Letter We wrote you was by the Hart= =ford dated the 9th of march 1719 which you advising to have recd we dont Send its Copy. The Letters Since received from you are of the 21 of Decembr 1719 & the King George of ye 3 of Febry following by the Malborough of the 3 of march by the Susannah of the 23 of Aprill with an addition of the 8th of June by the Bouverie but by what ship that of the 23 of April was Sent We cant find of the 1st of July by the Townshend of the 29 Decembr by the Hannover and Princess Anne Copy of that of the 30 of Jenry sent on the Arabella and yours of the 11 of Febry last by the Tartar, To these and the Consultations from the 3 of June 1719 to the 22 Decembr 1720 and the papers in the packets or to such parts of them as we think necessary We are now to Reply and give you such Directions and orders thereupon as we Judge proper under the following usuall Heads first Premising Vizt 2: That when We Elected Mr Johnson to Succeed Mr Pyke in the Government of St Helena we had assurances given Us of his hearty and Constant Endeavours to promote our Interest and observe all our Orders Directions Cautions and Prohibitions We are heartily concerned to find our Expectations are not so well answered as we had reason to hope and that we have so much Occasion to Complain our Instructions Sent by him have not been Complyd with notwithstanding the promises given in the Letter of the 21th Decembr 1719 The first wrote us from St Helena Margin Notes: Letters Recd from us after the Departure of the Hartford from England The Govr Blamed	The Court of Directors wrote from London on 31 May 1721 to the Governor and council of St Helena, the despatch carried by the ship <i>Drake</i> under Captain William Whitaker. 1: The last letter the Court wrote was by the <i>Hartford</i>, dated 5 March 1720, which the bench advised it had received, so no copy was sent. The letters since received from the bench were of 21 December 1719 by the <i>King George</i>, of 3 February following by the <i>Marlborough</i>, of 5 March by the <i>Susannah</i>, of 23 April with an addition of 8 June by the <i>Bouverie</i>, though by what ship that of 23 April was sent the Court could not find, of 4 July by the <i>Townshend</i>, of 29 December by the <i>Hannover</i> and <i>Princess Anne</i> with a copy of that of 30 June sent on the <i>Arabella</i>, and of 11 February last by the <i>Tartar</i>. With these came the consultations from 3 June 1719 to 22 December 1720 and the papers in the packets. To these, or to such parts of them as the Court thought necessary, it now replied, giving such directions and orders as it judged proper under the usual heads, first noting the following. 2: When the Court elected Mr Johnson to succeed Mr Pyke in the government of St Helena, it had assurances of his hearty and constant endeavours to promote the Company's interest and to observe all its orders, directions, cautions and prohibitions. The Court was heartily concerned to find its expectations not so well answered as it had reason to hope, and that it had so much occasion to complain that its instructions sent by him had not been complied with, notwithstanding the promises given in the letter of 21 December 1719, the first the bench wrote from St Helena Interpretations The opening audit of correspondence shows the packet discipline of 14 March 1715 operating as the Court's first instrument of control. Each letter is logged against its carrying ship, and the one failure, the letter of 23 April whose conveyance the Court could not trace, is

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			recorded as a gap in the evidential chain, since a letter without an identified ship could not be checked against a packet list or proved in any later dispute. The consultations received in one span from 3 June 1719 to 22 December 1720 cover the whole first eighteen months of the Johnson government, so the Court's complaint in paragraph 2 rests on a complete documentary record of the new bench rather than on partial reports. The despatch thus opens by establishing that the indictment to follow is drawn from the bench's own books. The rebuke of Governor Johnson within two years of his commission of 13 March 1719 marks the speed of the cycle of disappointment. Johnson had been chosen for his many years as a justice of the peace in England, the civil credential on which the Court rested the government after Pyke's removal, and the assurances cited here were the personal undertakings that secured his election. By measuring him against the promises in the bench's own first letter of 21 December 1719, the Court converts his opening professions into the standard of his failure, the same technique it had applied to every administration since Boucher. Speculations The Court's decision not to send a copy of the <i>Hartford</i> letter, on the bench's bare advice of receipt, is a small but deliberate departure from the triple conveyance habit applied to instruments of consequence. Duplicates cost clerical labour and packet space, so the Court ran its redundancy by exception: confirmed receipt closed the file, and the duplicate system was reserved for what remained unacknowledged, which kept the growing correspondence manageable without weakening the evidential chain. The care taken to note that the instructions sent by him had not been complied with carries a personal edge beyond the general complaint. Johnson had physically carried the despatch of 13 March 1719 to the island on the <i>Craggs</i>, so the orders he failed to execute were the very documents entrusted to his own hands, leaving him no room for the defences of loss or late arrival that earlier benches had used.
103	100	By the Ship Drake St Helena after his arrivall that they Should We therein wrote in Para 7 that we would have a plain and Direct answer to every Para of our Letters and every Clause there= =in under their Severall heads and yet we find in the aforesaid Letter no notice taken or answer given to Para 37 of the Instructions he Carried with him about fencing Lands and Para 38 about Maintaining a White man on every 20 Acres of Land to preserve the Standing Militia of the Island and to prevent further Engrossing of Lands nor to Para 50 about the encouraging all persons to raise provisions of all kinds to make the Island Plen= =tifull and conveying the water to the Severall Plantations We might add others that have not been attended to, such as Para 8 Where we directed every Letter Should begin with telling us the date of your Last and gave you our reasons for it, Yet in half the Letters now before us this is not done nor have you taken any notice about the Better Yamms we mentioned in Para 28 We find when this answer to our Said Instructions was wrote Mr Johnson had been above six months on the Island, So that he might easily have Inform'd himself and fully what should have been said to the Said Paras and the rest of you are not excus= =able for your taking no better care for our Letters are not to the Governour alone but to him and ye Councill 3: In the Letter of the 8th of June by the Bouverie which indeed is but a Postscript mentiond is made of the Six Severall Bills Margin Notes: the Councill also	The continuation completed the complaint against the bench's first letter. The promises given after Mr Johnson's arrival at St Helena included the undertaking in paragraph 7 of that letter that the bench would give a plain and direct answer to every paragraph of the Court's letters and every clause in them under their several heads. Yet the Court found in that letter no notice taken of, or answer given to, paragraph 37 of the instructions Johnson carried with him about fencing lands, paragraph 38 about maintaining a white man on every 20 acres of land to preserve the standing militia of the island and to prevent further engrossing of lands, or paragraph 50 about encouraging all persons to raise provisions of all kinds to make the island plentiful and conveying the water to the several plantations. The Court might add others not attended to, such as paragraph 8, where it directed that every letter should begin with the date of the bench's last, and gave its reasons for it, yet in half the letters now before the Court this was not done. Nor had the bench taken any notice about the better yams mentioned in paragraph 28. The Court found that when this answer to its instructions was written, Mr Johnson had been above six months on the island, so that he might easily have informed himself fully of what should have been said to those paragraphs. The rest of the bench were not excusable for taking no better care, for the Court's letters were addressed not to the Governor alone but to him and the council. 3: The letter of 8 June by the <i>Bouverie</i>, which was indeed but a postscript, mentioned the six several bills Interpretations

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		Continued	The unanswered paragraphs the Court itemises were the core of the land and provisions programme carried out on the <i>Cruggs</i>: the fencing law, the twenty-acre militia tenure against engrossing, the general raising of provisions and the completion of the irrigation begun under Captain Roberts. Silence on precisely these heads, while routine matters were answered, told the Court which orders the bench found inconvenient, since each touched the landed interests of the inhabitants among whom the councillors lived. The paragraph-by-paragraph answering rule enforced here is the audit backbone of the whole correspondence system. A letter answered clause by clause under heads could be laid against the original and every omission seen at once, which is exactly the operation the Court performs in this passage; a discursive reply concealed its gaps. The companion rule, that every letter open with the date of the last received, protected the chain itself by exposing any letter lost or suppressed in transit, the device adopted after Boucher carried off the <i>Susanna</i> letter of 20 March 1712. The better yams of paragraph 28 refer to the Guinea seed stock ordered on 13 March 1719, when roots of sixteen to twenty pounds from Whydah, Old Calabar, Banny and Loango St Paul were to be raised at the island against its own two-pound sort. The yam was the staple ration of the Company's slaves, so the bench's silence on the improvement touched the feeding economy the Court had been pressing since the slave traders' evidence of poor diet. The closing extension of blame to the whole council applies the collective address of the general letters as a rule of liability. Since the letters ran to the Governor and council jointly, every member shared the duty of answering, and none could shelter behind the Governor's neglect, which restates the personal accountability principle of 14 March 1715 in the specific context of correspondence. Speculations The Court's pointed calculation that Johnson had been above six months on the island before the answer was written strips away the only defence available to a new Governor, unfamiliarity. By fixing the interval from the consultations' own dates, the Court shows the omissions were not the haste of a fresh arrival but settled avoidance, and the precision of the six-month figure signals to the bench that its excuses would be tested arithmetically against its own records. The observation that half the letters lacked the opening date, made with evident counting, suggests the Court suspected the bench of selective compliance designed to blur the sequence of correspondence. Intermittent observance of a chain-of-custody rule defeats its purpose as surely as total neglect, since the unanchored letters are exactly where a suppressed or backdated despatch could hide, so the Court treats the partial failure as seriously as a complete one.
104	101	Captain William Whitaker Commander Bills drawn on us in the Copy of that Letter sent us by the Townshend all that part of the Postscript is left out and the rest of it not agreeable to and therefore not a Copy of the other let us have no more such causes of Complaint 4: Severall other Instances of Disregard to, or non compliance with our orders we shall take notice of in the Sequell of this Letter and tell you our Resolutions thereupon under the following heads hoping thereby to excite your Industry and awaken your Endeavours to put our affairs at St Helena under a Better method of Administration and that our Directions may be more Carefully observed and no further necessity put upon us to Expostulate and swell our Letters so unmeasurably as we are forced to do this with Complaints for we Cant longer bear the continuance of Such mannagement as hath been by us Complained of for some years past, We	The continuation completed the complaint about the postscript. The letter of 8 June by the <i>Bouverie</i> mentioned the six several bills drawn on the Court, yet in the copy of that letter sent by the <i>Townshend</i> all that part of the postscript was left out, and the rest did not agree with it, so it was not a copy of the other. The Court would have no more such causes of complaint. 4: Several other instances of disregard of, or non-compliance with, the Court's orders would be noticed in the sequel of this letter, with the Court's resolutions on them given under the following heads. The Court hoped thereby to excite the bench's industry and awaken its endeavours to put the Company's affairs at St Helena under a better method of administration, so that its directions might be more carefully observed and no further necessity put upon it to remonstrate and swell its letters so beyond measure, as it was forced to do in this

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		could not but remark an Entry in your Consul tation Book that the Hartford arrived with you the 25th Augt and you began to read our Letter by her the next morning and yet it was the 30th before you read it through Can any of you think this is as it ought to be and that our affairs are like to be well mannaged at this sort of rate when as you could not but know the Hartford was to be dispatched in Ten working days and till you had read the Letter through how could you tell what orders it Contained or what you were to do thereupon necessary to be Performed durement her Stay without Subjecting us to Demerage for time and tide will stay for no body we now proceed Margin Notes: Continued about the Hartford	one with complaints. The Court could no longer bear the continuance of such management as it had complained of for some years past. It could not but remark an entry in the consultation book that the <i>Hartford</i> arrived with the bench on 25 August, that the bench began to read the Court's letter by her the next morning, and yet it was the 30th before the letter was read through. The Court asked whether any of the bench could think this was as it ought to be, and that the Company's affairs were likely to be well managed at this sort of rate, when the bench could not but know the <i>Hartford</i> was to be despatched in ten days of labour. Until the bench had read the letter through, how could it tell what orders the letter contained, or what was to be done on them, necessary to be performed during her stay, without subjecting the Court to demurrage, for time and tide would stay for nobody. The Court now proceeded Interpretations The discrepancy between the <i>Bouverie</i> postscript and its <i>Townshend</i> copy strikes at the duplicate system's evidential core. A duplicate existed to prove the original's contents if the first conveyance was lost, so a copy that silently dropped the passage on six bills drawn on the Court was worse than no copy: it created two inconsistent records of the bench's financial engagements, and the omitted matter was precisely the kind, bills committing London's money, that the advice rules of 13 March 1719 required stated in full with date, sum, payee and tenor. The Court's dry observation that it was therefore not a copy of the other treats the variance as a defect of authenticity, leaving open whether it arose from carelessness or design. The reading timetable drawn from the consultation book turns the bench's own record into the proof of its negligence. Five days to read through a general letter, against a ten-day discharge allowance running from arrival, consumed half the <i>Hartford</i>'s lay time before the bench could even know what the letter required done during her stay. The demurrage clause made the cost calculable: every day beyond the allowance fell on the Company at the charter rate, so slow reading translated directly into money owed to the ship's owners, the same liability that had cost the Company seven days demurrage on the <i>Rochester</i> in 1713 for want of timely despatch. The Court's complaint that remonstrance swelled its letters beyond measure identifies the administrative cost of the bench's failures on the London side. Every unanswered paragraph had to be restated, every discrepancy documented and every resolution justified, so the general letters grew in proportion to the island's neglect, and the clerical labour of the Court's own correspondence became part of the damage it charged to the bench's account. Speculations The Court's framing of the five-day reading as a question put to each member, whether any of them could think this was as it ought to be, converts the rebuke into a recorded test of judgment. The letter would be read in full council and entered in the consultation book, so every councillor either assented to the Court's standard or entered a dissent defending the delay, and silence at the reading would bind each man personally under the collective liability rules to the admission the question demanded. The suspicion behind the postscript complaint points at the bills themselves rather than the copying. The passage dropped from the duplicate was the only part disclosing six bills on the Court, so the variance ran in the one direction that delayed London's knowledge of its liabilities until the originals were presented for payment, and the Court's refusal to speculate on motive, while demanding no more such causes, leaves the bench to clear itself by exactness in future copies.

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105	102	By the Ship Drake First concerning Shipping Returned and Sent or Sending out. 5: Since Writing ours by the Hartford It hath pleased God the following Ships have arrived Vizt The Dartmouth and Addison from Bombay The King George from the Coast & Bay and the Queen from Bencoolen and Fort St George between ye 10 & 16th of march 1719/20 The Malborough from Fort St George the 1 of may The Susannah from Mocha the 13 of June The King William from Fort St George the 13 of August The Bouverie from Bengall the 24th The Frederick and Cadogan from thence the Dawsonne from the Coast and Bay The Sunderland from China and the Thistleworth from Borneo the 25 The Amelia from thence and Fort St George the 31 of that month the Fordwich from Bombay and the Townshend from Fort St George and Bombay the 14th and the Bornea from Borneo the 22 Sept'r The Princess Anne from Mocha the 17th The Hannover from Bombay and the Hert the 21th and Godfrey from the Fort the 25 March The Tartar the 18 April from Bombay the Essex from China The [...] and the Mountague from thence ye 20 may. The Ships taken up and Sent or Sending out this last Season are Vizt Margin Notes: more Ships Arrivd	The despatch opened its first head, concerning shipping returned and sent or sending out. 5: Since the letter by the <i>Hartford</i>, it had pleased God that the following ships arrived: the <i>Dartmouth</i> and <i>Addison</i> from Bombay, the <i>King George</i> from the Coast and Bay, and the <i>Queen</i> from Bencoolen and Fort St George, between 10 and 16 March 1720; the <i>Marlborough</i> from Fort St George on 1 May; the <i>Susannah</i> from Mocha on 13 June; the <i>King William</i> from Fort St George on 13 August; the <i>Bouverie</i> from Bengal on 24 August, with the <i>Frederick</i> and <i>Cadogan</i> from there; the <i>Dawsonne</i> from the Coast and Bay, the <i>Sunderland</i> from China and the <i>Thistleworth</i> from Borneo on 25 August; the <i>Amelia</i> from there and Fort St George on 31 of that month; the <i>Fordwich</i> from Bombay and the <i>Townshend</i> from Fort St George and Bombay on 14 September; the <i>Borneo</i> from Borneo on 22 September; the <i>Princess Anne</i> from Mocha on 17 [...]; the <i>Hannover</i> from Bombay and the <i>Fort</i> on 21 [...]; the <i>Godfrey</i> from the Fort on 25 March; the <i>Tartar</i> on 18 April from Bombay; the <i>Essex</i> from China; and the [...] and the <i>Montague</i> from there on 20 May. The ships taken up and sent or sending out this last season were as follows. Interpretations The arrival list functions as the bench's navigation aid as much as London's record. Every general letter catalogued the homeward fleet because the island's revenue, intelligence and onward correspondence all depended on knowing which ships had passed safely home: a vessel listed as arrived closed the file on her packets, her one per cent tonnage delivery and any protest or account outstanding against her, while a ship missing from the list told the bench its letters by her required resending as duplicates. The geography of the list shows the full reach of the Company's trade converging on the island's road. Within fourteen months the arrivals ran from Mocha at the mouth of the Red Sea, Bombay and the western coast, Fort St George and the Bay on the eastern side of India, Bencoolen and Borneo in the islands, and China, so St Helena's victualling, customs and seamen-supply business touched every branch of the eastern commerce in a single season. The <i>Borneo's</i> return from Borneo itself marks the outcome of the pepper venture launched in the 1713 season, when the despatch of 5 March 1713 sent her under Captain John Lewis to attempt to re-establish a trade there for pepper, with selling up at Bencoolen as the fallback. A homeward arrival named directly from Borneo, with the <i>Thistleworth</i> preceding her from the same coast, shows the Company still running ships to that trade seven years on. Speculations The pious formula that it had pleased God the ships arrived, unusual amid the despatch's dry audit prose, belongs to the function of this particular list. A season's fleet returned without a recorded loss across every eastern route was the event on which the Company's whole year turned, and the formula acknowledges the one variable, the sea, that no procedural discipline of the Court's could reach. The Court's care to date arrivals in clusters, several ships between 10 and 16 March, three on 25 August, two on 14 September, preserves the convoy pattern in the record. Homeward ships sailed in company for mutual defence and arrived in groups, and the clustered dates let the bench reconstruct which vessels had kept together, information bearing directly on its own practice of distributing duplicate packets across ships of the same fleet against the loss of any one.
106	103	Captain William Whitaker Commander The Addison Tons 490 Capt'n Lend Hicks for Bencoo & Beng[all]	The list of ships taken up ran as follows. The <i>Addison</i> 490 tons Captain Leonard Hicks, for Bencoolen and Bengal

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		The Dartmouth 450 Capt Roger Carter for Do & Fort St Georg[e] The Goodfellow The Compys own Ship 140 Captn Robt Potter for Ditto The Sunderland 380 Captn Wm Hutchinson for Mocha The Aislabie 380 Captn Henry Wilson for Mocha The Morice 380 Captn Eust Peacock for China The Frances 390 Captn Tho Newsham for China The Cadogan 450 Captn John Hill for China The Macclesfeild 450 Captn Robt Hudson for China The Monmouth 480 Captn Regd Hemeys for ye Coast and Bay The Stretham 430 Captn Geo Westcott for ye Coast and Bay The Heathcote 480 Captn Jos. Tolson for ye Coast and Bay The Marlborough 480 Captn Richd Michelfeild for ye Coast and Bay The Grantham 450 Captn Jam Feild for Bombay The King George 450 Captn Jno Houghton for Bombay The Dawsonne 480 Captn Rich Benfeild for Bombay The Stanhope 420 Captn Went Geo Pitt for Bombay The Middlesex 430 Captn John Petty for Mocha The James & Mary 300 Captn Tho Aubone for Mocha The Drake 390 Captn Wm Whitaker for St Helena & Bencoolen 6: The Addison Dartmouth and Goodfellow Sailed away the Beginning of november The Sunderland and Aislabie were put Back by Contrary winds to Falmouth and there detain'd till the 5th of Janry The Morrice Frances Middlesex James and Mary were dispatched in December and the Grantham in Janry but detain'd by Contrary Winds to the Margin Notes: Ships Taken up When Sailed	The <i>Dartmouth</i> 450 tons Captain Roger Carter, for [...] and Fort St George The <i>Goodfellow</i>, the Company's own ship 140 tons Captain Robert Potter, for the same The <i>Sunderland</i> 380 tons Captain William Hutchinson, for Mocha The <i>Aislabie</i> 380 tons Captain Henry Wilson, for Mocha The <i>Morice</i> 380 tons Captain Eustace Peacock, for China The <i>Frances</i> 390 tons Captain Thomas Newsham, for China The <i>Cadogan</i> 450 tons Captain John Hill, for China The <i>Macclesfield</i> 450 tons Captain Robert Hudson, for China The <i>Monmouth</i> 480 tons Captain Reginald Hemeys, for the Coast and Bay The <i>Stretham</i> 430 tons Captain George Westcott, for the Coast and Bay The <i>Heathcote</i> 480 tons Captain Joseph Tolson, for the Coast and Bay The <i>Marlborough</i> 480 tons Captain Richard Michelfield, for the Coast and Bay The <i>Grantham</i> 450 tons Captain James Feild, for Bombay The <i>King George</i> 450 tons Captain John Houghton, for Bombay The <i>Dawsonne</i> 480 tons Captain Richard Benfeild, for Bombay The <i>Stanhope</i> 420 tons Captain Wentworth Geo. Pitt, for Bombay The <i>Middlesex</i> 430 tons Captain John Petty, for Mocha The <i>James and Mary</i> 300 tons Captain Thomas Aubone, for Bencoolen The <i>Drake</i> 390 tons Captain William Whitaker, for St Helena and Bencoolen 6: The <i>Addison</i>, <i>Dartmouth</i> and <i>Goodfellow</i> sailed away at the beginning of November. The <i>Sunderland</i> and <i>Aislabie</i> were put back by contrary winds to Falmouth and detained there until 5 January. The <i>Morice</i>, <i>Frances</i>, <i>Middlesex</i> and <i>James and Mary</i> were despatched in December, and the <i>Grantham</i> in January, but detained by contrary winds Interpretations The <i>Goodfellow</i> stands apart in the list as the Company's own ship, a vessel owned outright rather than taken up on charter. The Company's settled practice was to hire its tonnage from private owners under charter parties, which placed the capital risk of the hull on the owners and confined the Company's exposure to freight and demurrage, so a small owned ship of 140 tons sailing in company with a chartered consort for the same destination was the exception that marks the rule. Her size suggests a packet and stores function alongside the 450-ton <i>Dartmouth</i> rather than a cargo carrier in her own right. The fleet's distribution shows the weight of the season's trade: four ships of 380 to 450 tons for China, four for the Coast and Bay, four for Bombay, three for Mocha, with the remainder split between Bencoolen, Bengal and the island. Twenty sail of roughly 8,300 tons in one season measures the scale of commerce whose protection and refreshment St Helena existed to serve, and every homeward unit of it owed the island its one per cent tonnage delivery and its call under the compulsory peacetime arrangements in force since 4 February 1714. The sailing report in paragraph 6 continues the Court's practice of accounting for the gap between despatch and departure. Ships put back to Falmouth and held five weeks by contrary winds explained late arrivals at the island without fault in the owners or the Court, which mattered because lay-day and demurrage calculations at St Helena ran from arrival, and the bench needed to

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			know which delays were weather and which were management. Speculations Captain Joseph Tolson's command of the <i>Heathcote</i> for the Coast and Bay places a name from the island's customs scandal back on the route through St Helena. The Tolson whose compliment to Governor Pyke bought a custom-free landing of dungarees had been censured in the <i>Hartford</i> letter of 5 March 1720, so the bench now received notice that the same master, or his namesake, would again ride in its road, with the new seizure and informer rules of that letter as the standing answer to any repetition. The Court's care to name the <i>Goodfellow</i>'s ownership in a bare tonnage list reads as instruction rather than bookkeeping. A Company-owned ship carried no charter party, so the bench's whole apparatus of lay days, protest and demurrage did not apply to her, and her despatch discipline rested on the Court's orders alone; flagging her status in advance prevented the bench from either claiming demurrage defences for her or granting her master the indulgences a private owner's interest would have checked.
107	104	By the Ship Drake Fifth of Febry and then Sailed from Portsmouth The Cadog= =an and Macclesfeild departed the Downes the day be= =fore The Monmouth and Stretham Sailed thence the very beginning of march and the Heathcote and Malbro the 29 of April. 7: The Supra Cargoes of the China Ships are Messrs Torriano Ward and Morris for the Morris Messrs Godfrey Lewes and Tucker for the Frances Messrs Elwick Nicholson and Winder for the Cadogan and Messrs Horsmonden Walker and Foster for the Macclesfeild Those from Borneo or Ben= =jar are Messrs Gerrard Wright and the Captain for the Midlesex and Messrs White Loyd and the Captain for ye James and Mary. 8: His Majesty having been Graciously pleased to Appoint three Fourth rate Ships of War The Lyon Salisbury Exeter and the Shoreham a Sixth rate Frigat to proceed for India to Suppress the Pyrates Thomas Mathews Esqr goes Commandr in Cheif they Sailed from Spithead the 5th of Febry the Grant= =ham aforesaid went with them filld with Provisions and Stores for their Supplys, When ever they or any of them arrive with you Supply them with all sorts of Provisions or Stores they Shall want and you can afford Taking their Bills on the Commissioners of the Victualling for the vallue and Show the Commanders the best respects and Civility during their Stay as well by first Salutes as otherwise this we Direct be also a Standing order for the future to any His Majestys Ships at St Helena. Margin Notes: Supra Cargoes men of Warr	The continuation completed the sailing report. The <i>Grantham</i> was detained by contrary winds to 5 February and then sailed from Portsmouth. The <i>Cadogan</i> and <i>Macclesfield</i> departed the Downs the day before. The <i>Monmouth</i> and <i>Stretham</i> sailed from there at the very beginning of March, and the <i>Heathcote</i> and <i>Marlborough</i> on 29 April. 7: The supercargoes of the China ships were Messrs Torriano, Ward and Morris for the <i>Morice</i>, Messrs Godfrey, Lewes and Tucker for the <i>Frances</i>, Messrs Elwick, Nicholson and Winder for the <i>Cadogan</i>, and Messrs Horsmonden, Walker and Foster for the <i>Macclesfield</i>. Those from Borneo or Benjar were Messrs Gerrard, Wright and the captain for the <i>Middlesex</i>, and Messrs White, Loyd and the captain for the <i>James and Mary</i>. 8: His Majesty had been graciously pleased to appoint three fourth-rate ships of war, the <i>Lyon</i>, <i>Salisbury</i> and <i>Exeter</i>, and the <i>Shoreham</i>, a sixth-rate frigate, to proceed for India to suppress the pirates, with Thomas Mathews Esquire as commander in chief. They sailed from Spithead on 5 February. The <i>Grantham</i> went with them, filled with provisions and stores for their supplies. Whenever they or any of them arrived at St Helena, the bench was to supply them with all sorts of provisions or stores they wanted and the island could afford, taking their bills on the Commissioners of the Victualling for the value, and to show the commanders the best respects and civility during their stay, as well by first salutes as otherwise. The Court directed this to be also a standing order for the future for any of His Majesty's ships at St Helena. Interpretations The naval squadron under Thomas Mathews marks the Crown's direct entry into the pirate suppression the Court had been managing by warning and caution since 5 March 1713, when the <i>Clapham Galley</i> and <i>Delicia</i> were identified as probable pirates bound for Madagascar. Three fourth-rates and a frigate sent to the Indian seas was force on a scale the Company could not deploy itself, and the <i>Grantham</i>, an Indiaman of 450 tons sailing as the squadron's store ship, shows the Company paying its share of the expedition in kind. The payment mechanism for the squadron's supplies keeps the two treasuries distinct. Bills on the Commissioners of the Victualling, the Navy Board office that fed the fleet, made the Crown the paying party for whatever the island furnished, so the bench's provisions went out against government paper rather than as the Company's gift, and the standing order put every future

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			King's ship at the island on the same self-funding footing. The order on first salutes carves a Crown exception into the powder discipline enforced since 20 February 1678. Salutes had been rationed at three guns for Company ships and up to seven for friendly Europeans, with every breach audited, yet for His Majesty's ships the bench was to fire first, the ceremonial acknowledgment that the King's commission outranked the Company's proprietorship even in its own road. The supercargo lists show the China and Borneo trades still run by shipboard commercial commissions of three, the pattern recorded since the despatch of 14 March 1715, with the variant that on the <i>Middlesex</i> and the <i>James and Mary</i> the captain himself made the third supercargo. Merging command and commercial authority in one man on the Borneo ships suited a marginal trade where a separate third officer's cost was not justified, against the China voyages whose cargo values kept the full civil establishment aboard. The Elwick among the <i>Cadogan's</i> supercargoes carries a name from the Court itself, where John Elwick had signed the despatches since 5 March 1713, suggesting the familiar pattern of directors' kin placed in the commercial line. Speculations The breadth of the supply order, all sorts of provisions or stores the squadron wanted and the island could afford, suspends for the King's ships the close husbandry the Court enforced everywhere else, and the qualification can afford leaves the bench the only judgment it retains. The Court accepts open-ended cost here because the squadron's success was the Company's own protection: every pirate taken in the Indian seas secured the trade whose losses London bore, so generosity at the island was premium on an insurance the Crown was underwriting. The despatch of the <i>Grantham</i> with the squadron also solved the Court's own convoy problem for the Bombay trade. A ship listed in the season's fleet for Bombay, sailing under three men-of-war as their victualler, crossed the pirate latitudes under the strongest escort afloat, so the arrangement let the Company serve the expedition and insure its own cargo by the same voyage.
108	105	Captain William Whitaker Commander 9: This comes to you by the <i>Drake</i> in her Paquet you will find a copy of her Charterparty sent for your Information and keeping by when you may See how the Severall Blanks are filled up and as it is according to our Usual Custom you may conclude the Ships of following years will be filled up in the Same manner the Variations will be only as to the different Tonnage of the Ships the Clause of her touching at Maderas for wine will be also in the like manner in any following Ship appointed to touch there outward Bound We Send another Charterparty in the Bencoolen or West Coast Packet for the notice and guidance of our People there Touching the Wine She is to bring you you will see the Quantity under the next Head. 10: We continue the same Powers to our Secret Committee as formerly These this Current year are Henry Lyell Thoma[s] Heath William Dawsonne and Edward Harrison Esqrs or any three of them If they shall send you any orders and Direc tions you must obey them as if Signd by the whole Court. 11: You have our Directions so fully touching the Dispatch of the Store Ships sent and to be sent you to prevent our payin[g] more Demerage that we cant add thereto If you will but duly regard them with Relation to this Ship <i>Drake</i> and Press the Captain so Soon as he arrives to begin the Delivery and continue his Diligence all the time If you find any Delay take notice of it in Writing to quicken him and to mention the Same as often as it Happens in the Protest to be made against him and his owners to Ascertain the Facts and Prevent the owners demands for any Surplus stay If as Sometimes hath	9: This letter came by the <i>Drake</i>, and in her packet the bench would find a copy of her charter party, sent for its information and to be kept by, so that the bench might see how the several blanks were filled up. Since this followed the Court's usual custom, the bench could conclude that the charter parties of the ships of following years would be filled up in the same manner, the variations being only as to the different tonnage of the ships. The clause about her touching at Madeira for wine would also appear in the like manner in any following ship appointed to touch there outward bound. Another charter party went in the Bencoolen or West Coast packet for the notice and guidance of the Company's people there. Concerning the wine the <i>Drake</i> was to bring, the bench would see the quantity under the next head. 10: The Court continued the same powers to its secret committee as formerly. The members this current year were Henry Lyell, Thomas Heath, William Dawsonne and Edward Harrison Esquires, or any three of them. If they sent the bench any orders and directions, the bench was to obey them as if signed by the whole Court. 11: The Court's directions about the despatch of the store ships sent and to be sent were so full, to prevent its paying more demurrage, that nothing could be added to them, if the bench would but duly regard them. In relation to this ship the <i>Drake</i>, the bench was to press the captain, as soon as he arrived, to begin the delivery and continue his diligence all the time. If the bench found any delay, it was to take notice of it in writing to quicken him, and to mention the same as often as it

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		Margin Notes: Charterparty to be Left here Secret Committee Directions about ye dispatch of the Store Ship	happened in the protest to be made against him and his owners, to establish the facts and prevent the owners' demands for any surplus stay, as had sometimes been Interpretations The standing charter party converts a contract into a permanent reference instrument for the island. The bench had been ordered on 22 February 1716 to read the new-modelled charter party deliberately in consultation, and the present arrangement completes that design: one filled-up specimen, varied year to year only in tonnage, let the bench apply every clause on lay days, demurrage, the one per cent levy and Madeira wine to any arriving ship without waiting for her particular papers, and removed the masters' advantage of knowing their covenants better than the bench did. The secret committee returns with a changed membership of Henry Lyell, Thomas Heath, William Dawsonne and Edward Harrison, any three binding the bench as the whole Court. The institution had run continuously since its creation on 22 February 1716 for the Ostend enforcement, with its composition refreshed in 1719 and 1720, and its annual reconstitution in the general letter served as the bench's authentication: orders arriving over these four names, and no others, carried the Court's full authority through the confidential channel. The protest discipline for the <i>Drake</i> applies the documentary doctrine built up since the <i>Thistleworth</i> rebuke of 5 March 1713. Written notices to the captain during the discharge, repeated at each delay and then recited in the protest, created the contemporaneous particulars without which London allowed the owners' demurrage claims by default, as it had been forced to do over the <i>Rochester's</i> seven days. The instruction to quicken him in writing makes each notice serve twice, as a spur during the stay and as evidence after it. Speculations Sending a second filled-up charter party in the Bencoolen packet extends to the West Coast establishment a discipline previously centred on St Helena, and the routing through the island's despatch of the same ship suggests the Court using its most procedurally drilled bench as the model for the laxer one. Bencoolen's councils had supplied the cautionary precedents on coin and accounts for years, so equipping them with the same standing contract text was a step toward uniform shipboard discipline across both Atlantic and Sumatran stations. The Court's remark that nothing could be added to its directions if the bench would but duly regard them shifts the ground of any future demurrage loss in advance. With the instructions declared complete, no later failure could be excused by want of guidance, so every pound of demurrage paid after this letter would stand as the measure of the bench's neglect rather than of any gap in the rules.
109	106	By the Ship Drake Been the case or at least the Captains Excuse that his People could not Send the Goods on Shoar by reason of Stormy weather or the great swell or high Surfs of the sea take the like notice of that too for there is no reason we should pay for Such Accidents any further than an equitable proportion when it is the hand of providence to which the owners as well as we must Submit. 12: We find the Gagg arrived the 13th of June and did not depart till the 12 of July and that the protest against the Captain was Early made We further observe his Answer thereto his Letter afterwards and your Reply as Entered in Consultation which Appears to us to be Rightly managed in the main but you seem to admit one Allegation of his that no Ship of three hundred Tons ever did unlade in less then 12 Days which should not have been done because it hath been otherwise in Fact of twelve Working days and the Weather good all the While We mention this	The continuation completed the point on weather delays. Surplus stay had sometimes been the case, or at least the captain's excuse, when his people could not send the goods on shore by reason of stormy weather, the great swell or a high surf of the sea. The bench was to take written notice of that too, for there was no reason the Court should pay for such accidents beyond an equitable proportion, when it was the hand of providence to which the owners as well as the Court must submit. 12: The Court found the <i>Craggs</i> arrived on 13 June and did not depart until 12 July, and that the protest against the captain was made early. It further observed his answer to it, his letter afterwards and the bench's reply as entered in consultation, which appeared to the Court to be rightly managed in the main. The bench seemed, however, to admit one allegation of his, that no ship of 300 tons ever unloaded in less than 12 days, which

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		to prevent your giving the owners a handle to insist on demorage for they are never wanting to urge every thing to the Utmost in their own behalf and to Interpret even an omission of what might be said as an Argument that nothing could We observe also, your Reason given to the Captain why he should be allowed but 19 Days instead of 23 he demanded for unlading his Ship. 13: Your Letter of ye 21 Decembr 1719 Para 11 assuring us you will have due recourse to all our orders relating to Shipping as to the Rules given for that purpose We take notice of for your Remembrance and complying therewith accordingly. Margin Notes: concerning the proceed herewith in Relation to ye Gaggs our Protest	should not have been done, because the fact had been otherwise: twelve days of labour, with the weather good all the while. The Court mentioned this to prevent the bench giving the owners a handle to insist on demurrage, for they were never wanting to urge everything to the utmost on their own behalf, and to interpret even an omission of what might be said as an argument that nothing could be said. The Court observed also the bench's reason given to the captain why he should be allowed but 19 days instead of 23 he demanded for unlading his ship. 13: The bench's letter of 21 December 1719 at paragraph 11, assuring the Court it would have due recourse to all the Court's orders relating to shipping and the rules given for that purpose, was noticed for the bench's remembrance and compliance accordingly. Interpretations The equitable proportion rule for weather completes the demurrage doctrine by allocating the one risk neither party controlled. Delay from the master's slackness fell on the owners through the protest; delay from the bench's neglect fell on the Company; and days lost to swell and surf, the hand of providence, were now to be shared rather than borne wholly by the charterer. The bench's written notices of each weather day supplied the count from which the proportion would be settled in London, so even the act of God had to enter the record through the island's pen. The <i>Craggs</i> correction shows the Court auditing not the bench's diligence but its admissions. The captain's claim that no 300-ton ship ever unloaded under twelve days was answerable from the precedents the Court had circulated since 4 February 1714, when the <i>Abingdon's</i> twelve days at fifty tons larger and the <i>Susanna's</i> ten days at fifty tons smaller were fixed as benchmarks, yet the bench let the assertion pass unanswered in its consultation reply. The Court's maxim that owners would read an omission of what might be said as proof that nothing could be said states the evidential rule of these disputes: the consultation record was litigation material, and silence in it conceded the point. The <i>Craggs</i> herself was the frigate that had carried Governor Johnson and the commission of 13 March 1719 to the island, so the protest under review was the new bench's first exercise of the discipline, made against the very ship that brought it. The Court's verdict, rightly managed in the main with one admission faulted, grades the performance precisely, approving the early protest and the refusal of 23 days while marking the single lapse that could cost money in London. Speculations The bench's allowance of 19 days against the captain's demand of 23, both above the standard ten, suggests a negotiated figure built from the lay-day allowance plus conceded weather days rather than a surrender of the rule. The Court's demand for the bench's reason on the record, rather than a rebuke of the number, indicates it would defend a documented computation but not an unexplained compromise, since the owners' claim in London would be tested clause by clause against whatever the consultation showed. Singling out for remembrance the bench's own assurance of 21 December 1719 about recourse to the shipping rules arms the Court for the next failure. A promise entered in the bench's first letter and now formally noticed back to it converted any future lapse from mere neglect into the breach of a recorded undertaking, the same use the Court made of Johnson's election assurances at the head of this despatch.
110	107	Captain William Whitaker Commander 14: Same Letter Para 14 takes notice of Goods not Delivered out of the Gaggs that the Captn would not pay for them and that they are indorsed on the Bill of Lading you Should have Sent us an Acco[t] of the sorts and	14: Paragraph 14 of the same letter took notice of goods not delivered out of the <i>Craggs</i>, which the captain would not pay for and which were endorsed on the bill of lading. The bench should have sent the Court an account of the sorts and quantities, either in the letter or

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		quantitis either in the Letter or in a Paper a part in the Packett (as well as have Indorsed them on the Bill of Lading) for our earlyest information lest they Should be after= =wards forgott We do find in your Consultation of the 6th of June an account of Some Goods then wanting and a Protest ordered there upon to be made against the Captn but not one word is therein mentioned about the wanting goods nor can we make any Judgment whether they might no[t] be Sent ashoar afterwards between that and the 12 of July when She Sailed which is a further reason why you Should have Sent them as aforesaid and in future if the like occasio[n] happens be sure to protest against the Captain for Such Short delivery which will ascertain the Fact better than a bare Information in Your Letter to us especially if a Cap[t] Die in the Voyage as this Captain Wynne did. 15: In yor Letter of the 29 of Decemr 1720 you give us an acco[t] of the Hartfords arrivall the 24th of Augt and after Sailing the 16 Septr referring us to the Consultation of the 5th Septr to Show the due regard you had to Demorage and Lessening the Charge of the Island, We have Perused that Consultation and can find no more therein than this that you read and Signd the Letters you Intended to send by her to Severall ports of India that the Captain might have no plea for Staying for his Dispatches to De= =mand Demorage for above the Ten Working days allowed Margin Notes: The Captn Refu sd to pay for goods Short deliverd here by the Craggs To send an acco[t] of those either in ye Lettr or in a paper in the Packt besides Indorsing ye bill of Lading	on a paper apart in the packet, as well as endorsing them on the bill of lading, for its earliest information, lest they should afterwards be forgotten. The Court did find in the bench's consultation of 6 June an account of some goods then wanting and a protest ordered to be made on it against the captain, but not one word was mentioned there about the wanting goods, nor could the Court make any judgment whether they might not have been sent ashore afterwards, between that date and 12 July when she sailed. That was a further reason why the bench should have sent them as directed. In future, if the like occasion happened, the bench was to be sure to protest against the captain for such short delivery, which would establish the fact better than a bare statement in the bench's letter to the Court, especially if a captain died on the voyage, as this Captain Wynne did. 15: The bench's letter of 29 December 1720 gave an account of the <i>Hartford's</i> arrival on 24 August and of her sailing on 16 September, referring the Court to the consultation of 5 September to show the due regard the bench had to demurrage and to lessening the charge of the island. The Court perused that consultation and could find no more in it than this, that the bench read and signed the letters it intended to send by her to several ports of India, so that the captain might have no plea for staying for his despatches to demand demurrage for above the ten days of labour allowed Interpretations The short-delivery procedure faulted here had stood since 14 March 1715, when the four-stage remedy required the captain charged, the value made good at St Helena prices and the Court advised by the first opportunity, with the bill of lading endorsement made essential after the £5 16s 10d for nine hats was lost on the <i>Susanna</i> for want of it. The bench performed the endorsement and the protest order but never particularised the wanting goods anywhere London could read them, so each document existed while the chain between them failed, and the Court could not even tell whether the shortage was later made good ashore. Captain Wynne's death gives the evidential rule its sharpest form. He was Captain John Wyn of the <i>Craggs</i>, who had carried Governor Johnson and the despatch of 13 March 1719 to the island, and his death on the voyage extinguished the personal liability the four-stage remedy fastened on the master. A formal protest fixed before sailing would have bound the owners through the documented facts; a bare statement in a letter left the Company claiming against a dead man's estate with nothing but its own assertion. The <i>Hartford</i> review in paragraph 15 tests the bench's self-certification against its source. The bench cited its consultation of 5 September as proof of due regard to demurrage, and the Court read the entry and found only the signing of the India letters in time, a single precaution against one plea the captain might raise. The despatch within the ten days of labour mattered doubly for the <i>Hartford</i>, whose owners had been allowed six weeks demurrage for the St Helena diversion under the charter terms recorded in the letter of 5 March 1720, so every day saved at the island ran against an allowance already conceded in London. Speculations The Court's instruction to send the wanting goods account both in the letter and on a paper apart in the packet duplicates the information across two retrieval paths for a reason rooted in its own office practice. Letters were entered and answered paragraph by paragraph, while loose papers were filed with invoices and bills for the accountants, so a shortage recorded only in one place could be missed by the clerks pursuing the owners; the doubled record made the claim visible to both the correspondence and the accounting sides of the house.

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			The bench's choice to cite the consultation of 5 September as its evidence of economy suggests it had absorbed the form of the Court's documentary discipline without the substance. It had learned that London judged by consultation entries and so pointed to one, but the entry recorded a single routine act rather than the systematic attention the citation promised, and the Court's dry recital of what it actually found turns the bench's own proof into the measure of how little was done.
111	108	By the Ship Drake For delivering her Cargoe if you Reconsider this Surely you must think you have not Regarded our Standing orders on this head from the 24th of August to the 9th Sepr is 16 Days and in the Succession of ten Working days there could be but 2 Sundays so that you kept her 4 Days longer then you Should as to her Dispatches by your Con= =sultation of the 26th of August you say she arrived the 25th Yet then it is three however as she did not Sail till the 16 that makes her Stay 7 days longer is this an Instance of the regard you have to lessen the Charge of the Island pray let us have better if you would have us Regard you our Standing orders are to protest against Captains if they dont unlade in the Charterparty time If you dont protest they will be able to prove they Staid so long a delivering and urge the Charterparty Covenant for our paying De= =morage for all the time above ten working days so that it is incumbent on us that is on our Servants to prove the Capts were to blame in not complying on their part which can be only done by a written protest to fix that noncompliance But we dont find either by Letter or in Consultation one Step towards it, This cant be pretended to be a mistake or misunderstanding because you knew and did better the year before in the case of the Craggs Can you think because you were willing to cover the matter by Signing your Dis= =patches The owners will not See through it and insist on De= =morage for the reason aforesaid and alledge that the Char= =terparty dispatch is unlading the Ship first then the Capts Sailing orders and Packets we shall be glad if they dont. 16: We must observe further That your Generall Letter takes Margin Notes: about ye stay of the Hartford	The continuation completed the <i>Hartford</i> reckoning. The ten days of labour were allowed for delivering her cargo. If the bench reconsidered this, it must surely think it had not regarded the Court's standing orders on this head. From 24 August to 9 September was 16 days, and in a succession of ten days of labour there could be but 2 Sundays, so the bench kept her 4 days longer than it should as to her despatches. By its consultation of 26 August the bench said she arrived on 25 August, yet then it was three days, but as she did not sail until the 16th, that made her stay 7 days longer. The Court asked whether this was an instance of the regard the bench had to lessen the charge of the island, and pressed it to do better if it would have the Court regard it. The standing orders were to protest against captains if they did not unload in the charter party time. If the bench did not protest, the owners would be able to prove the ship stayed so long delivering, and would urge the charter party covenant for the Court paying demurrage for all the time above ten days of labour. The burden therefore lay on the Company, that is on its servants, to prove the captains were to blame in not complying on their part, which could only be done by a written protest fixing that non-compliance. The Court found neither by letter nor in consultation one step towards it. This could not be claimed as a mistake or misunderstanding, because the bench knew and did better the year before in the case of the <i>Craggs</i>. The Court asked whether the bench could think that, because it was willing to cover the matter by signing its despatches, the owners would not see through it and insist on demurrage for the reason given, alleging that the charter party despatch meant unloading the ship first, then the captain's sailing orders and packets. The Court would be glad if they did not. 16: The Court had to observe further that the bench's general letter took no Interpretations The arithmetic the Court performs fixes the demurrage exposure from the bench's own inconsistent dates. An arrival of 24 August against a sailing of 16 September gave 16 days containing 2 Sundays, so 14 days of labour against the 10 allowed, an excess of 4; the consultation's arrival date of 25 August gave 3 days over by one count and 7 by the run to the 16th. The Court works both versions because the owners' claim would be computed in London from whichever record served them best, and the bench's failure to keep even its dates consistent multiplied the claimable days. The burden-of-proof passage states the legal structure of every demurrage dispute in plain terms. The charter party covenant made the Company liable for all time above the ten days of labour as a matter of contract; the only defence was proof that the master caused the delay, and the only admissible proof was a contemporaneous written protest. Without one, the owners proved the stay from the ship's log and the covenant did the rest, so the bench's omission of any step towards protest, by letter or consultation, left the Company defenceless for the whole excess. The owners' anticipated construction, that charter party despatch meant the cargo unloaded first and the sailing orders and packets only after, exposes the gap the bench tried to argue across. The bench treated prompt signing of its India letters as despatch of the ship; the

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			contract measured despatch by the hold. On that reading the <i>Hartford's</i> lay days ran regardless of how early the correspondence was ready, and the bench's one documented economy was irrelevant to the only clock that cost money. The denial of mistake rests on the doctrine of precedent within the bench's own record. The protest against the <i>Craggs</i> the year before, reviewed and approved in the main earlier in this despatch, proved the bench knew both the duty and the method, so the <i>Hartford</i> omission was classed as neglect against knowledge, the category that under the conditional gratuity system separated excusable error from conduct that forfeited reward. Speculations The phrase willing to cover the matter by signing your despatches imputes a deliberate paper screen rather than an oversight, and the Court's closing wish, that it would be glad if the owners did not see through it, sets up the financial consequence as the bench's own lesson. Having predicted the owners' argument in writing before the claim arrived, the Court ensured that when the demurrage was demanded and paid, the loss would stand in the accounts as foretold and avoidable, the strongest ground for charging it against the gratuities of those responsible. The Court's willingness to run the calculation on both arrival dates, rather than resolve which was true, treats the discrepancy itself as the offence. Either the general letter or the consultation book misdated the arrival of the season's principal ship, so one of the two records the whole control system rested on was wrong, and the Court leaves both sums standing to show the bench that sloppy dating had converted a four-day fault into a seven-day claim.
112	109	Captain William Whitaker Commander no notice of the Hartfords delivering goods Short though it is mentioned in Consultation of the 14 September that Captain Goodwin the Storekeeper reported that he had made Exceptions on the Back of the Bill of Ladeing for Eighty four Deals of Severall Sizes from sixteen to twelve foot long wanting and only Common Deals deli[vered] in lieu thereof very Different in quality from those Invoiced what can be said for such heedless mannagement. 17: We find in the Ship Princess Anns Account sent us in her Packet She took of you but 305 lb of Beef for all her ships Company The Charterparty will Show you every Ship is bound to take not less than three hundred weight for every twenty men the Ship is let for We have wrote you our Orders thereupon in former Letters and for another reason that then occured took notice of the Charterparty covenant in that by the Hartford Para 14 Is this a Compliance with your promise before taken notice of in your Letter of the 21 December 1719 That you have a Collection of our standing Orders is Plain by what you will find in Para 50 of our Letter of the 21 of march 1717 by the Amelia wherein we told you how it should be amended In Para 11 of the Orders and Instruction[s] sent with Govr Johnson we Referr'd thereto and Directed it should be done and there is time Enough for it in the Intervalls of Shipping, In Para 6 of the Letter of the 21th of December 1719 You promised it should be done with all convenient Speed a very little time an Aplication would Reperuse the Said Orders and refresh your Memorys, If the welfare of our affairs lay at your heart Let this remark have its due effect upon you It is not the getting any peddling profit by the Sale of a Little Beef Margin Notes: our letters taking no notice of goods short delivered by Hartford though Consultation does about Charterpar[ty] Beef not taken full quantity by the Princess Ann non Compliance with standing orders	The continuation completed the complaint of paragraph 16. The bench's general letter took no notice of the <i>Hartford</i> delivering goods short, though it was mentioned in the consultation of 14 September that Captain Goodwin the storekeeper reported he had made exceptions on the back of the bill of lading for 84 deals of several sizes, from 16 to 12 feet long, wanting, with only common deals delivered in their place, very different in quality from those invoiced. The Court asked what could be said for such careless management. 17: The Court found in the ship <i>Princess Anne's</i> account, sent in her packet, that she took from the bench but 305 weight of beef for all her ship's company. The charter party would show the bench that every ship was bound to take not less than 300 weight for every twenty men the ship was manned for. The Court had written its orders on this in former letters, and for another reason that then arose it took notice of the charter party covenant in the letter by the <i>Hartford</i> at paragraph 14. The Court asked whether this was a compliance with the bench's promise, taken notice of before, in its letter of 21 December 1719. That the bench had a collection of the Court's standing orders was plain from what it would find in paragraph 50 of the Court's letter of 21 March 1717 by the <i>Amelia</i>, where the Court told it how the collection should be amended. In paragraph 11 of the orders and instructions sent with Governor Johnson the Court referred to it and directed it should be done, and there was time enough for it in the intervals of shipping. In paragraph 6 of the letter of 21 December 1719 the bench promised it should be done with all convenient speed. A very little time spent on such an application would let the bench reperuse those orders and refresh its memory. If the welfare of the Company's affairs lay at the bench's heart, this remark was to have its due effect. It was not the getting of any peddling profit by the sale of a little beef Interpretations

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			The deals shortage on the <i>Hartford</i> shows the documentary chain again broken at its final link. Mr Goodwin, the storekeeper confirmed under the despatch of 5 March 1720, performed his part exactly, excepting 84 deals of 12 to 16 feet on the back of the bill of lading and reporting the substitution of common deals of inferior quality, and the consultation of 14 September recorded it; yet the general letter, the one document the Court read first and answered from, carried nothing. Deals counted by the long hundred at six score had been a watched commodity since 14 March 1715, and a substitution of quality rather than a bare shortage was the harder fraud to prove later, since the inferior pieces sat in the stores in place of the invoiced ones. The beef covenant turns the charter party into the island's sales guarantee. Every ship was bound to take at least 300 weight for each twenty men of her complement, so a vessel manned for, say, eighty men owed the island a purchase of 1,200 weight at the ruling price, and the <i>Princess Anne's</i> 305 weight for her whole company meant the bench enforced barely a quarter of its contractual market. The covenant existed to convert the planters' cattle into revenue on every call, which is why the Court's anger fastens not on the peddling profit of one sale but on the bench's failure to read its own standing rights. The history of the standing orders collection recited here measures four years of broken undertakings: directions for amending it in paragraph 50 of the letter of 21 March 1717 by the <i>Amelia</i>, a renewed order in paragraph 11 of Governor Johnson's instructions of 13 March 1719, and the bench's own promise of all convenient speed in paragraph 6 of its letter of 21 December 1719. The extract book had been first commanded on 4 February 1714 as the island's operational manual, and the Court's point is causal: the beef lapse happened because the unmade collection left the bench ignorant of covenants it possessed in writing. Speculations The Court's chain of paragraph citations across three despatches and the bench's own letter is itself a demonstration performed for the reader. London, holding copies of everything, could retrieve any clause by date, ship and paragraph in the way the extract book was designed to allow the island to do, so the passage exhibits the very capability the bench lacked, and makes the contrast between the two offices the argument for finishing the book. The dismissive phrase about peddling profit anticipates and forecloses the bench's likeliest defence, that a few hundredweight of beef was beneath the Court's notice. By conceding the sum was trivial and locating the fault in the unenforced covenant, the Court converts a small sale into evidence of a systemic failure, the same method it applied throughout the despatch of reasoning from minor instances to the condition of the whole administration.
113	110	By the Ship Drake that we mind but the preserving the mariners lives and in Consequence the Ships and Cargos This was the only inducement of adding and continuing that clause in the Charterparty for the men by a long voyage of 3 or 4 months living only on Salt provisions are always liable to and often down with the Scurvey and could never hold up without green Trade and fresh meat the Remainder of the Voyage. 18: We must tell you further That some of the Captains this last years Returnd Shipping complain of the Treatment at St Helena That tho the Charterparty proportion of Beef was taken of ours which was but ordinary and more would have been bought of Mr Powell whose were the best on the Island (why they should is very unaccountable in our opinion) yet he did not dare to Sell any because the Govr had a Pique against him for	The continuation completed the reasoning on the beef covenant. What the Court minded was the preserving of the mariners' lives, and in consequence the ships and cargoes. That was the only inducement for adding and continuing the clause in the charter party, for men on a long voyage of 3 or 4 months, living only on salt provisions, were always liable to and often down with the scurvy, and could never hold up without greens and fresh meat for the remainder of the voyage. 18: The Court had to tell the bench further that some of the captains of the last year's returned shipping complained of their treatment at St Helena. Although the charter party proportion of beef was taken of the Company's, which was but ordinary, and more would have been bought of Mr Powell, whose beef was the best on the island, though why it should be was very unaccountable in the Court's opinion, yet Powell did not

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		Signing Parson Jones's Certificate and that another Captain whose men were very Sickly complained the Governour would not let the Planters Supply him with Fowles Sufficient for his Sick men on Shoar and on Board we were very Sorry to hear the Governors Resentment against the Planters on account of Mr Jones Should arise so high and at first were ready to doubt it till we found it Confirmd even in the Consultation Book account of the Sessions and by other Living Testimonys now here Pray let us hear no more of this or any thing of the like nature if you value our Service and that we may put a Stop to all such unchristian and immorall animositys We hereby require and order That for the future no planter shall be debarred from Selling to our or any other Shippings people who Margin Notes: Complaints of Captns against Us	dare to sell any, because the Governor had a grudge against him for signing Parson Jones's certificate. Another captain, whose men were very sickly, complained the Governor would not let the planters supply him with fowls sufficient for his sick men on shore and on board. The Court was very sorry to hear that the Governor's resentment against the planters on account of Mr Jones should rise so high, and at first was ready to doubt it, until it found it confirmed even in the consultation book account of the sessions, and by other living testimony now in London. The bench was to let the Court hear no more of this or anything of the like nature, if it valued the Court's service, so that a stop might be put to all such unchristian and immoral animosities. The Court required and ordered that for the future no planter be debarred from selling to the Company's or any other shipping's people who Interpretations The scurvy rationale states the strategic function of the island in one sentence. St Helena existed to interrupt the salt-provision diet that disabled crews on the long Atlantic leg, so the beef covenant was framed as a health measure with the ships and cargoes as the consequence protected, and a bench that let ships sail under-provisioned with fresh meat defeated the purpose for which the Company bore the island's whole charge. The Powell episode shows the Governor's private quarrel operating as a trade embargo. Mr Powell, whose husbandry had outproduced the Company's establishment since the comparisons of 11 March 1717 and whose 273 acres carried the best beef on the island, dared not sell to the shipping because Governor Johnson resented his signing a certificate for Mr Jones, the chaplain engaged under the despatch of 13 March 1719. A certificate was a testimonial under hand supporting a man's character or claims, so the offence was Powell lending his credit to the parson in some dispute with the Governor, and the punishment was exclusion from the island's principal market. The Court's verification method marks the weight it gave the charge. Captains' complaints against the island were discounted as interested testimony, so the Court suspended belief until the bench's own consultation book account of the sessions confirmed the resentment, corroborated by witnesses then in London. The sessions reference places the quarrel in the island's court itself, meaning the judicial machinery under the Governor as sole judge had been touched by the animosity, which explains the Court's language of unchristian and immoral animosities, the vocabulary it had used for the Haswell and Bazett spleen against Tovey on 22 February 1716. The closing order founds a free-market rule on the quarrel: no planter was to be debarred from selling to any shipping's people. This strikes down the Governor's informal embargo power entirely rather than correcting its single use, and restores the planters' market access that had been Company policy since the engrossing prohibitions of 20 May 1683, when officers buying up goods were condemned for depriving planters of the trade with officers and mariners. Speculations The Court's puzzled aside, that why Powell's beef should be the best on the island was very unaccountable, repeats in miniature its long bafflement at private superiority over Company management, and the placement is pointed. The same letter had ordered the Company's plantations sold off as better in other hands; Powell's beef standing above the Company's ordinary supplied the running proof, and the Court leaves the unaccountable quality as a standing reproach the bench could only answer by improvement. The sequence of doubt then confirmation through the consultation book suggests the Governor's party never grasped that the record they kept would convict them. The sessions account was entered by the bench's own

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			clerk under the journal rules, so the resentment against Powell and the planters passed into the one document London read entire, and the Court's remark that it found the charge confirmed even there turns the bench's compliance with the recording discipline into the instrument of its censure.
114	111	Captain William Whitaker Commander Have Liberty to refresh at St Helena any live or dead provisions or green Trade when they come on Shoar to Buy them Excepting only in case of Famine or drowth which happened some Years ago there should not be Enough for our own Ships as well as those of other nations in amity with us that have liberty as aforesaid for in that unhappy case common Prudence dictates We should first provide for our Selves and that all the people may know this we here= =by further order That a proper notice be Set up and continued in the place of publick Advertizements for the Generall Infor= =mation of all the Inhabitants and that a Copy thereof be sent us for our Perusal with an account how long it had then been Publisht. 19: The account given us in the first Para of your Letter of the 23d April of Mr Hulls coming a shoar pretending he belonged to the Sunderland and of others in the same circumstances in your preceeding letter and your proceeding thereupon we approve as it is a Compliance with our Orders which we resolve to continue For we are not bound to be at a constant yearly vast charge for maintaining an Island which affords nothing but Refreshme[nt] for the Benefit of Interlopers that break in upon our Priviledge Let them pretend to what Foreign Commissions they Please but as the French Dutch and Danish Compas afford us the Benefit of their Ports it is but Reasonable their Ships should but have a Reciprocall liberty at ours if they really belong to them which you may easily be informd of by their Commissions Bills of Lading Charterpartys or other like Documents but not else and therefore we confirm the Orders formerly given with relation to these new Interloping Traders we take notice of the papers Mr Naish sent you a Shoar out of the Ostender. Margin Notes: To people to sell provisions to Shipping About ye Ostendr	The continuation completed the free-sale order. No planter was to be debarred from selling to the Company's or any other shipping's people who had liberty to refresh at St Helena any live or dead provisions or greens, when they came on shore to buy them. The only exception was in case of famine or drought, which happened some years ago, when there might not be enough for the Company's own ships as well as those of other nations in amity that had the liberty described, for in that unhappy case common prudence dictated that the Company first provide for itself. So that all the people might know this, the Court further ordered that a proper notice be set up and continued in the place of public advertisements, for the general information of all the inhabitants, and that a copy of it be sent to the Court for its perusal, with an account of how long it had then been published. 19: The account given in the first paragraph of the bench's letter of 23 April, of Mr Hull's coming ashore claiming he belonged to the <i>Sunderland</i>, and of others in the same circumstances in the preceding letter, with the bench's proceedings on it, the Court approved as a compliance with its orders, which it resolved to continue. The Court was not bound to be at a constant yearly vast charge for maintaining an island that afforded nothing but refreshment, for the benefit of interlopers who broke in upon its privilege. Let them claim what foreign commissions they pleased; but as the French, Dutch and Danish companies afforded the Company the benefit of their ports, it was but reasonable their ships should have a reciprocal liberty at the Company's, if they really belonged to them, which the bench could easily be informed of by their commissions, bills of lading, charter parties or other like documents, but not otherwise. The Court therefore confirmed the orders formerly given with relation to these new interloping traders. It took notice of the papers Mr Naish sent the bench ashore out of the Ostender Interpretations The published notice converts the free-sale rule from an instruction to the bench into a right held by the inhabitants. A standing advertisement in the public place told every planter that no Governor's displeasure could lawfully bar him from the shipping market, so enforcement no longer depended on the bench that had broken the rule; and the copy returned to London with the duration of its publication let the Court verify that the right had actually been proclaimed and kept standing rather than posted once and removed. The famine and drought exception preserves the provisioning hierarchy the island existed to serve. The drought referred to had destroyed the live stock in the years reviewed on 14 March 1715, when reliance fell on salt provisions and fish, so the Court wrote the one genuine scarcity it had experienced into the rule as the sole ground on which the Company's ships took precedence over the open market. The reciprocity doctrine in paragraph 19 restates the settled two-tier treatment of foreigners established on 22 February 1716, when the Ostend ships were refused while the settled trading companies kept water, provisions and the privilege of the road. The new element is the proof standard: the privilege attached only to ships really belonging to the French, Dutch or Danish companies, verified by commissions, bills of lading and charter parties, but not otherwise, so the bench became a document examiner at the road, and a foreign commission alone, the cover the Ostenders and the

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			Maltese applicants had used, proved nothing without the commercial papers behind it. Mr Hull's case shows the screening in operation against individuals as well as ships. A man landing under claim of belonging to the <i>Sunderland</i>, one of the season's Mocha ships, could be a deserter, an interloper's agent or a stranger settling without leave, so the bench's proceedings against him and others in the same circumstances enforced the rule, in force since the despatch of 5 March 1720 condemned the maintenance of Reinhardus Abhymmen, that no unverified person fastened himself on the island. Mr Naish, whose papers came ashore out of the Ostender, carries the name of the supercargo who had served on the <i>Susanna</i> in the fleet of 14 March 1715. A Company supercargo's documents arriving from an Ostend ship pointed to English commercial men serving the interlopers, the precise traffic the proclamations and the Acts of Parliament enclosed on 13 March 1719 and 5 March 1720 had been aimed at. Speculations The demand for an account of how long the notice had then been published reads as a trap laid for backdating. A bench reluctant to advertise its own correction might post the notice only when the next ship made a copy necessary, so the Court asked not for the text alone but for its publication history, a fact the inhabitants could contradict if falsified, which made the return self-verifying in a way the bench's bare certificate would not be. The Court's willingness to fund the island is framed as conditional in a way that arms the bench against interlopers rather than against London. By stating that it would not bear a vast yearly charge for the refreshment of trade-breakers, the Court supplies the bench with the fiscal argument for severity at the road: every refusal of an interloper defended the budget on which the island's own establishment lived.
115	112	By the Ship Drake 20: You tell us in yours of the 29 of Decembr 1720 Para 9 most Ships Accounts have been Ballanced by what was received out of them be that so yet dont fail to send us Copys for our Perusall to see the fact is so and what is so receivd that we may see how it is disposed of. Secondly Concerning Goods or Stores Sent from England or receivd from India 21: The Invoice of this Ship Drake will show what goods and Stores she Brings which with her Bill of Lading and Charter= =party to remain with you are in her Packet. 22: You tell us in the Letter of the 21 of December 1719 Para 16 that you will duly enter in Consultation and follow our Directions to make the advance on the prime cost of Orna= =mentall Goods received by you to distinguish them from what are necessary and in the Consultation of the 23 June 1719 We find an Entry that the Goods received by the Stanhope be sold out at 50 p Cent and those by the Grantham from Bengall be sold at the Usual prices and We find severall other instances of the like nature in the Consultations before us Reperuse our Letters and see whether this is obedience to our orders particularly those which Mr Johnson Carrid out with him Paras 23: 24: 25 We there told you and we have done the same in former Letters and in that of last Years That we would have the account of all Goods brought you on our Account from hence or India or what was bought out of the Ships at the Island Entred in Consultation with the Prime Cost of each article and a valuation or price put upon every Species for the Storekeepers Rule to retail Them Margin Notes: Ships Acco[ts] to be sent with them Invoice of ye Drake and in ye Packett directions about setting prices on ye Goods	20: The bench's letter of 29 December 1720 at paragraph 9 said that most ships' accounts had been balanced by what was received out of them. Be that so, yet the bench was not to fail to send the Court copies for its perusal, to see the fact was so and what was so received, that it might see how it was disposed of. The despatch then opened its second head, concerning goods or stores sent from England or received from India. 21: The invoice of this ship the <i>Drake</i> would show what goods and stores she brought. The invoice, with her bill of lading and charter party to remain with the bench, were in her packet. 22: The bench's letter of 21 December 1719 at paragraph 16 said it would duly enter in consultation and follow the Court's directions to make the advance on the prime cost of ornamental goods received, to distinguish them from what were necessities. Yet in the consultation of 23 June 1719 the Court found an entry that the goods received by the <i>Stanhope</i> be sold out at 50 per cent, and those by the <i>Grantham</i> from Bengal be sold at the usual prices, and it found several other instances of the like nature in the consultations before it. The bench was to read the Court's letters again and see whether this was obedience to its orders, particularly those Mr Johnson carried out with him at paragraphs 23, 24 and 25. The Court there told the bench, and had done the same in former letters and in that of last year, that it would have the account of all goods brought to the island on its account, from England or India, or what was bought out of the ships at the island, entered in consultation, with the prime cost of each article and a valuation or price put upon every species, for the storekeeper's rule to retail Interpretations

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			The balanced accounts claim in paragraph 20 meets the Court's standing refusal to accept conclusions without the material behind them. A ship's account balanced by what was received out of her could conceal as much as it proved, since the balance showed only that entries matched, not that the goods received were complete or rightly disposed of, so the Court demands the copies themselves to verify the fact and trace the disposal, the same principle that had required the attested debt lists and the worn-bill returns. The pricing entries the Court quotes back expose the difference between a tariff and a valuation. The bench's blanket orders, 50 per cent on the <i>Stanhope's</i> goods and usual prices on the <i>Grantham's</i> Bengal cargo, priced whole shiploads by category, while the standing rule carried out with Governor Johnson required every article entered at prime cost with a price set on each species as the storekeeper's retail rule. The difference is the whole audit: a per-article valuation let London check each price against cost, freight and the middling profit components fixed on 14 March 1715, while a flat advance hid which goods were marked as necessities and which as ornament, the distinction the necessary-and-ornament rule had drawn since 5 March 1713 to keep essentials cheap and let vanity goods bear the profit. The storekeeper's rule names the operational purpose of the consultation price list. The valuation entered in council was the storekeeper's authority and his limit, the benchmark against which his disposals were charged under the personal liability imposed on 14 March 1715, so the bench's failure to set per-species prices left the storekeeper without a rule and the Company without the measure of his honesty. Speculations The Court's instruction that the bench read its letters again and judge for itself whether the entries were obedience converts the rebuke into a compelled self-audit. An answer was owed under the paragraph-by-paragraph rule, so the bench would have to enter in consultation either a confession that the orders were broken or a defence the Court could test against the quoted entries, and either record would bind the members who signed it. The two flat rates quoted, 50 per cent on one cargo and usual prices on another, suggest the bench was pricing by ship and season rather than by goods because that was the path of least clerical labour for an establishment chronically behind in its books. The Court's remedy of per-article entry deliberately imposes the labour the bench had been avoiding, on the settled view that the cost of clerks was the price of control, the same trade it had made in sending Mr Ormiston to the accounts in 1719.
116	113	Captain William Whitaker Commander Them by but we find nothing of this done to answer our design which we will no longer Bear It must be Remi= =dy'd or we must shift hands till it is are the articles many of the Goods received from India or Bought from the Ships how much time will it take up to enter in Consultation Peice by such a ship such a number of peice Goods mentioning how much of every Species what the Invoice price and what rate you put on them for retail but let it take more or less we will have it done./ 23: As to the Cargos from England of severall particulars and will take up more time but then you have but one a year We allow you to contract them in this manner Vizt Brasiers ware value so much as p Invoice to be sold at so much p Cent advance The Same for Turnery ware Haberdashery Ware and other articles of the Invoice Where there are articles of value as Woollen Goods &ca name each with the Invoice price how to be retaild. 24: We find in Para 18 of the Letter of Decembr 1720 a Perverse Interpretation of our Orders or rather a very culpable pretence for not obeying our directions containd	The continuation completed the order on retail pricing. The valuation was the storekeeper's rule to retail the goods by, but the Court found nothing of this done to answer its design, which it would no longer bear. It must be remedied, or the Court must shift hands until it was. The Court asked whether the articles of the goods received from India or bought from the ships were so many, and how much time it would take to enter in consultation that there was received by such a ship such a number of piece goods, mentioning how much of every species, what the invoice price was and what rate the bench put on them for retail. Let it take more or less time, the Court would have it done. 23: As to the cargoes from England, which consisted of several particulars and would take up more time, the bench had but one a year. The Court allowed the bench to contract them in this manner: braziers' ware, value so much by the invoice, to be sold at so much per cent advance; the same for turnery ware, haberdashery ware and other articles of the invoice. Where there were articles of value, woollen goods and the like, each was to

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		in the Paras therein referd to That you dont enter what we orderd should be enterd in Consultation because it would swell them and to ease the Secret[ary] a little for you think it proper the Consultations should be Copied and entred by the same hand throughout and business lyes very heavy upon him he having no assistant. We observe that was urged as a reason why the accounts of the Steward and overseer were not there Enterd but as the same excuse may be made agains[t] for one or another omission of Entering what we order We take notice of it here and tell you we will not be thus servd when the Margin Notes: About ye Cargoes from England not entring in Con sultation ye Storekeepers & othr accots in Consulta but in books on purpose kept and Examind & signd in Consultation	be named with the invoice price and how it was to be retailed. 24: The Court found in paragraph 18 of the letter of December 1720 a perverse interpretation of its orders, or rather a very culpable pretence for not obeying the directions contained in the paragraphs there referred to. The bench did not enter what the Court ordered should be entered in consultation, because it would swell the consultations, and to ease the secretary a little, for the bench thought it proper the consultations should be copied and entered by the same hand throughout, and business lay very heavy upon him, he having no assistant. The Court observed that this was urged as a reason why the accounts of the steward and overseer were not entered there, but in books on purpose, kept, perused, examined and signed in consultation. The same excuse might be made for one or another omission of entering what the Court ordered. The Court took notice of it here and told the bench it would not be thus served when the business Interpretations The threat to shift hands names the ultimate sanction beneath the conditional gratuities: replacement of the officers themselves. The phrase recalls the wholesale clearance of the Boucher council on 5 March 1713 and Pyke's supersession on 13 March 1719, both worked by commission rather than negotiation, so the bench reading it knew the Court's practice matched its words, and that the pricing entries were now a condition of tenure rather than a clerical preference. The two-tier entry scheme in paragraphs 22 and 23 calibrates the clerical burden to the audit risk. India goods and ship purchases, arriving by many vessels through the year and most exposed to manipulation, required full per-species entry with invoice price and retail rate; the single annual England cargo could be contracted by trade category, braziers', turnery and haberdashery ware at a stated advance, with only the articles of value such as woollens named piece by piece. The concession proves the demand reasonable by the Court's own measure: it asked detail exactly where money could leak and granted summary where it could not. The bench's excuse dismantled in paragraph 24 inverted the constitutional order of the records. Keeping the steward's and overseer's accounts in separate books, perused and signed in consultation, made the consultation book a register of approvals rather than the journal of all affairs the reformulation of 14 March 1715 had required, and the stated reasons, that full entry would swell the book and the secretary had no assistant, subordinated the Court's control system to the convenience of one clerk. The Court's reply, that the same excuse would serve for any omission, identifies the principle at stake: once clerical burden justified one departure, the bench held a general dispensing power over the recording rules. The single-hand copying practice the bench defended had a genuine evidential logic, since a consultation book in one hand resisted later interpolation, but the remedy lay in the transcriber-and-examiner double signature imposed on 11 March 1717 and in assistance for the secretary, not in thinning the record. Mr Alexander held the secretaryship at £40 0s 0d under the establishment of 13 March 1719, and the want of an assistant echoes the earlier history of Mr Russell, the writer sent over when the same office last drowned in business. Speculations The Court's rhetorical computation, asking how much time the entries would really take and answering that more or less it would have them done, suggests it suspected the burden was pleaded rather than measured. An establishment that found clerks to copy letters for private storehouse dealings had labour enough for the price entries, so the Court refuses the factual premise

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			and rests the order on authority alone, closing the negotiation the bench had tried to open. The phrase perverse interpretation or rather a very culpable pretence performs a deliberate escalation in the middle of the sentence. Interpretation implies honest error and pretence implies design, and by correcting itself from the one to the other in the bench's sight the Court records that it considered the charitable reading and rejected it, a finding that would govern how the omissions weighed when the gratuities came to be judged.
117	114	By the Ship Drake Business lyes to heavey upon him apply the writers in the Stores and storekeeper and overseer too if necessary to write over what he hath not time to do with his own hand whether it be the Copying of Consultations or any other Writing work whatsoever we have directed the storehouse in Such Emergencys to be open only on on some set days of the Week That the people knowing it may supply themselves then as they do here at the Country markets only once or twice a week though they are far more numerous than those of St Helena. 25: In your Consultation of the 26th of April 1720 you do En= =umerate the Speices of Goods receivd from Bengall by the Frederick with the Quantitys and price p Invoice (though omitted at other times) This is right but the order thereupon is intirely wrong That they be sold out at the Stores at 50 p Cent at the least We find the Chints are Enterd to cost but a rupee apeice arrack but half a rupee a Gallon Rice not a Rupee a Hundred weight can you Suppose your selves good Husbands for us to sell these at 50 p Cent advance dos not the Freight of some stand in near as much as the first cost and the rice five times as much have you not charged us by Bills to be paid the arrack you bought out of our Ships from four Shillings to five Shillings and six pence a Gallon and that in great Quantitys. 26: To prevent such Carelessness or worse for the future we hereby order and direct as follows. 27: That in all Goods sent you from hence you Reckon into Margin Notes: The wrong entering the Speices & quantity of goods p Invoice To prevent which	The continuation completed the answer to the secretary's burden. When business lay too heavy upon him, the bench was to apply the writers in the stores, and the storekeeper and overseer too if necessary, to write over what he had no time to do with his own hand, whether it was the copying of consultations or any other writing whatsoever. The Court had directed the storehouse in such emergencies to be open only on some set days of the week, so that the people, knowing it, might supply themselves then, as they did in England at the country markets only once or twice a week, though they were far more numerous than those of St Helena. 25: The bench's consultation of 26 April 1720 enumerated the species of goods received from Bengal by the <i>Frederick</i>, with the quantities and price per invoice, though omitted at other times. This was right, but the order made on it was entirely wrong, that they be sold out at the stores at 50 per cent at the least. The Court found the chintz was entered to cost but a rupee apiece, arrack but half a rupee a gallon, and rice not a rupee a hundredweight. The Court asked whether the bench could suppose itself a good steward for the Company in selling these at 50 per cent advance, when the freight of some stood in near as much as the first cost, and the rice five times as much. It asked whether the bench had not charged the Court by bills to be paid for the arrack it bought out of the Company's ships, from 4s 0d to 5s 6d a gallon, and that in great quantities. 26: To prevent such carelessness or worse for the future, the Court ordered and directed as follows. 27: In all goods sent from England, the bench was to reckon into Interpretations The arithmetic in paragraph 25 exposes the flat 50 per cent advance as a sale below cost. Goods invoiced at Bengal prices, chintz at a rupee a piece, arrack at half a rupee a gallon and rice under a rupee a hundredweight, carried freight that equalled the first cost on some articles and stood at five times it on rice, so an advance of 50 per cent on invoice alone recovered a fraction of the landed cost. The middling profit rule of 14 March 1715 had named the five components, prime cost, freight, demurrage, indent and insurance, precisely so that the retail price would sit above the whole, and the bench's order priced from the first component only. The arrack comparison turns the bench's own purchases into the proof. The same establishment that sold Bengal arrack from the stores at 50 per cent on half a rupee a gallon, roughly 9d, had bought arrack out of the Company's ships at 4s 0d to 5s 6d a gallon in great quantities by bills on the Court, so it bought dear with London's money and sold cheap from London's stock. The gap of several hundred per cent between its buying and selling prices for the same commodity measures either the carelessness or the worse the Court names, since every gallon retailed below the market handed the difference to the buyers, among whom the private storehouse keepers could resell at the true price. The market-day order solves the staffing excuse structurally rather than by adding establishment. A storehouse open daily consumed the writers in continuous small retail; confining sales to set days of the

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			week, on the model of the English country markets, freed the same hands for the copying and account labour the secretary lacked, and the comparison with markets serving far more numerous customers than the island's whole population forecloses any plea of hardship to the inhabitants. Speculations The Court's acknowledgment that the consultation of 26 April 1720 was right in form before condemning its substance is calculated instruction rather than balance. The bench had at last performed the per-species entry with invoice prices, and the entry immediately exposed the pricing error, which demonstrates to the bench the function of the discipline it had resisted: the record it complained of keeping was the instrument that would have shown it, before London did, that 50 per cent on a rupee could not carry freight at five times the cost. The phrase carelessness or worse, left deliberately unresolved, marks the point where underpricing shades into the engrossing pattern the Court had fought since the private warehouses of the Boucher years. Stores goods sold below landed cost were a subsidy to whoever could buy in quantity and resell, and the Court's refusal to choose between negligence and design keeps both the gratuity sanction and the corruption enquiry open while the new pricing rules of paragraph 26 onward close the opportunity either way.
118	115	Captain William Whitaker Commander the Invoice price the Demorage We allow the owners for Devia= =tion and unlading which in this Ship as her Charterparty will show will amount to near if not full five Hundred poun[ds] that you make a Reasonable allowance for Interest and Insurance at least six p Cent for these articles must be reck= =oned as part of the prime Cost That you consider we buy by wholesale which is always cheaper then by retail and that even here where People keep their goods all the year long subject to wast and decay they must have a profit to answer that and therefore We have formerly fixed the price at 50 p Cent on Invoice whereby we are but moderate gainers because we would not burden the Inhabitants we explain these Articles to show you why we say so and for this further reason to blame your Presumption in agreeing in Consultation the august 1720 that all persons belonging to the Garrison should have all sorts of wearing Apparell chargd to them only at prime cost as p Invoices and the storekeeper had Directions accordingly we forbid this practice for the future which is no better then taking our reall Surplus Charges out of our Pockets However as to the military we will allow them to have what they really want of Europe Cloathing at 30 p Cent advance on Invoice Vizt The privat[e] Centinels Corporals and Serjants but no higher because their pay is but Small but if ever they abuse this liberty by furnishing others with any part thereof they be Deprivd of it from that tim[e] of which give them due notice. 28: That as to goods received from India you reckon into the prim[e] Cost the Freight which is from £12 to £14: 10 p Ton on the Good[s] which take up the least room and on Bulky goods such as Quilts half as much more because we pay for them as p Bal[e] Margin Notes: Directions how they must be Entered private Souldiers Corpolls & Serjts to be chargd but 30 p C[ent]	The continuation completed the first of the new pricing rules. In all goods sent from England the bench was to reckon into the invoice price the demurrage the Court allowed the owners for deviation and unlading, which in this ship, as her charter party would show, would amount to near if not full £500 0s 0d, and to make a reasonable allowance for interest and insurance, at least 6 per cent, for these articles had to be reckoned as part of the prime cost. The bench was to consider that the Court bought by wholesale, which was always cheaper than by retail, and that even in England, where people kept their goods all the year long subject to waste and decay, they had to have a profit to answer that. The Court had therefore formerly fixed the price at 50 per cent on invoice, whereby it was but a moderate gainer, because it would not burden the inhabitants. The Court explained these articles to show the bench why it said so, and for this further reason, to blame the bench's presumption in agreeing in consultation in August 1720 that all persons belonging to the garrison should have all sorts of wearing apparel charged to them only at prime cost as per invoice, with the storekeeper given directions accordingly. The Court forbade this practice for the future, which was no better than taking its real surplus charges out of its own pockets. However, as to the military, the Court would allow them to have what they really wanted of Europe clothing at 30 per cent advance on invoice, that is the private sentinels, corporals and serjeants, but no higher, because their pay was but small. If ever they abused this liberty by furnishing others with any part of it, they were to be deprived of it from that time, of which they were to be given due notice. 28: As to goods received from India, the bench was to reckon into the prime cost the freight, which was from £12 0s 0d to £14 10s 0d per ton on the goods that took up the least room, and on bulky goods such as quilts half as much more, because the Court paid for them by bale Interpretations The costing rule in paragraph 27 converts the abstract middling profit components of 14 March 1715 into figures the bench could not evade. Deviation demurrage on the <i>Drake</i> alone stood near £500 0s 0d under her charter party, the price the owners exacted for the St Helena call, and interest and insurance added at least 6 per cent, so the true prime cost of the England cargo sat far above the invoice and the standing 50 per cent

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			advance was shown to be a moderate gain rather than the extortion the bench's prime-cost concession implied. The August 1720 consultation order is condemned as a transfer of the Company's charges to itself. Clothing the whole garrison at bare invoice gave away the freight, demurrage, interest and insurance already paid on every garment, which is the surplus charges taken out of the Court's own pockets, and the bench had granted it by its own authority without London's leave, the presumption the Court names. The replacement scheme prices by rank rather than by goods. Private sentinels, corporals and serjeants, whose pay of about 21s a month had been fixed since 24 March 1680, received Europe clothing at 30 per cent against the general 50, a concession justified by small pay and confined to what they really wanted for themselves. The forfeiture clause for furnishing others closes the arbitrage the discount created, since a soldier buying at 30 per cent could resell at the stores price to planters, and due notice of the penalty made every abuse knowing. The India freight figures in paragraph 28 explain the rice arithmetic of the previous paragraph. At £12 0s 0d to £14 10s 0d per ton for close-stowing goods, and half as much more on bulky bales such as quilts paid by measurement, a hundredweight of rice invoiced under a rupee carried ocean freight several times its first cost, which is why the Court had charged that freight on some Bengal goods stood near the invoice and on rice at five times it. Speculations The Court's unusual step of explaining its margins, opening its demurrage and insurance costs to justify the 50 per cent, treats the bench's pricing revolt as an argument to be won rather than merely an order broken. A bench persuaded that the advance was cost recovery would defend it to the inhabitants and the garrison; one merely commanded would relapse at the next sympathetic petition, so the Court spends a paragraph teaching the accounting it usually kept to itself. The garrison clothing concession also buys discipline at a known price. Soldiers' debts at the stores had driven desertions and write-offs since the despatch of 5 March 1713, and clothing was the unavoidable purchase that began most accounts, so 30 per cent on Europe wear lowered the debt every man contracted while the resale bar kept the subsidy from leaking to the island at large, a calculated narrowing of the loss the old prime-cost order had made general.
119	116	By the Ship Drake and as much for one of those Bales as for a Bale of mus= =lins of one hundred Peices and for long Cloth the Same That the Intrest and Insurance is at least 12 p Cent all these are as reall a part of what they stand us in as is the Invoice Price and must be considered altogether to be their true first Cost on which the advance to govern the Price by retail is to be made in generall as to peice Goods But for such of these sorts as are usually brought by Captains or officers as well as our Selves you do or may know what their usuall prices have been and you ought to set the same or very near the same prices upon them as the Islanders used to Set on theirs when they had the private Storehouses and did not upon the Peoples Necessitys. 29: Touching Rice we have already told you our minds 30: As to Arrack it amazes us to consider what a Prodigious Quantity is spent upon the Island besides what you receive from India many Thousand Galleons bought out of the Ship= =ping yearly, By the List of families received taken to the 25 of march 1720 there were but seventy odd Familys of the Inhabi tants all amounting to Five hundred and seventy six persons of which above one hundred and Eighty but children boys and Girls and sixty nine youths and maidens The Garrison officers Souldiers and Servants but 125 The Souldiers and servants in this	The continuation completed the India costing rule. The Court paid as much for one of those bales as for a bale of muslins of one hundred pieces, and for long cloth the same. Interest and insurance came to at least 12 per cent. All these were as real a part of what the goods stood the Company in as the invoice price, and had to be considered altogether as their true first cost, on which the advance governing the retail price was to be made in general as to piece goods. For such of these sorts as were usually brought by captains or officers, as well as by the Company itself, the bench did or might know what their usual prices had been, and it ought to set the same or very nearly the same prices upon them as the islanders used to set on theirs when they had the private storehouses and did not prey upon the people's necessities. 29: Concerning rice, the Court had already told the bench its mind. 30: As to arrack, it amazed the Court to consider what a prodigious quantity was spent upon the island, besides what the bench received from India, many thousand gallons bought out of the shipping yearly. By the list of families received, taken to 25 March 1720, there were but 70 odd families of the inhabitants, all amounting to 576 persons, of which above 180 were but children, boys

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		number cant aford to Spend much in Arrack The Blacks belonging to the Inhabitants are but Two hundred sixty six men and women and one hundred sixty three Childred We Suppose these have but a Small quantity allowed them and our own Blacks No 252 have severall children among them Margin Notes: all goods from India How to be Entred about Rice about Arrack	and girls, and 69 youths and maidens. The garrison, officers, soldiers and servants came to but 125, and the soldiers and servants in this number could not afford to spend much in arrack. The blacks belonging to the inhabitants were but 266 men and women and 163 children, and the Court supposed these had but a small quantity allowed them. The Company's own blacks, numbering 252, had several children among them Interpretations The bale-rate explanation completes the freight lesson: a bale of quilts cost the Company as much carriage as a bale of muslins of a hundred pieces or of long cloth, because freight on bulky goods ran by measurement rather than value, so cheap voluminous articles bore the heaviest proportionate charge. With interest and insurance on India goods at 12 per cent against the 6 on England cargoes, reflecting the longer voyage and greater risk, the true first cost of every piece good was rebuilt from invoice, freight and finance together before any advance was set. The benchmark chosen for captains' goods is deliberately barbed. For sorts usually brought by officers in private trade, the bench was to match the prices the islanders themselves had charged in the era of the private storehouses, the Powell establishment condemned since 22 February 1716, with the single correction that the stores would not exploit necessity. The Court thereby concedes that the private trade had found the true market level and instructs its own retail to take that level as the ceiling, turning the old enemy's price list into the rule. The arrack census in paragraph 30 reprises the demographic method first used on 14 March 1715, when 545 whites against 70 leagers a year exposed concentrated drinking. The list of families to 25 March 1720 gave 576 inhabitants in 70 odd families, of whom above 180 were children and 69 youths and maidens, a garrison of 125 whose soldiers and servants lacked the pay to drink deep, 266 adult slaves and 163 slave children of the inhabitants on small allowance, and the Company's own 252 blacks with several children among them. Subtracting the children, the poor and the rationed from the prodigious consumption, many thousand gallons bought from the shipping besides the India supply, leaves the same small upper layer of officers and substantial planters as the only possible consumers, the conclusion the figures are marshalled to force. Speculations The instruction to price captains' goods at the old private-storehouse level also works as a weapon against the private trade itself. Officers' goods undersold the stores wherever the Company's prices ran above the customary level, so matching the remembered market closed the gap that gave the captains their custom, and the bench's own knowledge of those usual prices, which the Court pointedly says it did or might have, made any future undercutting of the stores a fact the bench could not plead ignorance of. The Court's arithmetic on who could not be drinking, soldiers too poor, children too young, slaves too rationed, is constructed so that the bench's answer must name names or own the inference. Every category excluded narrows the residue toward the council's own table, where a leager a month had been charged on 14 March 1715, so the census reads as the opening of a personal account the following paragraphs would present.
120	117	Captain William Whitaker Commander them so that it is very plain the people are grown Sottish and drunkards and then no wonder they are So poor as you represent We could be glad you were able to put some Stop to this mischevious evill and earnestly recommend it to your constant endeavours, You can do it among the Souldiers and other your dependants by not trusting them	The continuation completed the arrack reckoning. With the Company's own blacks having several children among them, it was very plain the people had grown sottish and drunkards, and then it was no wonder they were so poor as the bench represented. The Court would be glad if the bench could put some stop to this mischievous evil, and earnestly recommended it to its

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		further then yo[u] are Sure of repayment when their Sallary or pay is due whether monthly or Quarterly including therein what is due also for other Stores you can also in good measure do it by no[t] trusting any the Inhabitants above a moderate quantity at a time and let have no more till that is paid for you can also mildly Expostulate with them and show them the Evill they bring upon themselves and Familys by such Extravagancy The Price we would have you put on Arrack is to be from six Shillings a Galleon to seven or eight as you are more or less Supplyd and in case of Great necessity when you are obliged to pay dearer than ordinary for arrack retail it at a reasonable profit considering Leakage. 31: If there are at any time other Sorts of Goods in the Stores then what before mentioned settle the price in the manner before Direc[ted] But those which serve for Luxury or ornament rather than necessity such as fine Chints or muslins or fine Calicoes for We ob= =serve you have in your Letters to India desird some of these Sorts put the better price on them as to Tea Retail it as you see fitt according to the usuall rates it goes Currant at or as you Judge most for our Benifit without dealing hardly with the People The cases in which to allow some to the Souldiers we have formerly orderd and wrote about./ Margin Notes: To settle ye price of othr Goods making a difference betwixt ornamentall and necessaryes	constant endeavours. The bench could do it among the soldiers and its other dependants by not trusting them further than it was sure of repayment when their salary or pay was due, whether monthly or quarterly, including in that what was due also for other stores. It could also in good measure do it by not trusting any of the inhabitants above a moderate quantity at a time, letting them have no more until that was paid for. It could also mildly reason with them and show them the evil they brought upon themselves and their families by such extravagance. The price the Court would have put on arrack was to be from 6s 0d a gallon to 7s 0d or 8s 0d, as the bench was more or less supplied. In case of great scarcity, when the bench was obliged to pay dearer than ordinary for arrack, it was to retail it at a reasonable profit, considering leakage. 31: If there were at any time other sorts of goods in the stores than what was before mentioned, the bench was to settle the price in the manner before directed. Those which served for luxury or ornament rather than necessity, such as fine chintz or muslins or fine calicoes, for the Court observed the bench in its letters to India desired some of these sorts, were to bear the better price. As to tea, the bench was to retail it as it saw fit, according to the usual rates it went current at, or as it judged most for the Company's benefit, without dealing hardly with the people. The cases in which to allow some to the soldiers the Court had formerly ordered and written about. Interpretations The temperance programme works entirely through the credit and price machinery rather than prohibition. Soldiers and dependants could drink only what their next pay day would clear, the cap of part of a month's wages imposed in the <i>Hartford</i> letter of 5 March 1720 now applied specifically to arrack; inhabitants received a moderate quantity at a time with no more until paid for; and the retail price was raised to 6s 0d to 8s 0d a gallon against the 4s 0d purchase ceiling allowed since 14 March 1715, a margin that both taxed the vice and funded the stores. Moral suasion is permitted but ranked last, mild reasoning after the credit stop, which states the Court's settled estimate of which instrument governed conduct. The sliding price by supply, with a reasonable profit over cost in scarcity and an allowance for leakage, builds the commodity's physical behaviour into the rule. Arrack wasted in cask, the inevitable loss conceded in the short-delivery doctrine of 14 March 1715, so a fixed price over a fluctuating landed cost would have swung between extortion and loss; the band of 6s 0d to 8s 0d let the bench track the market while the leakage allowance kept the storekeeper's accounts honest about shrinkage he could not prevent. The poverty argument inverts the bench's own representation. The bench had pleaded the people's poverty, presumably against debts and prices; the Court answers that the poverty was the product of the drinking, many thousand gallons yearly bought out of the shipping by 70 odd families, so relief lay not in easier credit but in stopping the consumption that consumed the island's earnings. The luxury pricing in paragraph 31 closes the loop the bench's own indents had opened. The bench had written to India for fine chintz, muslins and calicoes, ornament rather than necessity under the distinction running since 5 March 1713, so the Court directs that these bear the better price, the profit on vanity subsidising the moderated prices on necessities, while tea, the soldiers' allowance from the China ships settled on 22 February 1716, floated at its customary rates under the single restraint of not dealing hardly with the people. Speculations The arrack price band doubles as protection for the Madeira wine programme. Wine had been supplied since

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			4 February 1714 as the wholesome substitute, and arrack at 4s 0d undersold it; lifting arrack to 6s 0d and above narrowed the gap, so the duty of temperance and the market for the Court's own wine consignments ran conveniently together. The discretion granted over tea, unique in a letter that fixes every other price, reflects a commodity the Court could not cost from London. Tea reached the island irregularly out of passing China ships at whatever the peculls had stood in at Canton, so no standing advance could be computed; the Court instead pegged retail to the rates it goes current at, the local market the bench alone could observe, and bounded the discretion with the people's protection rather than a figure.
121	118	By the Ship Drake 32: In the Consultation of the 30th Sepr 1719 We find the store= =keepers Account enterd of Stores by him Deliverd to the In= =habitants and to the fort &ca for three months We take it for granted you examind and approvd it before Entry because you ought to do so and compare the prices you order the goods to be Sold at with what his account Speicfys on perusing it we find the Arrack Sold the Inhabitants amounts to Eight hundred twenty eight Galleons is charged to be Sold for but £88: 2: 6 Which we cant understand for that is not above two Shillings and two pence p Galleon and in the next three following months account there is an article of Two Thousand five hundr[ed] seventy two Galleons and $\frac{7}{8}$ of a gallon sold for £491: 7: $4\frac{1}{4}$ which is less then four Shillings a gallon pray enquire into this and let us know how you find it and if there be as on the face of it there Seems to be a fraud take care we have justice We dont find any Account for years Past of Remains taken which ought to be every Year to see whether the Storekeepers Issues and Remains answer to his Receipts We find in those Accounts and others also Articles delivered to the fort sometimes calld Generall charges at others duct Expences &ca which are not at all pleasing to us In one of the accounts of Generall charges are for Souldiers Cloaths £213 surely these are not to be included therein are they not to pay for them In another acco[t] for three months are the articles of Beef and Pork charged at £400 We cant imagine these were spent at the Table there or among the Blacks but must be supplied to Shipping, It seems plain they must be salted up and we suppose sent from hence because there were Twenty seven Casks of both there are other Articles also amounting to above £60 in Bread Flower Suet pease, Beans but all enterd under the head of Fort D[it]t[o] Dyet Expences as you may see in Margin Notes: mistakes in Copy[ing] storekeepers Acc[t] To Explain the charging of severall articles	32: The consultation of 30 September 1719 carried the storekeeper's account of stores delivered by him to the inhabitants and to the fort and elsewhere for three months. The Court took it for granted the bench examined and approved it before entry, because it ought to do so, and to compare the prices it ordered the goods to be sold at with what his account specified. On perusing it, the Court found the arrack sold to the inhabitants amounted to 828 gallons, charged to be sold for but £88 2s 6d, which the Court could not understand, for that was not above 2s 2d per gallon. In the account for the next three following months there was an article of 2,572 gallons and seven eighths of a gallon sold for £491 7s 4d, which was less than 4s 0d a gallon. The bench was to enquire into this and let the Court know how it found it, and if there was, as on the face of it there seemed to be, a fraud, to take care the Court had justice. The Court did not find any account for years past of remains taken, which ought to be done every year, to see whether the storekeeper's issues and remains answered to his receipts. The Court found in those accounts, and others also, articles delivered to the fort, sometimes called general charges, at other times diet expenses and so on, which were not at all pleasing. In one of the accounts the general charges included soldiers' clothes at £215 0s 0d. Surely these were not to be included there: were the soldiers not to pay for them? In another account, for three months, articles of beef and pork were charged at £400 0s 0d. The Court could not imagine these were spent at the table there or among the blacks, but must have been supplied to shipping. It seemed plain they must have been salted up and, the Court supposed, sent from England, because there were 27 casks of both. There were other articles also, amounting to above £60 0s 0d, in bread, flour, suet, peas and beans, but all entered under the head of fort diet expenses, as might be seen in Interpretations The two arrack figures convict the stores by their own arithmetic. At 828 gallons for £88 2s 6d the rate was 2s 2d, and at 2,572 gallons and seven eighths for £491 7s 4d under 4s 0d, against a purchase price the bench itself paid of 4s 0d to 5s 6d out of the shipping and the retail band of 6s 0d to 8s 0d now ordered. Sales below the buying price across thousands of gallons could not be error of a single entry, which is why the Court names fraud as the appearance on the face of it, while the direction that the bench enquire and do the Court justice keeps the finding, and the recovery, on the island where the proofs lay. The missing account of remains identifies the absent control that let the prices pass. A yearly remains, the physical stock-taking of what lay in the stores, closed the storekeeper's equation of receipts against issues and remainder; without it for years past, no one could say whether the cheap gallons were genuinely sold at those rates or whether quantities had gone out unrecorded with the money pocketed at full price. The yearly inventory under double signature had been standing since 22 February 1716, when Mr Goswell and Mr

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			Bazett were first paired to take it, so the lapse was of an established procedure, not an omitted novelty. The miscellaneous heads, general charges and fort diet expenses, are condemned as the burial ground of chargeable items. Soldiers' clothes at £215 0s 0d belonged on the men's individual accounts, recoverable from pay under the clothing rules just fixed at 30 per cent advance; beef and pork at £400 0s 0d in a quarter, with 27 casks of salted provisions evidently from England, could only have gone to shipping, where the charter parties made the ships' owners the paying party by bills. Every such article entered as diet vanished as a cost instead of standing as a debt, so the loose heads converted the Company's recoverable sales into its own expenses. Speculations The Court's pointed assumption that the bench examined and approved the account before entry, stated as what it ought to have done, sets the trap for the answer. If the bench had examined it, the councillors approved sales at half cost and share the fraud; if it had not, the certification machinery of the consultation book was a form signed unread. The enquiry ordered must return one admission or the other, which is the same fork the Court built around the <i>Hartford</i> reading dates earlier in the letter. The deduction from 27 casks that the provisions went to shipping shows London auditing by physical reasoning where the books gave none. Salted beef and pork in cask was ship's stores by its very preparation, not table meat for the fort or yam-fed blacks, so the form of the goods betrayed their destination, and the Court's display of the inference teaches the bench that even its vaguest heads could be unpicked from the invoice trail at home.
122	119	Captain William Whitaker Commander the Consultation of the 15 of Decembr 1719 33: We suppose the Blankets Thicksetts and fustians mentioned in the above Account where the Souldiers Cloaths are were most of them for the Blacks though charged to the use of the Fort for the Entry is so blind we cant be sure for whose Use it was Therefore for the future we Expect these Accounts Metho= =dically each under its proper head, as for Example when the Govr and Council send an order to the Storekeeper to Deliver ou[t] Goods or Stores or Provisions for the Governr is not to send by his own authority for the use of the Fort let it be therein express[ed] Which are for the use of the house Expences, Which for the Black[s] or other servants which for the Souldiers and let the Storekeeper enter it so in his Account of the Quantitys Deliverd and the prices to each the same as those sold to the Planters This Acco[t] we require to be deliverd into Consultation monthly that we may see Plainly how our Expences arise in every different Branch of them and We require the Account to be deliverd in also monthly of the Stores Sold to the Planters though we have often laid down Rules to this Purpose and last Year by the Hartford in Paras 22: 23: 24 we find they are not obeyd but In stead therof the Letter of the 29 December 1720 which is wrote in answer thereto is at best but Trifling and evasive and in some par[ts] a Flagrant open breach thereof of which we took some notice before in the Excuse of the Sectrys wanting assistance to comply with our orders our 24th Para about the List to be Sent of Such as constantly pertake of the Fort Table and Estimate of the number comeing occasionaly is answered by telling us this uncertain and the event was none was Sent at all we might Expatiate on this and ask you what you mean by telling us Margin Notes: acc[ts] to be Enterd methodically and Enterd monthly in Consultation Eaters at ye Generall Table to be sent & ye accompts of ye same	The continuation completed the review of the loose heads, which might be seen in the consultation of 15 December 1719. 33: The Court supposed the blankets, thicksetts and fustians mentioned in the account above, where the soldiers' clothes were, were most of them for the blacks, though charged to the use of the fort, for the entry was so blind the Court could not be sure for whose use it was. For the future, therefore, it expected these accounts kept methodically, each under its proper head. For example, when the Governor and council sent an order to the storekeeper to deliver out goods, stores or provisions, for the Governor was not to send by his own authority, the use was to be expressed in it: which were for the use of the house expenses, which for the blacks or other servants, which for the soldiers. The storekeeper was to enter it so in his account, with the quantities delivered and the prices to each, the same as those sold to the planters. This account the Court required to be delivered into consultation monthly, so that it might see plainly how its expenses arose in every different branch of them. The Court required the account of the stores sold to the planters to be delivered in monthly also. Though it had often laid down rules to this purpose, and last year by the <i>Hartford</i> at paragraphs 22, 23 and 24, the Court found they were not obeyed. Instead, the letter of 29 December 1720, written in answer to them, was at best but trifling and evasive, and in some part a flagrant open breach of them, of which the Court took some notice before in the excuse of the secretary wanting assistance to comply with its orders. The Court's 24th paragraph, about the list to be sent of such as constantly partook of the fort table and an estimate of the number coming occasionally, was answered by telling it this was uncertain and the event was none was sent at all. The Court might enlarge on this and ask what the bench meant by telling it Interpretations

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			The blind entry on blankets, thicksetts and fustians defeats both the cost and the recovery sides of the accounts at once. Thicksetts and fustians were the coarse hard-wearing cottons that, with blankets, made up the slaves' clothing under the supply settled since the kerseys of 5 March 1713, while soldiers' wear was chargeable to the men's pay, so an entry lumping both to the use of the fort concealed whether the Company was clothing its capital, its recoverable debtors or its table, and the Court could not even assign the cost it was bearing. The reform makes the warrant itself the classifying document. Every delivery order from Governor and council, the Governor's single authority being expressly denied as it had been since the stores procedure of 24 March 1680, was to state on its face whether the goods went to house expenses, to the blacks and servants or to the soldiers, with the storekeeper copying that designation, the quantities and the prices into his account. Pricing internal issues the same as sales to the planters removes the last hiding place: consumption by the establishment was charged at market, so the monthly account into consultation showed the true cost of every branch in money the Court could compare. The verdict on the letter of 29 December 1720, trifling and evasive and in part a flagrant open breach, grades the bench's answer by the correspondence rules in force since the plain and direct answer was promised in its own first letter. The fort table list ordered in paragraph 24 of the <i>Hartford</i> letter had been answered that the number was uncertain, and then not sent at all, though the same demand for names and allowances per head had stood since 14 March 1715, when the bench's list of forty unnamed persons was first rejected. Uncertainty of the occasional diners excused nothing about the constant ones, whose names the bench knew daily, which is why the Court treats the answer as evasion rather than difficulty. Speculations The Court's guess that the textiles were most of them for the blacks, offered despite the blind entry, rests on quantities and kinds it could read from the invoices at home: coarse goods in bulk fitted 252 Company slaves, not a fort household. Showing the bench that London could reconstruct the destination from the goods themselves, as it had with the 27 casks of salt provisions, warns that blind entries no longer hid anything, they only added the offence of concealment to the expense. The fort table list was resisted, where so many orders were merely neglected, because names with allowances per head would price each councillor's and guest's seat at a table the Court already thought too costly. The leager of arrack a month between fort and plantation had been charged on 14 March 1715, and the arrack census in this letter narrowed the prodigious consumption to the same small layer, so the missing list was the one document that would attach the island's drinking and dining to particular men, which is reason enough for the bench to find the number uncertain.
123	120	By the Ship Drake You take the £72 mentiond in the Stewards account to be only intended as a Calculate and not a Particular acc[t] of the months Expence of the Generall Table though we told you in Para 22 it was so entred in Consultation and where that you might have examind into and Shown wherein we were Mistaken whether you dont know who are constantly at the Fort under you and their names and cant make an Estimate of the number of chance commers and many other such questions arising from the Particulars of Said Para or whether if Mr Johnson was, Mr Alexander and Goodwin were also Strangers to these things In short We tell you once for all We require our Directions and orders in these Parti[cular]s be fully ob= =servd in future in every part of them and also in all others as far as you are able We neither can nor will bear	The continuation completed the rebuke over the table accounts. The bench took the £72 0s 0d mentioned in the steward's account to be only intended as an estimate, and not a particular account of the month's expense of the general table, though the Court told the bench in paragraph 22 that it was so entered in consultation and where, so the bench might have examined it and shown wherein the Court was mistaken. The Court asked whether the bench did not know who were constantly at the fort under it and their names, and could not make an estimate of the number of chance comers, with many other such questions arising from the particulars of that paragraph, or whether, if Mr Johnson was a stranger to these things, Mr Alexander and Mr Goodwin were also. In short, the Court told the bench once for all that it required its directions and orders in those paragraphs to

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		the Expending our Estate coverd under such blind Entries that we may be kept in the Dark and prevented from a plain discovery how it goes and thereby unable to Judge whether the expence be Reas= =onable and reall Is it any great Difficulty for the Steward to say so many Gallons of Arrack so much Tobacco Sugar and other articles were expended in the month and put the value in one totall to each article by which you can and should examine his accounts to see he dont defraud you and we also see our charge by the Entry thereof in Consultation It is not easy to us to be at the Trouble of long Expostulations showing the fault and pointing out the Remedys of which we have singled out but few instances and we suppose it is as un= =easy to you to hear of them Do you take care to prevent both by a better oeconomy. 34: We have orderd the Drake to take in at Madera Ten Pipes Margin Notes: Steward his Acc[ts] 10 pipes of maderia	be fully observed in future in every part, and in all others as far as the bench was able. The Court neither could nor would bear the expending of its estate covered under such blind entries, by which it was kept in the dark and prevented from a plain discovery of how it went, and thereby unable to judge whether the expense was reasonable and real. The Court asked whether it was any great difficulty for the steward to say so many gallons of arrack, so much tobacco, sugar and other articles were expended in the month, and to put the value in one total to each article, by which the bench could and should examine his accounts to see he did not defraud it, and the Court also see its charge by the entry of it in consultation. It was not easy for the Court to be at the trouble of long protests showing the fault and pointing out the remedies, of which it had singled out but few instances, and it supposed it was as uneasy to the bench to hear of them. The bench was to take care to prevent both by a better economy. 34: The Court ordered the <i>Drake</i> to take in at Madeira ten pipes Interpretations The naming of Mr Alexander and Mr Goodwin alongside the Governor applies the collective liability doctrine to the specific excuse of newness. Johnson might claim a stranger's ignorance of who dined at the fort, but Alexander had served the island since the Boucher years and held the secretaryship since 13 March 1719, and Goodwin had kept the stores since his confirmation under the letter of 5 March 1720, so between them the constant diners' names and the chance comers' numbers were daily knowledge. The question form convicts the whole signature block of the evasive answer. The steward's model entry the Court dictates, so many gallons of arrack, so much tobacco and sugar, each article with its value in one total, defines the minimum unit of accountability as the commodity-month. That granularity serves two distinct auditors at once: the bench, comparing issues against stores to see the steward did not defraud it, and London, reading the consultation entry to judge whether the charge was reasonable and real, the double inspection that blind aggregate entries had defeated. The closing sentence prices the correspondence itself. Long letters of fault and remedy cost the Court clerical labour and the bench reputation, and the Court notes it has singled out but few instances, implying the catalogue could have run longer, so better economy is offered as the bargain that relieves both sides, with the unstated alternative, the shift of hands threatened earlier in the letter, left standing behind it. The £72 0s 0d monthly table charge sits within the historical band the Court had long watched: seventy odd pounds a month without shipping was the figure charged on 14 March 1715, when the list of forty unnamed diners was first demanded. The bench's attempt to reclassify the present figure as a mere estimate, after the Court had cited the consultation entry where it stood as account, repeated the move of explaining away its own record that the Court had just condemned in the arrack prices. Speculations The sarcasm of asking whether Alexander and Goodwin were also strangers to these things does targeted political work: it splits the continuing officers from the Governor behind whose newness the bench had sheltered. Each man named now had personal reason to see the table list sent rather than share the censure for Johnson's evasions, and the Court had used the same wedge before, when Bazett alone was blamed for the warehouse silence of the Boucher years. The complaint that protests of this kind were not easy for the Court hints at the real constraint on London's discipline: detailed audit of one small island competed

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			for clerk time with the whole eastern correspondence. The bench's safest course, the letter implies, was never to assume that weariness, since the Court had just demonstrated across thirty paragraphs that when provoked it would do the arithmetic down to the farthing a gallon.
124	121	Captain William Whitaker Commander of mader wine for the service of the Island part of it we design for your Table wherein be frugall the rest Sell at the price it went at formerly which as we remember was four Shillings p Gall[on] 35: You tell us in Para 23 of the 29 of Decembr 1720 that the wast and Dammages by Stores and Goods lying by of which you have to Large a Supply is as you take one third of the Expence some being no way usefull had you told us the Sorts and Quantitys you had done your duty and enabled us to take better care in future but can you think such Generall words sufficient to apply a Remedy or that it is better for us that you should buy China Ware out of the Ships for our Account as you propose than we Supply you at the best hand when ever you find yourselves overstockt in any Commodity let us know it and We will put a stop to your ha= =ving more whether from Europe or India. Thirdly Touching our Servants Civill or Military The Accounts of St Helena in Generall and also concerning our Slaves Cattle Lands and Revenue 36: Notwithstanding the orders in our Letters and Instructions and Particularly those for three Years past We find the old arbitrary practice unwarantably continued of the Governours putting in and out whom he pleases which we will no longer allow of and do positively forbid it for the future We expect the majority of the councill do order the Entertainment or dismissal of every per= =son who receives our pay though the Governr may Represent his opinion to the councill in either case If after this the coun= =cill do not exert themselves and Exercise the Authority we intrust them withall in the manner we direct they ought to enjoy it no longer nor eat no more of our Bread We find frequent Margin Notes: concerning our complaining of ye wast & dammage in ye Stores Directions about putting out and putting in whom ye Govr Pleases How to be prevented	The continuation completed the wine order. The <i>Drake</i> was to take in at Madeira ten pipes of Madeira wine for the service of the island. Part of it the Court designed for the bench's table, in which it was to be frugal; the rest was to be sold at the price it formerly went at, which as the Court remembered was 4s 0d per gallon. 35: The bench's letter of 29 December 1720 at paragraph 28 said that the waste and damage by stores and goods lying by, of which the bench had too large a supply, was such that it took one third of the expense, some being in no way useful. Had the bench told the Court the sorts and quantities, it would have done its duty and enabled the Court to take better care in future. The Court asked whether the bench could think such general words sufficient to apply a remedy, or that it was better for the Court that the bench should buy china ware out of the ships for its account, as the bench proposed, than that the Court supply it at the best hand. Whenever the bench found itself overstocked in any commodity, it was to let the Court know it, and the Court would put a stop to its having more, whether from Europe or India. The despatch then opened its third head, concerning the Company's servants civil or military, the accounts of St Helena in general, and also its slaves, cattle, lands and revenue. 36: Notwithstanding the orders in the Court's letters and instructions, and particularly those for the three years past, the Court found the old arbitrary practice unwarrantably continued of the Governors putting in and out whom they pleased, which it would no longer allow and positively forbade for the future. The Court expected the majority of the council to order the engagement or dismissal of every person who received its pay, though the Governor might present his opinion to the council in either case. If after this the council did not exert itself and exercise the authority the Court entrusted it with in the manner the Court directed, the members ought not to enjoy it any longer, nor eat any more of the Company's bread. The Court found frequent Interpretations The overstocking exchange in paragraph 35 turns the bench's complaint into its own answer. A third of the expense lost in waste from goods lying by was an indictment of the indent system, but the cure already existed in the three-class indents ordered on 22 February 1716 and the standing duty to report sorts and quantities; general words gave London nothing to act on, while the proposed remedy, buying china ware out of the ships for the Company's account, would substitute captains' private-trade prices for the Court's wholesale buying at the best hand, the very channel the costing rules of this letter had shown to be dearest. Paragraph 36 strips the Governor of unilateral patronage over the payroll. Putting in and out whom he pleased had been the arbitrary practice through which every Governor since Boucher had built a personal following, Pyke's dismissals and Boucher's exclusions among the recorded instances, and the new rule vests engagement and dismissal of every person in the Company's pay in the council's majority, the Governor reduced to presenting his opinion. The constitutional principle restated since 13 March 1719, that no Governor act by single authority except where the Court committed a matter to his particular care, here reaches the one power that had always escaped it.

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			The sanction clause makes the council's exercise of the new authority itself a condition of office. Members who let the Governor continue the practice would not eat any more of the Company's bread, the formula of dismissal the Court had used against Bazett on 22 February 1716 and against Jesey on 11 March 1717, so passivity in the face of gubernatorial encroachment was classed with active misconduct, completing the design that began with the protected dissent and the browbeating rule at the head of the <i>Hartford</i> letter. The table wine direction keeps the two purposes of the Madeira programme distinct. Since 4 February 1714 the wine had served both as the bench's allowance and as the wholesome substitute sold against arrack; the ten pipes are split accordingly, frugality enjoined on the table share and the sale share priced at the remembered 4s 0d a gallon, well under the new 6s 0d to 8s 0d arrack band, preserving the price gap that steered the inhabitants toward the safer drink. Speculations The Court's recollection of the former wine price, offered as as we remember was 4s 0d, performs modesty while setting a check it could enforce. The bench's storekeeper accounts would show the actual former price, so any retail above the remembered figure would need justifying against the Company's own books, and the soft phrasing left the bench no room to claim the Court had fixed a price in ignorance of island conditions. The timing of the payroll reform, announced at the head of the servants-and-accounts section after the Powell embargo and the table evasions, suggests the Court had concluded that Johnson's quarrels were sustained by his power over places. A Governor who could dismiss a man for signing Parson Jones's certificate commanded silence; transferring every engagement and dismissal to the majority dissolved the instrument of the resentment the Court had just ordered ended, without naming the Governor in the reform itself.
125	122	By the Ship Drake Reform then restore them to part or all as you think they deserve or leave it to Us these Rules are very plain and if regarded with a Calm and Impartiall Temper will cure the animosities among you and keep our affairs in a Regular and due Course of Administration. 40: We find in Consultation of the 17th of may That the Governour dischargd Gunner French he hath wrote us a letter Complain= ing of the Hardship and that he went into the Countrey to his family and plantation by the Governours leave and was Pre= vented coming down on the Sunday Evening by an Excessive Shower of Rain which made it Impracticable just then because the Hills becoming as Slipery as ice he could not climb them but he came as soon as possibly he could without staying to look after his Plantation which was part washt away by the Rains This appears to us very hard and since we never heard him Complained of before and that he hath Servd us near twen= ty Years we hereby restore him and the rather because the Con= sultation Shows it was no act of the Councill and though it mentions that the Governr Says he had twice before dischargd him we find no notice of it Either in Letter or Consultation tho it ought to have been Enterd there with the reasons and what he had to say in his defence if the Accusation had been Ill Grounded or the fault not meriting so great a Punishment 41: We observe many more Instances of Animosity & appearing Partiality in the Case of Mr Tovey whom the Governour suspended and by what we can make of the Entrys did not do his duty nor the rest of you yours in Searching into the accusation of Governour Pykes maintaining his numerous Blacks Margin Notes:	The continuation completed the direction on those put out. If the discharged men reformed, the bench was to restore them to part or all of their places as it thought they deserved, or leave it to the Court. These rules were very plain, and if regarded with a calm and impartial temper would cure the animosities among the bench and keep the Company's affairs in a regular and due course of administration. 40: The Court found in the consultation of 17 May that the Governor discharged Gunner French. French wrote the Court a letter complaining of the hardship, saying that he went into the country to his family and plantation by the Governor's leave, and was prevented coming down on the Sunday evening by an excessive shower of rain, which made it impracticable just then, because the hills became as slippery as ice and he could not climb them, but that he came as soon as he possibly could, without staying to look after his plantation, which was partly washed away by the rains. This appeared to the Court very hard, and since it never heard him complained of before, and he had served the Company near 20 years, the Court restored him, the rather because the consultation showed it was no act of the council. Though the consultation mentioned that the Governor said he had twice before discharged him, the Court found no notice of it either in letter or consultation, though it ought to have been entered there, with the reasons and what he had to say in his defence, whether the accusation had been ill grounded or the fault not meriting so great a punishment. 41: The Court observed many more instances of animosity and apparent partiality in the case of Mr Tovey, whom the Governor suspended. By what the

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		ab[t] Gunr French Restored ab[t] Mr Tovey	Court could make of the entries, Tovey did not do his duty, nor did the rest of the bench, in searching into the accusation of Governor Pyke maintaining his numerous blacks Interpretations Gunner French's restoration is the new payroll rule applied retroactively. The consultation itself showed the discharge was no act of the council, so it fell under the arbitrary putting out the Court had just positively forbidden, and London exercised the council's usurped power itself by restoring the man over the Governor's head. The grounds recited, near 20 years' service, no prior complaint on record and a cause amounting to a rainstorm on slippery hills, measure the punishment against the fault in exactly the proportionality language the Court had used for the <i>Eagle Galley</i> men on 14 March 1715. The treatment of the two earlier discharges the Governor claimed makes the record the only admissible memory. Penal acts not entered in letter or consultation, with reasons and the man's defence, had no existence the Court would recognise, so Johnson's unrecorded precedents counted for nothing while French's unblemished documentary history counted for everything. The rule converts the consultation book into the servant's protection as well as his master's instrument, since what a Governor failed to enter he could not later use. The Tovey suspension in paragraph 41 carries its own history. Mr Tovey had been third of council and accomptant since 13 March 1719, his gratuity stopped under the letter of 5 March 1720 for the arrears, and he had been the object of a particular spleen once before, when Haswell and Bazett prosecuted him in the affair condemned on 22 February 1716. The Court's framing, animosity and apparent partiality in his case while faulting his duty too, separates the man's failings from the manner of his treatment, the distinction it had drawn for Tovey before. The accusation left unexamined, that Governor Pyke maintained his numerous blacks at the Company's charge, connects to the standing complaints of 11 March 1717 about his private stock at the Company's plantation and the £40 0s 0d a year paid for one of his blacks in the Company's garden. The duty to search it belonged to the whole bench under the personal accountability rule, so the Court's censure runs against Tovey and the rest of you together, the suspension punishing one officer for a failure all shared. Speculations The choice to decide French's case outright from London, rather than remit it for the council's judgment under the new rules, made the gunner's restoration the demonstration case of the reform. A direction to reconsider could be managed by the same Governor who discharged him; an accomplished restoration, arriving in the general letter every member signed for, proved that the council's authority over places was real because the Court would wield it when the council did not. The Court's care to note that French wrote his complaint directly to London continues the protected channel that had served Mr Cleve under Boucher and the <i>Eagle</i> petitioner Adaire under Pyke. Every restoration won by a private letter taught the establishment's lesser servants that the Governor's displeasure was survivable and the Court's justice reachable, which itself disciplined Governors more surely than any single rebuke.
126	123	Captain William Whitaker Commander Blacks at our charge this was pretended to be inquired into and an order thereupon made that Governour Pyke should be acquainted therewith and make out how he bought dyet for them when the Enquiry come to be	The continuation completed the account of the Pyke enquiry. The accusation was that Governor Pyke maintained his numerous blacks at the Company's charge. An enquiry into this was professed, and an order made on it that Governor Pyke should be

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		made and the Examination entered upon the result was that Gov[r] Pyke alledges Toveys charge was false and he desired Tovey to make out his allegation whereas Mr Pyke ought to make out as you directed how he provided and paid for their dyet but instead of this it is only said he charged no more to the Company than what every Planter hath for his Blacks hire and victuals which is a very ambiguous and unsatisfactory answer and should have been Explained by adding what that was and whether that allowance was since the Reduction of their Wages which Governour Pyke valued himself to us so much upon or before We find upon this the Islanders are Spirited up to revive old Complaints against this Tovey but he being dead we shall say no more Our observations about those and the Present Govrs Blacks Who seems to us to be Copying after his Predecessor you will have under the article of our own Blacks. 42: The Affair of Mr Jones the Chaplain taking him out of the desk in the time of Devine Service in that outrageous and Unprece= =ented manner shockt us at the first hearing of it and more so when it was further Explained and the Causes of it Particularizd It was such an Insult upon the Function and so contrary to the Civill as well as the Ecclesiasticall Laws of this Kingdom That we are surpriz= =ed Mr Johnson who knows so much better could be Capable of doing it but of that let Experience teach him better when he comes to England however if there was no law to Coerce such Practices Margin Notes: ab[t] Mr Jones ye Chapl[ain]	acquainted with it and make out how he bought diet for them. When the enquiry came to be made and the examination was entered on, the result was that Governor Pyke alleged Tovey's charge was false and desired Tovey to make out his allegation, whereas Mr Pyke ought to have made out, as the bench directed, how he provided and paid for their diet. Instead of this it was only said he charged no more to the Company than what every planter had for his blacks' hire and victuals, which was a very ambiguous and unsatisfactory answer, and should have been explained by adding what that was, and whether that allowance continued since the reduction of their wages, which Governor Pyke valued himself to the Court so much upon, or dated from before. The Court found that upon this the islanders were spirited up to revive old complaints against Tovey, but he being dead the Court would say no more. Its observations about those blacks, and the present Governor's blacks, who seemed to the Court to be copying after his predecessor, the bench would have under the article of the Company's own blacks. 42: The affair of Mr Jones the chaplain, the taking of him out of the desk in the time of divine service in that outrageous and unprecedented manner, shocked the Court at the first hearing of it, and more so when it was further explained and the causes of it particularised. It was such an insult upon the function, and so contrary to the civil as well as the ecclesiastical laws of England, that the Court was surprised Mr Johnson, who knew so much better, could be capable of doing it. But of that, let experience teach him better when he came to England. However, if there was no law to compel such practices Interpretations The enquiry's inversion of the burden of proof is the procedural fraud the Court dissects. The bench's own order required Pyke to make out how he bought diet for his blacks, the affirmative account a man charging the Company could give from his receipts; at the examination the question was turned round, Pyke demanding Tovey prove the charge, and the bench let it stand. Pyke's answer, that he charged no more than every planter had for his blacks' hire and victuals, conceded that he did charge the Company while hiding the rate behind a custom, and its ambiguity was double: the planter allowance was unstated, and the hire rate had fallen since the reduction from eighteen pence to twelve pence that Pyke claimed as his own reform, so the answer did not even fix which scale he had drawn at. Tovey's death closes a service of nearly a decade. Antipas Tovey had come out as fifth of council and secretary under the commission of 5 March 1713, been dispossessed by Boucher, wounded Wrangham and survived the felony prosecution the Court called unwarrantable violence on 22 February 1716, risen to accomptant in 1719 and lost his gratuity for the arrears in 1720; the islanders spirited up to revive old complaints against him in his last days were working the same vein as Haswell and Bazett before them, and the Court's refusal to say more of the dead man ends the file with the restraint it had asked of the bench. The assault on Mr Jones states the limit of the Governor's power over the church in the strongest terms the correspondence had used. Taking the chaplain out of the desk, the reading desk from which divine service was conducted, during the service itself, violated the protection English law, civil and ecclesiastical alike, threw around public worship, and the Court's observation that Johnson, many years a justice of the peace, knew so much better converts his credential into the aggravation. The threatened lesson when he came to England points at the jurisdictions beyond the Company's, the church courts and the law

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			officers, before which a returning Governor would answer in person. The remark that the present Governor's blacks seemed to be copying after his predecessor extends the diet question from Pyke to Johnson, with the particulars reserved to the article of the Company's own blacks later in the letter. The phrase shows the Court treating the abuse as an office practice that survived its inventor, the reason the remedy throughout this despatch is structural, the council's majority over the Governor, rather than personal. Speculations The spurring up of the islanders against Tovey at the moment he pressed the diet charge reads as the same instrument Johnson used against Powell for the Jones certificate: the Governor's displeasure mobilising dependants to harass the inconvenient. The Court's quiet record of the sequence, charge, inverted enquiry, revived complaints, death, preserves the pattern as evidence while the principal witness could no longer be served by anything but the structural reforms the letter imposes. The chaplain's removal from the desk in mid-service, rather than any private quarrel, suggests Johnson intended a public demonstration that his authority ran over the church as over the stores. Jones's certificate affair shows the parson at the centre of the island's factions, so the outrage was calculated theatre before the assembled inhabitants, and the Court's emphasis on the unprecedented manner registers that the offence lay precisely in the publicity Johnson sought.
127	124	By the Ship Drake We tell you we will never Endure it It seem he did while Officiating in his office act unbecomingly and the Language thereof might be Interpreted Thou art the man but if there had been no Secrett Guilt or great Suspicion of it why such outrageous anger We have reason to beleive Mr Jones is not a man of the Best Moralls but that ought not to warrent unlawfull revenge Be angrey and sin not & avoid all apearance of Evill are two Rules as necessary to Persons in Authority as any their Inferiours if not more So can any of you think that bearing all down before you whether Right or wrong will ever make an Englishman Easy or will stop his mouth from Complaining where he can or will ever Quench the fire which Rigorous kindles in their breast The Common Peoples Judgment of things may make them some= =times argue wrong but they always feel Right when hardly dealt with. 43: The trying Mr Worrall for saying the Governour was a Papist was Justifyable and what ought to be for the Reputation of Governours is to be Preserved But that of Thomas Free Shews a little too much Animosity and Seems not to be so well provd as it ought and he possitively insists on it and had witnesses to prove he heard the Governour Say so as he reported The other Tryalls about Signing the Parsons Certificate seems to us to be as much occasions taken as given and with prudence might have been prevented even so much as giving the handle for Clamour However the trying them by their Countrey rather then Senten cing them by an arbitrary act of the Governour and Councill was right and the more so if the Consultation Entrys are truly made that severall others who owned their faults before the Margin Notes: ab[t] The Tryals of Worrall & Free &c	The continuation completed the judgment on the chaplain's case. If there was no law to compel such practices, the Court told the bench it would never endure them. It seemed Mr Jones did, while officiating in his office, act unbecomingly, and the language of his sermon might be interpreted as saying to the Governor that he was the man. But if there had been no secret guilt or great suspicion of it, the Court asked why there was such outrageous anger. The Court had reason to believe Mr Jones was not a man of the best morals, but that ought not to warrant unlawful revenge. To be angry and sin not, and to avoid all appearance of evil, were two rules as necessary to persons in authority as to their inferiors, if not more so. The Court asked whether any of the bench could think that bearing all down before it, whether right or wrong, would ever make an Englishman easy, or would ever stop his mouth from complaining where he could, or would ever quench the fire which rigour kindled in his breast. The common people's judgment of things might make them sometimes argue wrong, but they always felt right when hardly dealt with. 43: The trying of Mr Worrall for saying the Governor was a papist was justifiable, and what ought to be done, for the reputation of Governors was to be preserved. But that of Thomas Free showed a little too much animosity, and seemed not to be so well proved as it ought, though he positively insisted on it and had witnesses to prove he heard the Governor say so, as he reported. The other trials, about signing the parson's certificate, seemed to the Court to be as much occasions taken as given, and with prudence might have been prevented, even so much as giving the handle for clamour. However, the trying of them by their country, rather than sentencing them by an arbitrary act of the Governor and council, was right, and the more so if the consultation entries were truly made, that several others who owned their faults before the Interpretations The Court's reading of the sermon identifies the spark of the desk affair: Mr Jones preached words that could be taken as the prophet's sentence to the king,

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			thou art the man, the rebuke Nathan delivered to David over Bathsheba, and Johnson's fury at the application was treated by the Court as evidence in itself. The maxim it draws, that only secret guilt or great suspicion of it explains outrageous anger at a preached reproof, turns the Governor's violence into corroboration of whatever the sermon had glanced at, while the parallel finding that Jones was not a man of the best morals refuses the bench the comfort of a simple martyr. The psychology of rigour stated here is the Court's settled doctrine of government restated from 14 March 1715, when just and gentle management was declared the preservative and its excess the road to tyranny. The new formulation grounds it in the governed: an Englishman borne down right or wrong neither rests nor stays silent, and the common people, however wrong in argument, feel right infallibly when hardly dealt with, so harsh government manufactures the clamour it means to suppress, a proposition the island's stream of private letters to London had repeatedly proved. The accusation tried in Mr Worrall's case carried real danger. Calling the Governor a papist in 1721, with the Pretender's cause alive and office closed to Catholics by law, struck at his loyalty and his legal capacity to govern, so prosecution was justifiable for the reputation of Governors; the Thomas Free conviction, by contrast, drew the Court's doubt because the proof seemed thin against a man who positively insisted he heard the words and brought witnesses, the distinction being between defending authority and punishing testimony. Trial by their country names jury trial, the right secured to the islanders by the laws and constitutions of 30 March 1685, which put property, corporal punishment and reputation behind the verdict of twelve men. The Court's approval of that course over an arbitrary act of the Governor and council, even in prosecutions it thought ill-advised, ranks the form of justice above the merits of the particular charges, and its proviso, if the consultation entries were truly made, keeps even that approval conditional on the record's honesty. Speculations The certificate prosecutions are diagnosed as occasions taken as given, which reads the Governor's litigation as strategy: men who signed for the parson were brought to trial on whatever charge offered, so the courtroom continued the embargo laid on Powell by other means. The Court's remark that prudence might have prevented even the handle for clamour faults Johnson for supplying his enemies with the grievance, the political error it weighed as heavily as the injustice. The balanced censure of Jones, believed loose in morals yet protected in function, marks the Court's care to separate the office from the man for its own reasons of state. A chaplain degraded before the inhabitants weakened the religious establishment that catechised slaves, married planters and kept the registers, so the function was defended absolutely while the man was left to answer for his morals in due course, the same severance of office and person the Court applied to its Governors.
128	125	Captain William Whitaker Commander Holding the Sessions and appeared sorry for what they had don[e] were forgiven and not brought to Tryall In a word Governmen[t] will last longest when the Reins of it are held rather with a gentle than very strait hand and Especially when those in power will not forget their Duty of being only a Terror to will doers and a Praise to all that do well and will observe and Comply with the	The continuation completed the observation on the trials. Several others who owned their faults before the holding of the sessions, and appeared sorry for what they had done, were forgiven and not brought to trial. In a word, government would last longest when the reins of it were held with a gentle rather than a very tight hand, and especially when those in power did not forget their duty of being only a terror to wrongdoers and a praise to all that did well, and would observe and

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		Lenity as well as Justice of the Laws they are to walk by and do as they would be done unto. 44: We have very grievous Complaints of Mr Thomas Free's sent us in two letters from him wrote in June and December 1720 of the Governours arbitrary and violent Proceedings and instanc[es] in his Reporting that Mr Free had a wife in England a Relation of Mr Mitchells then one of this Court who told him So which caus[ed] great family uneasiness Mr Mitchell complains of this falsity and that Mr Free's Leg was broke in a Contest on that acco[t] Mr Free adds that the Govr refusd to take Forty Thousand weight of Yams Fifty Goats six head of Cattle and Eight or nine Large Hogs when offerd in part of payment of his Debt But the Governour would take nothing but money though he knew there was none to be got That when he was tryed as aforesaid he could get no Copy of his Inditement though he desired it nor would his Evidence be Sufferd to appear That on the first Seizure of his Estate he was not permitted to dig a yam for his family to eat or to let any Part of his Goods be sold to Shipping That some of his hogs Seized died for want of feeding and that his Estate which is Seized for Two hundred and sixty two pounds of which he had Given Bond for one hundred and Forty one Pounds hath been appraizd by Two Eminent Planters at five hundred eighty eight pounds That he had Since Paid seventy three poun[ds] Margin Notes: complaints from Free	comply with the lenity as well as the justice of the laws they were to walk by, and do as they would be done unto. 44: The Court had very grievous complaints from Mr Thomas Free, sent in two letters from him written in June and December 1720, of the Governor's arbitrary and violent proceedings. The instances ran as follows. The Governor reported that Mr Free had a wife in England, a relation of Mr Mitchell, then one of this Court, who told him so, which caused great family uneasiness; Mr Mitchell complained of this falsity, and Mr Free's leg was broken in a dispute on that account. Mr Free added that the Governor refused to take 40,000 weight of yams, 50 goats, six head of cattle and eight or nine large hogs when offered in part payment of his debt, but the Governor would take nothing but money, though he knew there was none to be got. When Free was tried as described, he could get no copy of his indictment, though he desired it, nor would his evidence be allowed to appear. On the first seizure of his estate he was not permitted to dig a yam for his family to eat, or to let any part of his goods be sold to shipping. Some of his hogs seized died for want of feeding. His estate, which was seized for £262 0s 0d, of which he had given bond for £141 0s 0d, was appraised by two eminent planters at £588 0s 0d. He had since paid £73 0s 0d Interpretations The pardons before the sessions complete the Court's model of criminal administration: confession and contrition before trial earned forgiveness, prosecution being reserved for the obstinate, and the closing maxims fuse Romans 13, the magistrate as terror to wrongdoers and praise to the well-doing, with the golden rule into a standing instruction that lenity is part of the law itself, not an indulgence outside it. Mr Free's debt enforcement, as he stated it, weaponised the island's want of coin. Money had been scarce by design and accident since the currency reforms of 5 March 1713, with the stores and transfers carrying most exchange, so a creditor refusing 40,000 weight of yams, 50 goats, six cattle and eight or nine large hogs, the very forms in which island wealth existed, and demanding the one thing not to be got, chose ruin over repayment. The Court's standing rule from 24 March 1680, that planter debts be recovered preferably in cattle at market price, made produce the proper tender for Company debts, which measures how far the Governor's conduct sat from the Company's own practice. The seizure arithmetic states the oppression in figures. An estate appraised by two eminent planters at £588 0s 0d was taken for a debt of £262 0s 0d, more than half of it already secured by bond for £141 0s 0d and reduced since by £73 0s 0d paid, so the security held was roughly double the debt and still the debtor was denied a yam from his own ground for his family and the sale of his goods to the shipping that was the island's only cash market, while seized hogs died unfed, wasting the very fund the seizure pretended to protect. The trial defects Free alleged, no copy of his indictment though demanded and his evidence not allowed to appear, strip away the substance of the jury trial the Court had just praised in form. The habeas corpus rule and the published fees of 30 March 1685 had been designed to give the islanders English criminal process; a defendant who could not read the charge or call his witnesses had the verdict of his country in name only. The Mitchell connection explains why these complaints, of all the island's grievances, found their mark. The Governor's report that Free kept a wife in England, given on the word of a relation, Mr Mitchell, then a member of the Court itself, dragged a director's family into the slander; Mitchell denounced the falsity

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			from his own knowledge, so the bench faced a complainant corroborated inside the Court, and the broken leg in the dispute that followed turned the false report into bodily harm. Speculations The refusal to let Free sell to the shipping connects his persecution to the embargo pattern already proved against Powell. Sale to the ships was the island's sole conversion of produce into money, so closing that market to a man while demanding payment in money constructed the default it then punished, a sequence too convenient for accident, and the Court's careful listing of both refusals side by side suggests it read the design. The appraisal by two eminent planters at £588 0s 0d, more than double the seizure debt, was Free's shrewdest piece of evidence, since it converted his complaint from feeling to figures the Court could audit. Valuation by substantial neighbours was the island's own probate method, used for the Carne estate reviewed on 22 February 1716, so the Governor could not dismiss the figure without impeaching the class of men whose verdicts his courts depended on.
129	126	By the Ship Drake and would have paid the rest if the Govr would have Accepted what he could raise and sell That for proof of this he petition[d] the Governour and Council the 12 of July Copy whereof he hath sent us we find there was a Council then held but no Entry thereof which we dont like for we Expect all Petitions to you be enterd with the answers thereto for us to Judge of That Mr Powell Interceeding in his behalf with the Governour against Selling his Estate and thereby ruining him offerd besides sever= =all cattle shep and Hogs to lay down Two hundred pounds in Credit for him the Said Free but it would not be taken and Mr Powell was threatnd by the Govr for Appearing in his behalf and for assisting Mr Long to clear his debt to the Company and when Mr Free offerd severall substantiall Planters to be bound for him none would be taken The 1st of October following he made another Petition and offerd to lett Mr Ryder or any body the Govr should appoint to have the Inspection of his Estate to see there were no Embezzlements and did not doubt to clear his debt by march following offering to pay down near one Hun= =dred pounds in live cattle and plate but this also was refused We find a Consultation was holden that day but no notice tak= =en of this petition or offer the Copy whereof he sent us and though the Governour as he Says then seemd to approve his his proposals yet in a day or two after he causes a Publick advertizement to be set up for sale of Frees Estate by order of the Governour and Council though the Council had not agreed to no Such order nor heard of it Till Mr Alexander was Di= =rected to Sign and publish it, That the Order was to Sell the Same for present money and the planters being very few there to buy The military who had none were allowd to Buy and to that end have Credit in the Stores whereby	The continuation carried Free's complaints further. He had since paid £73 0s 0d and would have paid the rest if the Governor had accepted what he could raise and sell. For proof of this he petitioned the Governor and council on 12 July, a copy of which he sent to the Court. The Court found there was a council then held, but no entry of the petition, which it did not like, for it expected all petitions to the bench to be entered with the answers to them, for the Court to judge of. Mr Powell, interceding on Free's behalf with the Governor against selling his estate and thereby ruining him, offered, besides several cattle, sheep and hogs, to lay down £200 0s 0d in credit for Free, but it would not be taken, and Mr Powell was threatened by the Governor for appearing on his behalf and for assisting Mr Long to clear his debt to the Company. When Mr Free offered several substantial planters to be bound for him, none would be taken. On 18 October following he made another petition, and offered to let Mr Ryder, or anybody the Governor should appoint, have the inspection of his estate to see there were no embezzlements, and did not doubt to clear his debt by March following, offering to pay down near £100 0s 0d in live cattle and plate. But this also was refused. The Court found a consultation was held that day, but no notice taken of this petition or offer, the copy of which Free sent to the Court. Though the Governor, as he said, then seemed to approve his proposals, yet a day or two after he caused a public advertisement to be set up for the sale of Free's estate, by order of the Governor and council, though the council had not agreed to any such order, nor heard of it until Mr Alexander was directed to sign and publish it. The order was to sell the estate for present money, and the planters, being very few, were there to buy. The military, who had none, were allowed to buy, and to that end were given credit in the stores, whereby Interpretations The suppressed petitions identify the precise breach in the constitutional machinery. Free's petitions of 12 July and 18 October coincided with consultations actually held, yet neither was entered, so the bench's record showed councils sitting on the very days the documents were ignored; only Free's own copies sent to London revealed the omissions. The Court's rule, that all petitions be entered with the answers for it to judge of, had been the standing protection since the journal reformulation of 14 March 1715, and its evasion here shows why duplicate channels to London were the islanders' real security.

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			The forged collective order completes the case. An advertisement for sale of the estate ran by order of the Governor and council when the council had neither agreed nor heard of it until Mr Alexander, the secretary, was directed to sign and publish, so the Governor borrowed the council's name for an act it never did, the exact abuse the payroll and pricing reforms of this letter had been built to prevent. Alexander's compelled signature shows the secretary's office, the custodian of authenticity, used as the instrument of the falsification. The refused tenders catalogue every form of security the island recognised: livestock and £200 0s 0d in credit from Powell, the bonds of several substantial planters, inspection of the estate by Mr Ryder or any nominee against embezzlement, and near £100 0s 0d down in cattle and plate with the balance promised by March. Each refusal narrowed the case to the conclusion the sale terms then proved, for an estate sold for present money on an island where the few planters had none, while the moneyless military were lent stores credit to bid, was designed to pass Free's £588 0s 0d appraisal to chosen buyers at the Company's own expense in credit. The threatening of Powell for interceding, and for assisting Mr Long to clear his debt, extends the embargo pattern into the suppression of suretyship itself. Long's lease had been the approved improvement of 11 March 1717, so Powell's offence in both cases was helping debtors pay the Company, conduct punishable only under a policy that wanted the debts unpaid and the estates forfeit. Speculations Arming the soldiers with stores credit to buy at the sale created a clientele bound to the Governor twice over, by the favour of the credit and by the title to their purchases, which would stand or fall with him. The device converted Free's ruin into patronage, and at the Company's risk, since the credit so issued breached the part-of-a-month wage cap on soldier trust imposed in the <i>Hartford</i> letter of 5 March 1720. The Governor's seeming approval of the October proposals, followed within a day or two by the sale advertisement, reads as timed deception: approval stopped Free from further appeals or removals of stock while the advertisement was prepared. The Court's careful noting of the interval, from Free's account, preserves the sequence that distinguishes a changed mind from a laid trap.
130	127	Captain William Whitaker Commander and otherwise the Souldiers are in Debt 40, 50 to 60 to a man notwithstanding the Hartfords Letter forbad Cred= =iting them That his Blacks and goods were sold for half their worth and People who would and did bid more Discountenanced and Intimidated That Mr Greentree one of the Appraisers said if the Governr would have let him make the said publick sale he would lay down the money for the amount of said appraisement and could have gaind £100 more That the said Free is Turnd out of house and home hath nothing to subsist on and he knows of no other reason but the Governrs Spleen because he and Mr Ormston his Neigh= =bour conversed together. 45: We state this matter so largely to show you the Complaint we are sorry to find we have others of something of the like nature To Cure all we do positively order that Mr Free or in case of his absence who ever acts for him have a Copy of it and of this Para given him within four days or sooner after receipt hereof That he may be allowed to prove his Assertions if he can and produce his Witnesses in Councill before the Drake Sails and they have Liberty to tell what they know without being brow beat or cutt short for so far as is true we require the Injury he hath sufferd be redresst for so far	The continuation completed the catalogue of Free's complaints. By the stores credit given them, and otherwise, the soldiers were in debt £40 0s 0d, £50 0s 0d to £60 0s 0d a man, notwithstanding the <i>Hartford</i>'s letter forbade crediting them. Free complained that his blacks and goods were sold for half their worth, and that people who would and did bid more were discountenanced and intimidated. Mr Greentree, one of the appraisers, said that if the Governor would have let him make the public sale, he would have laid down the money for the amount of the appraisement and could have gained £100 0s 0d more. Free was turned out of house and home, had nothing to subsist on, and knew of no other reason but the Governor's spleen, because he and Mr Ormston his neighbour conversed together. 45: The Court stated this matter so largely to show the bench the complaint. It was sorry to find it had others of something of the like nature. To cure all, it positively ordered that Mr Free, or whoever acted for him in case of his absence, have a copy of it, and of this paragraph, given him within four days or sooner after receipt of this letter; that he be allowed to prove his assertions, if he could, and produce his witnesses in council before the <i>Drake</i> sailed, and that they have

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		as is not let us know and give Mr Free a Copy thereof for his reply which let him Show you and do you send us with your Remar[ks] thereon Which he ought to know also that the whole of the Case may be before us We require every one of the whole Councill to act Impartially and equally on both Sides in the whole as if the case was their own and as they will answer it to God and Margin Notes: He to have a Copy of ye proceedings & of this par[a]	liberty to tell what they knew without being browbeaten or cut short. So far as was true, the Court required the injury he suffered to be redressed; so far as it was not, the bench was to let the Court know, and give Mr Free a copy of its answer for his reply, which he was to show the bench, and the bench to send to the Court with its remarks on it, which he ought to know also, so that the whole of the case might be before the Court. The Court required every one of the council to act impartially and equally on both sides in the whole, as if the case were their own, and as they would answer it to God and Interpretations The soldier debts of £40 0s 0d to £60 0s 0d a man, run up notwithstanding the <i>Hartford's</i> express cap of part of a month's pay, measure how completely the sale scheme overrode the standing rules. Pay stood at about 21s a month, so each man owed roughly four to five years' wages, debt on the scale that the despatch of 13 March 1719 had recorded as driving desertion, and it was created by the bench's own credit issued for the purpose of bidding at Free's sale. Mr Greentree's testimony converts the half-worth sale into a quantified fraud on both debtor and creditor. An appraiser offering ready money for the full £588 0s 0d appraisal, with £100 0s 0d profit to himself beyond it, proved a cash buyer existed at the very moment the estate went for half its worth to credit-fed soldiers, so the Governor's refusal to let him conduct the public sale chose the worse price knowingly, and the surplus that should have cleared Free's debt and returned his equity under the seizure rule of 5 March 1720 was destroyed by design. The adversarial procedure ordered in paragraph 45 builds a complete trial record by exchange of papers: Free served with the complaint and this paragraph within four days, his witnesses heard in council before the <i>Drake</i> sailed, protected in terms from being browbeaten or cut short; the bench's answer copied to Free for his reply; the reply returned through the bench with its remarks, Free knowing those too. Each side wrote in the other's sight, so neither could colour the file London would judge from, the remedy fitted exactly to a case built on suppressed petitions and one-sided entries. The cause Free assigned, that he conversed with Mr Ormston his neighbour, places his ruin in the network of the Governor's feuds. Joseph Ormiston had come out as the assisting factor for the accounts under the despatch of 13 March 1719, so the persecuted circle, Powell, Jones, Free, Ormiston, comprised the men whose certificates, sermons, testimony and bookkeeping touched the Governor's conduct, and mere conversation with one sufficed to mark the next. The oath formula closing the order, that each councillor act as if the case were his own and as he would answer it to God, invokes the highest sanction the correspondence used, reserved for matters where the Court suspected the whole bench. With the Governor a party, the council sat as judges over their own head under the new majority rules, and the Court bound each man's conscience individually against the collective shelter that had covered the forged sale order. Speculations Setting the hearing before the <i>Drake</i> sailed used the ship's lay days as a procedural clock no one could manipulate. The same despatch discipline that limited her stay to ten days of labour guaranteed the evidence would be taken at once and travel home by the very conveyance that brought the order, denying the bench the years of delay by which earlier enquiries, the Hodgeson land reference and the Jersey bills among them, had been smothered.

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			The choice of Greentree as the named witness carries its own weight, since the Greentrees had served the island since John Greentree's appointment to the council by the commission of 20 February 1678. Testimony from a family of that standing, and from within the appraisal the Governor himself had used, could not be dismissed as the clamour of the disaffected, which is perhaps why Free led with it and why the Court repeated it verbatim.
131	128	By the Ship Drake and would have paid the rest if the Govr would have Accepted what he could raise and sell That for proof of this he petition[d] the Governour and Councill the 12 of July Copy whereof he hath sent us we find there was a Councill then held but no Entry thereof which we dont like for we Expect all Petitions to you be enterd with the answers thereto for us to Judge of That Mr Powell Interceeding in his behalf with the Governour against Selling his Estate and thereby ruining him offerd besides sever= =all cattle shep and Hogs to lay down Two hundred pounds in Credit for him the Said Free but it would not be taken and Mr Powell was threatnd by the Govr for Appearing in his behalf and for assisting Mr Long to clear his debt to the Company and when Mr Free offerd severall substantiall Planters to be bound for him none would be taken The 1st of October following he made another Petition and offerd to lett Mr Ryder or any body the Govr should appoint to have the Inspection of his Estate to see there were no Embezzlements and did not doubt to clear his debt by march following offering to pay down near one Hun= =dred pounds in live cattle and plate but this also was refused We find a Consultation was holden that day but no notice tak= =en of this petition or offer the Copy whereof he sent us and though the Governour as he Says then seemd to approve his his proposals yet in a day or two after he causes a Publick advertizement to be set up for sale of Frees Estate by order of the Governour and Councill though the Councill had not agreed to no Such order nor heard of it Till Mr Alexander was Di= =rected to Sign and publish it, That the Order was to Sell the Same for present money and the planters being very few there to buy The military who had none were allowd to Buy and to that end have Credit in the Stores whereby	The continuation carried Free's complaints further. He had since paid £73 0s 0d and would have paid the rest if the Governor had accepted what he could raise and sell. For proof of this he petitioned the Governor and council on 12 July, a copy of which he sent to the Court. The Court found there was a council then held, but no entry of the petition, which it did not like, for it expected all petitions to the bench to be entered with the answers to them, for the Court to judge of. Mr Powell, interceding on Free's behalf with the Governor against selling his estate and thereby ruining him, offered, besides several cattle, sheep and hogs, to lay down £200 0s 0d in credit for Free, but it would not be taken, and Mr Powell was threatened by the Governor for appearing on his behalf and for assisting Mr Long to clear his debt to the Company. When Mr Free offered several substantial planters to be bound for him, none would be taken. 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The military, who had none, were allowed to buy, and to that end were given credit in the stores, whereby Interpretations The suppressed petitions identify the precise breach in the constitutional machinery. Free's petitions of 12 July and 18 October coincided with consultations actually held, yet neither was entered, so the bench's record showed councils sitting on the very days the documents were ignored; only Free's own copies sent to London revealed the omissions. The Court's rule, that all petitions be entered with the answers for it to judge of, had been the standing protection since the journal reformulation of 14 March 1715, and its evasion here shows why duplicate channels to London were the islanders' real security. The forged collective order completes the case. An advertisement for sale of the estate ran by order of the Governor and council when the council had neither agreed nor heard of it until Mr Alexander, the secretary, was directed to sign and publish, so the Governor borrowed the council's name for an act it never did, the exact abuse the payroll and pricing reforms of this letter had been built to prevent. Alexander's compelled signature shows the secretary's office, the custodian of authenticity, used as the instrument of the falsification. The refused tenders catalogue every form of security the island recognised: livestock and £200 0s 0d in credit from Powell, the bonds of several substantial planters, inspection of the estate by Mr Ryder or any

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132	129	Captain William Whitaker Commander and otherwise the Souldiers are in Debt 40, 50 to 60 to a man notwithstanding the Hartfords Letter forbad Cred= =iting them That his Blacks and goods were sold for half their worth and People who would and did bid more Discountenanced and Intimidated That Mr Greentree one of the Appraisers said if the Governr would have let him make the said publick sale he would lay down the money for the amount of said appraisement and could have gaind £100 more That the said Free is Turnd out of house and home hath nothing to subsist on and he knows of no other reason but the Governrs Spleen because he and Mr Ormston his Neigh= =bour conversed together. 45: We state this matter so largely to show you the Complaint we are sorry to find we have others of something of the like nature To Cure all we do positively order that Mr Free or in case of his absence who ever acts for him have a Copy of it and of this Para given him within four days or sooner after receipt hereof That he may be allowed to prove his Assertions if he can and produce his Witnesses in Councill before the Drake Sails and they have Liberty to tell what they know without being brow beat or cutt short for so far as is true we require the Injury he hath sufferd be redresst for so far as is not let us know and give Mr Free a Copy thereof for his reply which let him Show you and do you send us with your Remar[ks] thereon Which he ought to know also that the whole of the Case may be before us We require every one of the whole Councill to act Impartially and equally on both Sides in the whole as if the case was their own and as they will answer it to God and Margin Notes: He to have a Copy of ye proceedings & of this par[a]	The continuation completed the catalogue of Free's complaints. By the stores credit given them, and otherwise, the soldiers were in debt £40 0s 0d, £50 0s 0d to £60 0s 0d a man, notwithstanding the <i>Hartford's</i> letter forbade crediting them. Free complained that his blacks and goods were sold for half their worth, and that people who would and did bid more were discountenanced and intimidated. Mr Greentree, one of the appraisers, said that if the Governor would have let him make the public sale, he would have laid down the money for the amount of the appraisement and could have gained £100 0s 0d more. Free was turned out of house and home, had nothing to subsist on, and knew of no other reason but the Governor's spleen, because he and Mr Ormston his neighbour conversed together. 45: The Court stated this matter so largely to show the bench the complaint. It was sorry to find it had others of something of the like nature. To cure all, it positively ordered that Mr Free, or whoever acted for him in case of his absence, have a copy of it, and of this paragraph, given him within four days or sooner after receipt of this letter; that he be allowed to prove his assertions, if he could, and produce his witnesses in council before the <i>Drake</i> sailed, and that they have liberty to tell what they knew without being browbeaten or cut short. So far as was true, the Court required the injury he suffered to be redressed; so far as it was not, the bench was to let the Court know, and give Mr Free a copy of its answer for his reply, which he was to show the bench, and the bench to send to the Court with its remarks on it, which he ought to know also, so that the whole of the case might be before the Court. The Court required every one of the council to act impartially and equally on both sides in the whole, as if the case were their own, and as they would answer it to God and Interpretations The soldier debts of £40 0s 0d to £60 0s 0d a man, run up notwithstanding the <i>Hartford's</i> express cap of

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133	130	By the Ship Drake their own Consciences one or two such thoroughly Examind cases will as we hope put a stop to others for the future when the Governours and Governed find the Case may be reheard.	The continuation completed the charge to the council, who were to answer it to God and their own consciences. One or two such cases thoroughly examined would, the Court hoped, put a stop to others for the future, when the Governors and governed found the case might be reheard.

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		46: We are Satisfyd that many of the Islanders are Litigious enough and Mr Free is so far in the wrong as he Denys Mr Griffiths Children to be Orphans though they are minors and their Father dyd Intestate, Therefore the Govr and Councill are by the Laws and Custom Guardians to take care of them but this seems to be but a Small part of the case though It is by the letters and Consultations made to be the whole at least the main of it Whereas Mr Free in his aforementioned propos= =all offerd to desire no more then his wives thirds if what he sent us be a true Copy. 47: From this time forward We Expect and do hereby Order and require all proceedings against the Planters or others be Enterd in Consultations that the Persons concernd have l[i]berty to state their own cases and to prove them as far as they can and be heard with candor and Moderation while they keep close to their own Affairs That their papers or Substance of their proofs when given only Viva Voce be also inserted therein and then your Adjudication with the reasons for our future Information for We will not allow of any Governours bare Say so to be Sufficent to the Prejudice of any The face neither of the poor or of the Rich is to be regarded but only the Merits in Judge= =ment this is Gods Law and we require you to obey it always and towards all persons as remembring you must one day stand at his bar to be judg'd for your own actions good or Evil / Margin Notes: Island Litigious All proceedings ag[ainst] Planters to be Entd in Consultation	46: The Court was satisfied that many of the islanders were litigious enough, and Mr Free was so far in the wrong as he denied Mr Griffith's children to be orphans, though they were minors and their father died intestate, so that the Governor and council were by the laws and custom guardians to take care of them. But this seemed to be but a small part of the case, though by the letters and consultations it was made to be the whole, or at least the main of it, since Mr Free in his proposal mentioned before offered to desire no more than his wife's thirds, if what he sent the Court was a true copy. 47: From this time forward the Court expected, and ordered and required, that all proceedings against the planters or others be entered in consultations; that the persons concerned have liberty to state their own cases and to prove them as far as they could, and be heard with candour and moderation while they kept close to their own affairs; that their papers, or the substance of their proofs when given by word of mouth, be also inserted there, and then the bench's adjudication with the reasons, for the Court's future information. The Court would not allow any Governor's bare say-so to be sufficient to the prejudice of any. The face neither of the poor nor of the rich was to be regarded, but only the merits in judgment. This was God's law, and the Court required the bench to obey it always and towards all persons, remembering they must one day stand at His bar to be judged for their own actions, good or evil. Interpretations The rehearing principle stated at the head, that one or two cases thoroughly examined would stop others when Governors and governed alike found a case might be reheard, articulates the deterrent theory behind the Free procedure. London's review was the appellate jurisdiction the island otherwise lacked, since the Governor sat as sole judge under the constitutions of 30 March 1685, and the knowledge that any judgment could be reopened on a private letter home was designed to discipline the bench in every case it never reviewed. The Griffith guardianship reframes the dispute's legal core. A father dying intestate left his minor children orphans in law whatever their household circumstances, and the laws and custom of the island vested their care in the Governor and council as public guardians, the testamentary jurisdiction the Court had built since the probate orders of 5 March 1713. Free's denial that the children were orphans was therefore wrong, but the Court's audit of his October proposal, where he claimed no more than his wife's thirds, exposes the bench's construction of the case: the wife's third was the widow's customary share of personal estate, fixed in the island's intestacy rules under the by-laws of 20 March 1680, so Free's written claim conceded the children's portions, and the letters and consultations had inflated a settleable succession dispute into the whole pretext for his ruin. Paragraph 47 legislates the permanent remedy: every proceeding against planters or others entered in consultation, the parties stating and proving their own cases, heard with candour and moderation, their papers or the substance of spoken proofs inserted, and the adjudication with reasons recorded for London's information. The express rejection of any Governor's bare say-so abolishes the evidential shortcut on which the Free, Tovey and French cases had all run, and the requirement of reasons makes every judgment reviewable on its stated grounds. The impartiality command quotes the law of Leviticus and Deuteronomy, that neither the face of the poor nor of the rich be regarded but only the merits, and names it God's law, then sets each councillor before the divine bar for his own actions.

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			Scripture supplies what the Company's sanctions could not reach: a Governor beyond the gratuity system's bite and councillors sheltered by distance answered, on this framing, to a jurisdiction with neither. Speculations The Court's verification of Free's proposal against a true copy, with the proviso openly stated, shows it auditing its own complainant by the same documentary standard it applied to the bench. The qualification protected the Court from manipulation by a litigious islander while signalling to the bench the one defence that would succeed: proof that Free's copies were false, a challenge the bench could meet only from the consultation entries it had failed to make. The concession that many islanders were litigious enough, placed at the head of the Court's most sweeping due-process order, anticipates and disarms the bench's likeliest reply. By owning the population's quarrelsomeness first, the Court denied the bench the argument that procedural rights would feed vexatious suits, and located the cure for litigiousness in patient recorded hearing rather than in the summary methods that had multiplied complaints to London.
134	131	Captain William Whitaker Commander 48: We orderd in the Instructions Governour Johnson carryed with him a List of our Covenant and other servants and also of the military with their pay p month or Quarter or other times of payment according to Agreement with them to be sent us yearly that we may see how our annuall charge arrises for so far and the answer thereto was it should be done but it is not we directed severall other thinks of the like nature but they are not observd Do you think We will or ought to be thus Servd any longer without trying to be servd better by changing hands or that we will be therewith conten[t] if you do you will find your Selves mistaken We have herein told the Councill what part of the Direction of our Affairs we Invest them withall That they should not be as so many more machines to move only as the Governour turns the Springs, If our orders are not obeyd let them take their share of the Blame which shall not only be verball nor let think we will longer be conten[t] with their asking pardon for omitting to Comply with our Orders as among others in the Case of non Entry in Consultation of the Price allowed for Governr Pykes Blacks though to Mitigate it it is added they were in the Transfer Journall If that Journall was as Constantly sent as the Consultations should be the Blam[e] was [...] the Less but we Understand it to be in truth only a design to hide ill mannagement hoping that we should not dis= =cover what they must know we could not but condemn when discovered should not they sale of them be first Agreed on in Con= =sultation and at what rates to Warrant the Accomptants putting them into the Transfer Journall In some places of the Letters we find a slight answer given to our Orders that it was before the Govrs time was it therefore before the others have they not been long enough in our Service and Alexander in our Councill Margin Notes: The List of Covenant serv[ts] & others not sent for 1719	48: The Court ordered in the instructions Governor Johnson carried with him that a list of its covenant and other servants, and also of the military, with their pay per month or quarter or other times of payment according to agreement with them, be sent yearly, so that it might see how its annual charge arose. So far the answer to this was as it should be done, but it was not. The Court directed several other things of the like nature, but they were not observed. It asked whether the bench thought the Court would or ought to be served like this any longer without trying to be served better by changing hands, or that it would be content with this. If the bench did, it would find itself mistaken. The Court had told the council in this letter what part of the direction of its affairs it invested the members with, so that they should not be as so many machines, to move only as the Governor turned the springs. If the Court's orders were not obeyed, the members were to take their share of the blame, which would not only be verbal. Nor were they to think the Court would any longer be content with their asking pardon for omitting to comply with its orders, as among others in the case of the non-entry in consultation of the price allowed for Governor Pyke's blacks, though to mitigate it the bench added they were in the transfer journal. If that journal was as constantly sent as the consultations should be, the blame would be the less, but the Court understood it to be in truth only a design to hide ill management, in the hope the Court would not discover what the bench must have known it could not but condemn when discovered. The Court asked whether the sale of the blacks should not have been first agreed on in consultation, and at what rates, to warrant the accountant's putting them into the transfer journal. In some places of the letters a slight answer was given to the Court's orders, that it was before the Governor's time. The Court asked whether it was therefore before the others' time, whether they had not been long enough in its service, and Alexander in its council Interpretations The machine image gives the constitutional doctrine its sharpest statement in the whole correspondence. Councillors who moved only as the Governor turned the springs were instruments, not the joint government the commissions created, so the Court declares the members invested with part of the direction of its affairs in their own right, with a share of blame, not only verbal, for every disobeyed order. The threat names the gratuity sanctions and dismissal behind the words, the graduated penalties standing since 13 March

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			1719, and the alternative of changing hands repeats the warning issued earlier in this letter over the pricing entries. The Pyke blacks entry exposes the transfer journal used as a hiding place. The sale's price and rates belonged first in consultation, the deliberative record the bench signed and London read entire; entering the transaction only in the accountant's transfer journal, a book not constantly sent home, placed it where discovery waited on the accounts that were chronically years in arrears. The Court's question, whether the sale should not have been agreed in consultation to warrant the accountant's posting, restates the order of authority the stores procedure had fixed since 24 March 1680: the journal records what the council decides, and a posting without a consultation behind it was an act without warrant. The before-the-Governor's-time excuse is dismantled by the bench's own composition. Mr Alexander had served the island's administration since the Boucher years and sat in council since 13 March 1719, and the other continuing officers had been long enough in the service to know every standing order pleaded as ancient history, so the plea protected no one but Johnson and convicted the rest of letting the new Governor's ignorance stand as the bench's answer. The yearly pay list unperformed in paragraph 48 was the same return ordered in paragraph 42 of the <i>Hartford</i> letter of 5 March 1720, military and gunroom, council salaries and every wage earner, the foundation of the Court's budget for an island whose standing charge was meant to be its greatest expense. The Court's phrase, that the answer was as it should be done but it was not, catches the bench's settled method of promising the form while withholding the thing. Speculations The Court's acceptance that the blame would be less if the transfer journal travelled as constantly as the consultations offers the bench a test it knew the bench would fail. The journal's irregular transmission was the very fact that made it a hiding place, so the mitigation invited was self-destroying: to claim it, the bench would have to show a record of despatch that did not exist, and the offer's failure would prove the design the Court already understood. The phrase that blame shall not only be verbal marks the letter's turn from censure to consequence, and its placing immediately after the machines passage aims the warning at the councillors rather than the Governor. Johnson's office sheltered him until recall; the members' gratuities, places and bread were within the Court's yearly reach, so the Court armed the majority rules of this letter with personal stakes, calculating that councillors who answered with their own pay would find the independence the constitution had failed to give them.
135	132	By the Ship Drake too but if not was it below you to take the trouble to look back and Examine the Registers and accounts to answer what we require to know as far as you could. 49: The next Branch of this Head is the article of our Acco[ts] and herein the best thing we find done is the sending the State of the Debts and Credits of the Island but even in this we find notwithstanding or so positive orders that many of the Peoples debts are increased considerably more in the year 1719 (reaching we Suppose to the 25th of march 1720 than they were the year before and some that were Credit= =ors become Large Debtors By these Acco[ts] we have reason Justly to apprehend That the Complaints in the peoples lett[r]s before us are too well groundid to wit that many of the planters can have no Credit in the Stores but others of them and of the military and Civill officers and their Dependants have what credit they Please if they are but	The continuation completed the question to the council, and to Alexander in it too. If the matter was before their time, the Court asked whether it was below them to take the trouble to look back and examine the registers and accounts, to answer what it required to know as far as they could. 49: The next branch of this head was the article of the Company's accounts, and here the best thing the Court found done was the sending of the state of the debts and credits of the island. But even in this it found, notwithstanding such positive orders, that many of the people's debts increased considerably more in the year 1719, reaching, the Court supposed, to 25 March 1720, than they were the year before, and that some who were creditors became large debtors. By these accounts the Court had reason justly to fear that the complaints in the people's letters before it were too well grounded, namely that many of the planters could

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		in the Governours favour this we nither can nor will allow of and now tell you, If we find any Credit allowed without the Consent of the Councill enterd down in Consultation with the reasons we expect y[ou] shall make it good for it is a direct breach of our Orders and your Covenants nor shall such Credit be given unless to such as are able and do repay it in a reasonable time and whether the people are or not you are able to know. 50: How far what Mr Free alledges is true we expect your answer to but if it be all or maded any part true which he alledges It is a Positive breach of those Orders Mr Johnson carryed with him wherin Para 31 We Directed no Souldiers should have above a months Credit till that was cleard Margin Notes: ab[t] ye articles of ye accompts ab[t] Credit Given to Souldiers	have no credit in the stores, but others of them, and of the military and civil officers and their dependants, had what credit they pleased if they were but in the Governor's favour. This the Court neither could nor would allow, and it now told the bench that if it found any credit allowed without the consent of the council, entered down in consultation with the reasons, it expected the giver to make it good, for it was a direct breach of its orders and their covenants. Nor was such credit to be given unless to such as were able, and did, repay it in a reasonable time, and whether the people were or were not able the bench was in a position to know. 50: How far what Mr Free alleged was true the Court expected the bench's answer to. But if it was all, or any part, true which he alleged, it was a positive breach of those orders Mr Johnson carried with him, in which at paragraph 31 the Court directed no soldiers should have above a month's credit until that was cleared Interpretations The debt movements in the 1719 accounts give the favouritism its statistical signature. Aggregate debts rising considerably in a single year to 25 March 1720, with some creditors turned large debtors, traced the stores credit flowing by favour rather than by capacity to pay, and the pattern matched the people's letters exactly: planters out of favour could get no credit at all, while favoured planters, officers and their dependants drew what they pleased. The Court's method here, reading the political complaint out of the bookkeeping, applies to the whole island the technique it had used on the arrack gallons and the table charges. The personal liability rule for credit completes the chain of guarantees built through this letter. Credit allowed without the council's consent entered in consultation with reasons fell on the giver to make good, as the unauthorised customs exemptions and soldier trusts already did, and the rule's second limb, that credit go only to those able to repay in reasonable time, fixes a solvency test the bench could not plead ignorance of, since the annual list of families with lands, cattle and blacks told it every inhabitant's substance. The covenant language raises the stakes above the gratuity system. Every officer served under a covenant, the sealed agreement securing his obligations, often backed by bond, so naming unauthorised credit a breach of their covenants opened the remedy of suit on the bond in England, the sanction that had secured Boucher's account current in 1713, against officers otherwise beyond reach. Paragraph 50's cross-reference convicts the Free sale out of Johnson's own portmanteau. Paragraph 31 of the instructions he carried in 1719 capped soldiers at a month's credit until cleared, so the £40 0s 0d to £60 0s 0d a man lent for bidding at the sale breached the very orders the Governor had transported, and the Court's framing, that any part of Free's allegations being true established the positive breach, detaches the disciplinary conclusion from the harder question of the Governor's motives. Speculations The Court's acknowledgment that the debts-and-credits state was the best thing done is calibrated praise with a purpose: the one return faithfully sent was the one that exposed the rest. By commending it, the Court encouraged the continuance of the very instrument it was using against the bench, while teaching that compliance and concealment had become incompatible, since every honest account would now be read against the others' silence. The double standard in credit, famine for the disfavoured and plenty for the favoured, also explains the depopulation the Court had worried at since the easy land sales paragraph. A planter denied stores

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			credit could neither bridge bad seasons nor buy seed and clothing, so disfavour worked as slow expulsion, and the Court's insistence on the solvency test cut both ways, stopping the favourites' unlimited draw while guaranteeing the creditworthy outsider his moderate supply.
136	133	By the Ship Drake Names are the same with those represented to us to be the Governours Creatures and make bates others such as Mr Alexander and Mr Goodwin Mr Lacy &c our Covenant or Merchantile or military officers. 52: We would willingly believe the Accounts given in your Letter of the 29 Decemr 1720 of your recovering as you are able y[e] Debts owing to us and which the Governour in his Particular Letter Says occasions the People to Clamour against him and in that view we say we are glad to find you begin at length to observe our orders we expect you hold on to the end but then dont by degrees as you find the people able more or less take what they can supply you with that is moneys worth and look sharp after them that they dont Embezzle or secretly convey to others the Inheritance or Produce of their Plantations or live stock when they Supply the Ships take care the Captains or Officers Account to you for the Amount and do you give the D[e]bto[r]s Credit for it in their Accounts and where reall necessity requires it allow stores for their and familys use for some part of what you Credit them for as suppliess the Ships or Paid you otherwise our meaning in short is this get in their debts as well and as soon as you can by these and such like methods that may not at once ruin them But if any are Spendthrifts and will run out all then secure what you are able the Sooner the better. 53: We find in the Consultations of 6th Feby 1720 the Governour reports an Error was discovered in Governours Pykes Acco[t] of £428: 2: 7 for which he was not but should have been Debited and another in Mr Thomlinsons of £35: 10: 7 Margin Notes: To be ye Credit of what those Indebted on M.C. dispose of to shipping ab[t] ye mistake in making up Govr Pykes acco[t] before he went off[f] & Mr Thomlinsons	The continuation completed the observation on the debtors. Some of those people's names were the same as those represented to the Court to be the Governor's creatures and make-baits, others such as Mr Alexander, Mr Goodwin, Mr Lacy and the like the Company's covenant or mercantile or military officers. 52: The Court would willingly believe the accounts given in the bench's letter of 29 December 1720 of its recovering, as it was able, the debts owing to the Company, which the Governor in his particular letter said occasioned the people to clamour against him. In that view the Court said it was glad to find the bench began at length to observe its orders, and expected it to hold on to the end, but to do it by degrees as it found the people able, more or less. The bench was to take what they could supply it with, that is, money's worth, and to look sharp after them, so that they did not embezzle or secretly convey to others the inheritance or produce of their plantations or live stock. When they supplied the ships, the bench was to take care the captains' or officers' accounts came to it for the amount, and as it gave the people credit for it in their accounts, and where real necessity required, it was to allow them stores for their and their families' use, for some part of what it credited them for, as they supplied the ships or paid the bench otherwise. The Court's meaning in short was this: get in their debts as well and as soon as possible by these and such like methods, so that it might not at once ruin them. But if any were spendthrifts and would run out all, then the bench was to secure what it was able, and the sooner the better. 53: The Court found in the consultations of 6 February 1720 that the Governor reported an error discovered in Governor Pyke's account of £428 2s 7d, for which he was not, but should have been, debited, and another in Mr Thomlinson's of £35 10s 7d Interpretations The creatures and make-baits observation closes the circle on the debtors' list: the names owing largest were the same names the people's letters identified as the Governor's instruments and his stirrers of quarrels, alongside the Company's own covenant, mercantile and military officers. A make-bait was a deliberate fomenter of strife, so the Court's sources had described a faction maintained by stores credit and employed in the harassment of the disfavoured, and the accounts now priced that faction man by man. The recovery doctrine in paragraph 52 balances collection against the island's survival. Debts were to come in by degrees as the people were able, in money's worth, the produce and cattle that the island's moneyless economy could actually yield and that the Governor had refused from Free; ship supplies by debtors were to be captured at source, the captains' accounts passing to the bench and the proceeds credited against the debt, with stores allowed back for family necessity out of part of what was credited. The design keeps the debtor producing while the debt amortises, against the alternative the Free case exemplified, seizure that destroyed the asset and the man together, with the single exception of spendthrifts running out their estates, where speed of securing was the only protection. The watch ordered against secret conveyance of inheritance, produce or live stock anticipates the debtor's classic defence against a collecting creditor, the transfer of assets to kin and friends before distraint. On an island where the plantation register

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137	134	By the Ship Drake Names are the same with those represented to us to be the Governours Creatures and make bates others such as Mr Alexander and Mr Goodwin Mr Lacy &c our Covenant or Merchantile or military officers. 52: We would willingly believe the Accounts given in your Letter of the 29 Decemr 1720 of your recovering as you are able y[e] Debts owing to us and which the Governour in his Particular Letter Says occasions the People to Clamour against him and in that view we say we are glad to find you begin at length to observe our orders we expect you hold on to the end but then dont by degrees as you find the people able more or less take what they can supply you with that is moneys worth and look sharp after them that they dont Embezzle or secretly convey to others the Inheritance or Produce of their Plantations or live stock when they Supply the Ships take care the Captains or Officers Account to you for the Amount and do you give the D[e]bto[r]s Credit for it in their Accounts and where reall necessity requires it allow stores for their and familys use for some part of what you Credit them for as supplyss the Ships or Paid you otherwise our meaning in short is this get in their debts as well and as soon as you can by these and such like methods that may not at once ruin them But if any are Spendthrifts and will run out all then secure what you are able the Sooner the better. 53: We find in the Consultations of 6th Feby 1720 the Governour reports an Error was discovered in Governours Pykes Acco[t] of £428: 2: 7 for which he was not but should have been Debited and another in Mr Thomlinsons of £35: 10: 7 Margin Notes: To be ye Credit of what those Indebted on M.C. dispose of to shipping ab[t] ye mistake in making up Govr Pykes acco[ts] before he went off[f] & Mr Thomlinsons	The continuation completed the observation on the debtors. Some of those people's names were the same as those represented to the Court to be the Governor's creatures and make-baits, others such as Mr Alexander, Mr Goodwin, Mr Lacy and the like the Company's covenant or mercantile or military officers. 52: The Court would willingly believe the accounts given in the bench's letter of 29 December 1720 of its recovering, as it was able, the debts owing to the Company, which the Governor in his particular letter said occasioned the people to clamour against him. In that view the Court said it was glad to find the bench began at length to observe its orders, and expected it to hold on to the end, but to do it by degrees as it found the people able, more or less. The bench was to take what they could supply it with, that is, money's worth, and to look sharp after them, so that they did not embezzle or secretly convey to others the inheritance or produce of their plantations or live stock. When they supplied the ships, the bench was to take care the captains' or officers' accounts came to it for the amount, and as it gave the people credit for it in their accounts, and where real necessity required, it was to allow them stores for their and their families' use, for some part of what it credited them for, as they supplied the ships or paid the bench otherwise. The Court's meaning in short was this: get in their debts as well and as soon as possible by these and such like methods, so that it might not at once ruin them. But if any were spendthrifts and would run out all, then the bench was to secure what it was able, and the sooner the better. 53: The Court found in the consultations of 6 February 1720 that the Governor reported an error discovered in Governor Pyke's account of £428 2s 7d, for which he was not, but should have been, debited, and another in Mr Thomlinson's of £35 10s 7d Interpretations

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			The creatures and make-baits observation closes the circle on the debtors' list: the names owing largest were the same names the people's letters identified as the Governor's instruments and his stirrers of quarrels, alongside the Company's own covenant, mercantile and military officers. A make-bait was a deliberate fomenter of strife, so the Court's sources had described a faction maintained by stores credit and employed in the harassment of the disfavoured, and the accounts now priced that faction man by man. The recovery doctrine in paragraph 52 balances collection against the island's survival. Debts were to come in by degrees as the people were able, in money's worth, the produce and cattle that the island's moneyless economy could actually yield and that the Governor had refused from Free; ship supplies by debtors were to be captured at source, the captains' accounts passing to the bench and the proceeds credited against the debt, with stores allowed back for family necessity out of part of what was credited. The design keeps the debtor producing while the debt amortises, against the alternative the Free case exemplified, seizure that destroyed the asset and the man together, with the single exception of spendthrifts running out their estates, where speed of securing was the only protection. The watch ordered against secret conveyance of inheritance, produce or live stock anticipates the debtor's classic defence against a collecting creditor, the transfer of assets to kin and friends before distraint. On an island where the plantation register and the annual lists recorded every holding and beast, concealment meant precisely such conveyances, and the bench's knowledge of every family's substance made detection a matter of diligence rather than difficulty. The two account errors opening paragraph 53 both run in the officers' favour: Governor Pyke not debited £428 2s 7d that should have stood against him, and Mr Thomlinson, the late chaplain whose balance had been settled by bills on his transfer to Bengal under the despatch of 13 March 1719, short-debited £35 10s 7d. Errors of that size and direction in senior accounts, surfacing only at the consultation of 6 February 1720, extend the pattern of the Haswell list, where every mistake favoured the debtor against the Company. Speculations The Governor's particular letter pleading that debt recovery caused the people's clamour attempted to convert the complaints into proof of his diligence, and the Court's reply dismantles the device by agreeing with the policy while regulating the method. Praise for beginning at length to obey, joined to the gradualist rules, leaves Johnson no cover: clamour from measured collection in money's worth would indeed be groundless, so any future outcry would mark departures from the prescribed manner, not the recovery itself. The instruction to intercept ship payments through the captains' accounts also closes the cash leak that had kept the debts uncollectable. Sales to shipping were the islanders' one source of coin and bills, paid directly to the seller and invisible to the stores, so a debtor could trade for years while his account stood still; routing the proceeds through the bench converted every ship's call into a collection day without taking a beast or a yam from the ground.
138	135	Captain William Whitaker Commander and thereupon Letters were wrote to both by the Hartford this for so far was well done but we cant say so of those who made up the Accounts at both their Departures nor of any of you that did not advise this in the Letters to us nor can we find out how to make this agree with your State of the Islands account	The continuation completed the account of the two errors. Letters were written on them to both men by the <i>Hartford</i>. So far this was well done, but the Court could not say so of those who made up the accounts at both their departures, nor of any of the bench who did not advise this in the letters to the Court, nor could the Court find out how to make it agree with the bench's

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		beforementioned wherein you make Govr Pyke stand a Dr £528 These things we cant allow of they must be Remydyd and brought to certainty which can never be done without the Accounts being annually sent and here we cant but observe that Even Mr Tovey Mr Ormston and Mr Lacy who were the Accomptants or Assistants must be turnd out on pretence of their being Dilatory could not others have been added to them till they were brought up and then when they were compleated and you had choise of hands you might have laid them by but not before It looks to us that notwithstanding the mighty Zeal pretended to get our accounts brought up something else was at the bottom For Tovey possitively affirmd the Quarrell with him was becaus[e] he desird to have the Transfer Book to peruse whereby he might be able to carry on the accounts with certainty and see whether those made for Governr Pykes account were true or fraudelent Wherefore we require Mr Ormston to Examine his account througly and any others who have had a Large Credi[t] therein. 54: We cant omit mentioning and open disobedience to our order[s] with relation to Mr Thomlinson the Chaplain which orders Mr Johnson Carryd with him We therein directed that what Transfers had been allowed him in our Stores by which he becam[e] Creditor should be Deducted out of his account and he to	state of the island's account mentioned before, in which it made Governor Pyke stand a debtor £528 0s 0d. These things the Court could not allow; they had to be remedied and brought to certainty, which could never be done without the accounts being annually sent. Here the Court could not but observe that even Mr Tovey, Mr Ormston and Mr Lacy, who were the accountants or assistants, must be turned out on a pretence of their being dilatory. Could not others have been added to them until the accounts were brought up, and then, when they were completed and the bench had choice of hands, it might have laid them by, but not before. It looked to the Court as if, notwithstanding the mighty zeal professed to get the accounts brought up, something else was at the bottom. For Tovey positively affirmed the quarrel with him was because he desired to have the transfer book to peruse, by which he might be able to carry on the accounts with certainty, and see whether those made for Governor Pyke's account were true or fraudulent. The Court therefore required Mr Ormston to examine his account thoroughly, and any others who had a large credit in it. 54: The Court could not omit mentioning an open disobedience to its orders with relation to Mr Thomlinson the chaplain, which orders Mr Johnson carried with him. The Court there directed that what transfers had been allowed him in its stores, by which he became creditor, should be deducted out of his account, and he to make Interpretations The Pyke figures will not reconcile, and the Court says so in terms: an error of £428 2s 7d reported undebited, against a state of the island's account making him debtor £528 0s 0d, with the accountants who closed his books at his departure and the bench that stayed silent in its letters all answerable for the £100 0s 0d the records cannot explain. The demand that the matter be brought to certainty, possible only with accounts annually sent, ties the whole tangle back to the arrears that had run since Haswell's day. The dismissal of the entire accounting line, Mr Tovey, Mr Ormston and Mr Lacy together, on the pretence of dilatoriness, is read by the Court against its own staffing rule: a bench short of hands adds them, as the <i>Drake</i> letter itself directed for the secretary, and lays off only when the books are up and choice exists. Turning out every man who knew the books, while professing mighty zeal to bring them up, inverted the remedy, so the Court concludes something else was at the bottom, its strongest written finding of pretext against the Johnson government. Tovey's dying affirmation supplies the something else. His quarrel began, he positively affirmed, when he asked for the transfer book to peruse, the one record that would let him carry the accounts forward with certainty and test whether the entries made for Governor Pyke's account were true or fraudulent, the very sale the bench had hidden from consultation in the transfer journal. The accountant was suspended for seeking the document his office required, which converts his suspension from a discipline case into the suppression of an audit, and the Court's remedy, that Mr Ormston examine his own account thoroughly with every other large credit, restarts the audit Tovey was stopped from making. Paragraph 54 opens a parallel suppression around Mr Thomlinson's settlement. The orders Johnson carried in 1719 required the chaplain's stores transfers, the credits that made him the Company's creditor, deducted from his account and tested before his balance was paid by bills, and the Court names the bench's failure an open disobedience, the same instructions disobeyed by the man who transported them, the charge first laid in paragraph 2 of this letter.

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			Speculations The clearance of Tovey, Ormston and Lacy in one stroke removed every hand that had posted, assisted or could read the Pyke entries, which suggests the purge's design was the books' silence rather than their completion. Dead, dismissed or discredited witnesses cannot examine a transfer journal, and the Court's countermove, ordering the examination by Ormston himself with his own account first, both restores a purged man and makes the audit begin where suspicion could be cleared or fixed. The Court's care to record that letters by the <i>Hartford</i> went to both Pyke and Thomlinson shows the recovery pursued across presidencies: Pyke at Fort Marlborough and Thomlinson in Bengal remained debtors within the Company's reach, their balances collectable through the accounts of their new stations, so the island's errors travelled with the men, and the bench's concealments delayed but could not extinguish the charge.
139	136	By the Ship Drake make the best of them but what the Company owed him should be paid and gave our reason for the said order and that he was to have no further Gratification made him then his Surplus house Rent nevertheless We find he had a further allowance of the pay of two Servants for the year 1718 and to the time of his Discharge in July 1719 which is directly contrary to the orders in the Generall Letter of the 22th Feby 1716 Para 49 where we forbid his having on our account any more then one Black of ours and that only as to attend on him not that we were to pay wages to him for his own The Consultations further Show that be= =sides these you furnisht a Credit to John Thwaites of £25 To Sargeant Worrall of £30 To Henry Johnson of £20: 6 and to Samuell Price the Marshall of £6: all these to pay Mr Thomlinson what they owed him whereby his Bill of Exchange on us was so much Augmented and we paid it her[e] but whether the Sumes have been good to you we dont know We have reason to fear they have not because we find them among the list of Drs to owe still great Sumes of money and all the reason you give us was that they were to give Bonds for these Sumes advanced as aforesaid and their former Debts as if a Bond was not a Debt like that in the Store Book What can any of you Say for going contrary to our orders in Such a Flagrant Manner. 55: This leads us to take Notice of the Transfers or giving people Credit in our Stores We cant bear the thoughts of this kind of mannagement It must and we require it be Stopt we have hinted at it before herein In our 31th Para of the orders sent by Govr Johnson we told you the Evill we Sufferd by Transfers Margin Notes: Relating to the [...]ating Mr Thomlinson his account Relating to Trans fers	The continuation completed the Thomlinson orders. The chaplain was to make the best of his transfers, but what the Company owed him should be paid, and the Court gave its reason for the order, and directed that he was to have no further gratuity made him than his surplus house rent. Nevertheless the Court found he had a further allowance of the pay of two servants for the year 1718 and to the time of his discharge in July 1719, which was directly contrary to the orders in the general letter of 22 February 1716 at paragraph 49, where the Court forbade his having on its account any more than one of its blacks, and that one only to attend on him, not that the Court was to pay wages to him for his own. The consultations further showed that besides these the bench furnished a credit to John Thwaites of £25 0s 0d, to Serjeant Worrall of £30 0s 0d, to Henry Johnson of £20 6s 0d and to Samuell Price the marshal of £6 0s 0d, all these to pay Mr Thomlinson what they owed him, by which his bill of exchange on the Court was so much augmented, and the Court paid it there. But whether the sums had been good to the bench the Court did not know. It had reason to fear they had not, because it found the men among the list of debtors who still owed great sums of money, and all the reason the bench gave was that they were to give bonds for these sums advanced as described, and for their former debts, as if a bond were not a debt like that in the store book. The Court asked what any of the bench could say for going contrary to its orders in such a flagrant manner. 55: This led the Court to take notice of the transfers, or giving people credit in its stores. It could not bear the thought of this kind of management. It must be, and the Court required it be, stopped. The Court had hinted at it before in this letter. In the 31st paragraph of the orders sent by Governor Johnson the Court told the bench the evil it suffered by transfers Interpretations The Thomlinson settlement breached a five-year-old personal order. Paragraph 49 of the despatch of 22 February 1716 had confined the chaplain to one Company black for attendance only, with no wages for his own, after the dispute over hiring his slaves to the fortifications, yet the bench paid him an allowance for two servants through 1718 to his discharge in July 1719, so the prohibition the Court could cite by paragraph had simply lapsed on the island, the failure of the extract book made concrete in money. The mechanism of the four credits converts the island's bad debts into London cash for the departing chaplain. Thwaites, Serjeant Worrall, Henry Johnson and Price the marshal owed Thomlinson privately; the bench credited each in the stores to pay him, his Company balance swelled accordingly, and his bill of

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			exchange on the Court was paid in London at full value. The Company thereby bought four private debts at face, and the debtors stood in its books among those still owing great sums, so the risk of their insolvency passed from Thomlinson to the Court at the stroke of four entries. The bench's defence, that the men were to give bonds for the advances and their former debts, is dismissed with the Court's driest logic: a bond was a debt like that in the store book. Converting book debt into bond debt changed the instrument, not the solvency of the debtor, and the bonds' only practical effect was to dress the transaction as secured while the security remained the same doubtful men. Samuell Price's office of marshal places the court system's executive officer among the debtors relieved. The marshal attended the sessions, kept prisoners and executed the judgments of the Governor's court, so his £6 0s 0d, the smallest of the four credits, drew even the machinery of justice into the web of stores credit and private obligation the letter had been tracing. Speculations The timing of the four credits, clustered at Thomlinson's discharge in July 1719, suggests the settlement was hurried through in the new Governor's first weeks, when Johnson had arrived with the very orders requiring the chaplain's transfers tested before payment. A bench that wanted Thomlinson gone quietly, and Thomlinson, who wanted his balance whole, both gained by the device; only the Company, paying the augmented bill in London, lost, which is the precise inversion the Court's phrase flagrant manner marks. The Court's admission that it paid the augmented bill there before discovering the padding shows the structural weakness the annual accounts were meant to cure: bills of exchange fell due in London months before the books that explained them arrived, so the Court's treasury honoured first and audited after. Every reform in this letter pressing the accounts' despatch works to close that gap, since a Court that could read the credits before the bill presented would have stopped this one at sight.
140	137	Captain William Whitaker Commander our Souldiers owing thereby more then they were able to pay and the poor planters Debts to the Rich ones were assigned over to us In answer to this yours of the 21th Decemr 1719: 23th Para tells us you are Satisfisfyd we had reason to Complain but now it is better and no Transfer can be Enterd but in Consultation and you take care to Satisfy your Selves how each persons affairs stand lest you should give too much Credit are the great debts aforementioned any proof of this Is it not plain notwithstanding our so peremptory and repeated orders the evill continues and our Estate is diminisht by your Carelessness or else by your Corruption and Infidelity. 56: To put an end at last to this we Say we will allow no more Transfers on our account and do you permit them at your perill except for moneys we really owe to workmen or others to whom we actually become indebted and if they desire to pay others all or part of what we (that is you on our Account) owe them allow such Transfers but let the order for them be Enterd in Consultation with the reason naming the person on whose acc[t] Such Transfer is made for what sume and to whome We See n[o] reason why we should any farther than this keep the Accounts of the Islanders You urge as a reason for so many Transfers that you have no money to Circulate The Copper money you found in the Chest in the Store room and there it remains ban[k] Bills no body cares to take for fear of loosing does not this plain ly Show that you keep even the Accounts of the Inhabitants and to us it seems Evident That the fondness for Transfers is to cover what you would not	The continuation completed the recital of the standing complaint. The evil the Court suffered by transfers was that its soldiers came to owe more than they were able to pay, and the poor planters' debts to the rich ones were assigned over to the Company. In answer to this, the bench's letter of 21 December 1719 at paragraph 23 told the Court it was satisfied the Court had reason to complain, but that now it was better, no transfer could be entered but in consultation, and the bench took care to satisfy itself how each person's affairs stood, lest it should give too much credit. The Court asked whether the great debts mentioned before were any proof of this. It was plain that, notwithstanding its so peremptory and repeated orders, the evil continued and the Company's estate was diminished, by the bench's carelessness or else by its corruption and infidelity. 56: To put an end at last to this, the Court said it would allow no more transfers on its account, and the bench permitted them at its peril, except for moneys the Company really owed to workmen or others to whom it actually became indebted. If they desired to pay others all or part of what the Company, that is the bench on the Company's account, owed them, the bench was to allow such transfers, but the order for them was to be entered in consultation with the reason, naming the person on whose account the transfer was made, for what sum and to whom. The Court saw no reason why it should any further than this keep the accounts of the islanders. The bench urged as a reason for so many transfers that it had no money to circulate.

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		have us know and when we see the accounts we can make little of them as to Certainty as in that of Mr Thomlinsons aforesaid sent by the King George he is Dr so Margin Notes: Transfers to be made if future	The copper money the bench found in the chest in the storeroom, and there it remained, because, the bench said, nobody cared to take the bills for fear of losing. The Court asked whether this did not plainly show that the bench kept even the accounts of the inhabitants. To the Court it seemed evident that the fondness for transfers was to cover what the bench would not have it know, and when it saw the accounts it could make little of them as to certainty, as in that of Mr Thomlinson described before, and the <i>King George</i>, whose debits were so much Interpretations The transfer ban in paragraph 56 redraws the limits of the Company's bookkeeping. Transfers survive only where the Company itself owes money, such as wages to workmen. A creditor of that kind may direct his payment to a third party, and the consultation entry must then name whose account was charged, the sum and the recipient. Everything else ends absolutely. The assignment of private debts between islanders through the Company's books is abolished, because the Court saw no reason to keep the accounts of the inhabitants. The stores had grown into the island's clearing house for all private obligation, and that role was the engine that had shifted the poor planters' debts onto the Company since the abuses recited in 1719. The choice the Court offers the bench, carelessness or else corruption and infidelity, uses the formal language of covenant breach. Infidelity meant unfaithfulness in a sworn servant, the charge that forfeited bond and place. The sentence therefore allows only two readings of the continuing evil, and both disqualify the officers; the gentler reading is merely cheaper to punish. The copper in the chest destroys the bench's excuse about money. The bench pleaded that it had no money to circulate, yet the copper supplied under the coin reforms lay unissued in the storeroom. The bench's stated reason was that nobody would take the bills for fear of losing by them, and the distrust of the paper notes had spread to the coin held alongside them. A bench that withheld the small money it possessed, while recording every transaction as a transfer, had preferred the system that obscured over the system that settled. That preference is the Court's evidence that the fondness for transfers existed to cover what the bench wanted hidden. The <i>King George</i> joins Mr Thomlinson as the second named account the Court could not bring to certainty. She was the homeward ship from the Coast and Bay that arrived in March 1720, and her debits in the island's books were overstated. The uncertainty therefore ran from a chaplain's settlement to the accounts of the fleet itself. Speculations The islanders' refusal of the bills suggests that the bench's own reputation had undermined the currency. Notes signed by a council whose Governor forged sale orders, and whose stores sold goods below cost, were paper issued by a doubted house. Preferring a book transfer, a claim standing in the Company's ledger, over such paper was rational caution. The transfer ban therefore forces a test: either the bench makes its money trustworthy enough to circulate, or exchange on the island stops, because the books are now closed to private dealings. The surviving exception for the Company's real debts is drafted so that every remaining transfer reads as a plain sentence: who was owed, how much, and who received it. That form converts the transfer journal from a hiding place, where Pyke's blacks and Thomlinson's credits had been buried, into a list of payments as legible as a cash book. Allowing the instrument to survive in that shape is the quiet point of the rule.

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141	138	By the Ship Drake much to Sundry Accounts and to store goods and so to Captain Collet and Ormston but no particulars and so again Cr by Ballance of last Account by Garrison and by Sundrey Accounts but no Journall parcels to Show how these Severally arise for us to Judge of. 57: To prevent any more of this We resolve That we will Suffer no transfers besides those allowed of by the preceeding Par[a] That we will have our Bills be taken according to our Di=rections when we sent them and our Copper money for chang[e] besides these we Sent you from Fort St George a Parcell of Silver Fanams and from hence some Spanish Ryalls small calld Bitts or one Eight part of a Dollar or Ryall of 8/o If the Inhabitants will not take them they must take the Con=sequence we then told you and do again Confirm it that we will allow you to give Bills of Exchange on us for Whatever Summe in those Bills Silver or Copper money shall be paid in unto you or if the people desire a Credit in our Books in=stead of Bills give it To object against Bills for fear of loos=ing deserve neither regard or answer If the Planters will not take Bills for the Souldiers dyetting set up a Sutler to provide dyet for them taking care he dont oppress or use them ill therein Let no petty parcels or at least of our goods be deliverd out of the Stores to the Inhabitants without ready payment and wherever you See fitt for the reasons aforementioned to trust people in the Stores do it by Bills and Silver and Copper money in a Summe that they may therewith buy the Stores as they want them this will ease the number of hands imploy'd in keeping the Storehouse accounts the Entrys will be fewer and a Short memorandum what is taken out of every Species daily will be Sufficient Margin Notes: Bills to pass & Copper money People to be trusted with money at Discretion	The continuation completed the examples of uncertain accounts. The <i>King George's</i> debits ran so much to sundry accounts and to store goods, and so to Captain Collet and Ormston, but with no particulars. The same appeared again, debits by balance of last account, by garrison and by sundry accounts, but with no journal parcels to show how these severally arose, for the Court to judge of. 57: To prevent any more of this, the Court resolved that it would allow no transfers besides those permitted by the preceding paragraph; that it would have its bills taken according to the directions given when it sent them, and its copper money for change. Besides these, the Court sent the bench from Fort St George a parcel of silver fanams, and from England some small Spanish reals, called bits, or one eighth part of a dollar or real of eight. If the inhabitants would not take them, they must take the consequence the Court then told the bench, and now told it again. To conform to this, the Court would allow the bench to give bills of exchange on it for whatever sum in those bills, silver or copper money was paid in to the bench, or, if the people desired a credit in the Company's books instead of bills, to give that. Objecting against the bills for fear of losing deserved neither regard nor answer. If the planters would not take bills for the soldiers' dieting, the bench was to set up a sutler to provide diet for them, taking care he did not oppress them or use them ill. No petty parcels, or at least none of the Company's goods, were to be delivered out of the stores to the inhabitants without ready payment. Wherever the bench saw fit, for the reasons given before, to trust people in the stores, it was to do it by bills and silver and copper money, in a sum with which they could buy at the stores as they wanted. This would ease the number of hands employed in keeping the storehouse accounts; the entries would be fewer, and a short memorandum of what was taken out of every species daily would be sufficient Interpretations The <i>King George</i> entries show the accounting fault in its simplest form. Debits to sundry accounts, to store goods, to Captain Collet and Ormston, by balance of last account and by garrison, were headings without journal parcels, the itemised entries beneath them, so London could see that money moved but never how each charge arose. The complaint repeats the rule running through the letter: a total without particulars is not an account but an assertion. The currency package in paragraph 57 is given legal force at last. The bills, the copper change, the silver fanams from Fort St George and the Spanish bits, eighth parts of a dollar, made up the three-tier money supplied since 5 March 1713, and the Court now declares that inhabitants refusing them must take the consequence, the threat first issued on 11 March 1717 when small retail was ordered withheld from refusers. The convertibility promise underwrites the paper: whatever sum in bills, silver or copper was paid in, the bench could answer with a bill of exchange on London or a book credit at the holder's choice, so the island money became redeemable in sterling at the Company's treasury, and the objection of fear of losing deserved neither regard nor answer because the loss was now impossible by the instrument's own terms. The sutler provision breaks the planters' hold on the garrison's subsistence. Soldiers' diet had been bought from planters against bills, and a refusal of the bills would have starved the arrangement, so the Court authorises a sutler, a licensed victualler to the garrison, to provide diet directly, with the express caution against oppression or ill usage that the Company applied to every monopoly it created. The device

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			removes the last necessity that could force the bench to keep islanders' accounts. Ready payment for stores purchases completes the conversion of the storehouse from bank to shop. No petty parcels were to leave the stores without payment in the circulating money; where trust was still fitting under the recovery rules, it was to be given as bills and coin in a sum, cash in hand for the debtor to spend as he chose, not as an open book account. The administrative dividend is stated in the Court's own terms: fewer hands keeping the accounts, fewer entries, and a daily short memorandum of what went out of every species sufficient where ledgers of personal accounts had been kept before. Speculations The choice offered between bills of exchange and book credit reads as a test of the bench as much as a convenience to the holders. Bills on London cost the Court real money at presentation, while book credits cost nothing until drawn, so a bench confident in its own administration would steer holders to credits; the Court's indifference between the two announces that it would rather pay sterling in London than allow the island's books to remain the place where value hid. The lending of trust as coin rather than account quietly transfers the bookkeeping burden to the debtor himself. A man given £10 0s 0d in bills and copper spends it parcel by parcel with no further entry against his name, and his debt stands as one round sum from one consultation order, so the reform replaces hundreds of small ledger lines with a single recorded advance, the same consolidation the Court had demanded of the steward's accounts and the storekeeper's monthly returns.
142	139	Captain William Whitaker Commander to enable the Storekeeper at evening to enter an account in one article of the amount of what he sells of each Speices 58: As we provide sufficient supplys of all Kinds for the benefit of the Inhabitants and as you say they have them now cheaper from us than from the Ships and especially the private storehouses if the people will Clamour against this our order, and will not understand their own Benefit, nor contribute to our Servants ease, let them have none of our goods, can they think it reasonable that an account in Writing should be kept of every pennyworth or half pennyworth of thred and needles such of the Rich planters as want these things, or other peddling parcells of Goods for their family cant think it amiss to Comply with this method, and take what sumes they shall desire in Bills or money, from you to buy them withall, we computed as you will find by former Letters that we had sent enough to Circulate through the Island so every ones necessity for the whole must in y[e] event come again into our stores, whether for Goods or for Bills on us and may be again Circulated in the same manner. 59: As to the Expences of the Fort we require that in the Consultation Book there be Entered the monthly account of the Particulars of what the Storehouse supplys mentioning the Gross quantif[y] and amount of each article or Speices as before directed touch= =ing the Stewards Account and the like of What receivd from the Plantation that we may see what the whole costs us we have before said We will have the account of the stated daily eaters whether our Covenant Servants or the family Servants or others to Examine thereby if we see fitt the good or bad Margin Notes: The peoples Clam our agains[t] ye form[er] orders not to be Regarded ab[t] ye Store acc[ts] and ye Expences of ye Table	The continuation completed the storehouse reform. The daily memorandum would enable the storekeeper at evening to enter an account in one article of the amount of what he sold of each species. 58: The Court provided sufficient supplies of all kinds for the benefit of the inhabitants, and as the bench said, they now had them cheaper from the Company than from the ships, and especially than from the private storehouses. If the people would clamour against this order and would not understand their own benefit, nor contribute to the ease of the Company's servants, they were to have none of its goods. The Court asked whether they could think it reasonable that an account in writing should be kept of every pennyworth or halfpennyworth of thread and needles. Such of the rich planters as wanted these things, or other small parcels of goods for their families, could not think it amiss to comply with this method and take what sums they desired, in bills or money, from the bench to buy them with. The Court computed, as the bench would find by former letters, that it had sent enough to circulate through the island, for everyone's necessity for the whole must in the event come again into its stores, whether for goods or for bills on the Court, and might be again circulated in the same manner. 59: As to the expenses of the fort, the Court required that the monthly account of the particulars of what the storehouse supplied be entered in the consultation book, mentioning the gross quantity and amount of each article or species, as before directed concerning the steward's account and the like, of what was received from the plantation, so that the Court might see what the whole cost it. The Court had said before that it would have the account of the stated daily eaters, whether its covenant servants or the family servants or others, to examine by that, if it saw fit, the good or bad husbandry Interpretations

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			The evening entry in one article states the clerical prize of the whole currency reform. A storekeeper selling for ready money needed no customer ledgers at all, only a single line at close of day for each species sold, so the daily memorandum replaced the personal accounts of every buyer of thread and needles, the pennyworths and halfpennyworths whose recording the Court holds up as the absurdity the old system required. The sanction on refusers, that clamourers against the order were to have none of the Company's goods, is enforceable because of the price position the bench itself certified. The people had goods cheaper from the stores than from the ships or the private storehouses, the margin built by the costing rules earlier in this letter, so exclusion from the stores carried real cost to the excluded, and the threat first made on 11 March 1717 against refusers of the bits now rested on a market advantage rather than bare authority. The circulation argument completes the monetary theory of the island. Enough money had been sent, by the Court's computation in former letters, because the island was a closed loop: every necessity must in the event come again into the stores, for goods or for bills on London, and the money paid out returned to be circulated again. On that model no quantity of coin could be too small for long, since velocity through the single shop did the office of volume, and the bench's plea of nothing to circulate was answered by arithmetic rather than shipment. Paragraph 59 closes the fort's expenses inside the same monthly frame as everything else. The storehouse's supplies to the fort, in gross quantity and amount by article, and the plantation's deliveries alike, were to stand in the consultation book beside the steward's account, with the stated daily eaters listed, covenant servants, family servants and others, so the whole cost of the establishment's table could be computed and the good or bad husbandry of it judged from London, the demand outstanding since the list of forty unnamed diners was refused in 1715. Speculations The image of the rich planters drawing sums in bills or money to shop with reverses the social direction of the old complaint. Under the favour system, credit had flowed to the connected; under the new rule, even the substantial men queue at the stores with cash like everyone else, and the Court's dry remark that they cannot think it amiss makes their compliance the public proof that the method oppresses nobody. The closed-loop computation also explains the Court's calm about hoarding. Coin withheld from circulation bought nothing on an island with one market, so a hoarder only postponed his own purchases while the stores held the goods; the system was designed so that distrust punished the distruster, which is why the Court refuses to answer the fear of losing with anything beyond the standing redemption promise.
143	140	By the Ship Drake Husbandry In times of Shipping it is easy to say by computation so many more had access to the Table and so on the Sundays and Festivalls when it hath been Cus= =tomary to admit the cheif of the Islanders. 60: As to the Blacks cloathing we suppose that is (because it ought to be) only at stated Seasons as Gentlemens Livery servants are here and as as their cloaths come out of the Stores keep the account apart naming so much of this or the other sort of Goods of every Speices was used in making the men women and Children naming how many of each such and such garments naming them also, by this means we can come at certainty to Judge how our money and Effects are disposd of and whether they will stand us you say in	The continuation completed the point on the table account. The husbandry of it could then be judged, and in times of shipping it was easy to say by computation how many more had access to the table, and so on the Sundays and festivals when it had been customary to admit the chief of the islanders. 60: As to the blacks' clothing, the Court supposed it was given, because it ought to be, only at stated seasons, as gentlemen's livery servants were clothed in England. As their clothes came out of the stores, the bench was to keep the account apart, naming how much of this or the other sort of goods of every species was used in making them for the men, women and children, naming how many of each such and such garments, naming them also. By this means the Court

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		fifteen Crowns a year a man, which is more than many ordinary working people spend here in Clothing a year. 61: This brings us to the Consideration of our Blacks and We must tell you you have not at all Satisfyed us why so many more are Employd at the plantations of ours than the plan= =ters have in mannaging theirs and hiring out to Us also you tell us in the list of them taken to the 25th March 1720 and sent by the Bouverie their number of men women and children their ages and where and how Employed that answer[s] our direction for so far but on perusing it we find some Errors in the casting which we hint to take better care in future You add one Hundred good male Slaves would do more Service than the Two Hundred and fifty two You have which we cant understand when as we have often said you (that is the then Govr and Councill) had the picking them out Margin Notes: Blacks Cloath ing ab[t] Employing more Blacks in y[e] M.C. plantation y[e] planters doe to be further Explained	could come at certainty in judging how its money and effects were disposed of, and whether they would stand it, as the bench said, in 15 crowns a year a man, which was more than many ordinary labouring people spent in England in clothing in a year. 61: This brought the Court to the consideration of its blacks, and it had to tell the bench it was not at all satisfied why so many more were employed at the Company's plantations than the planters used in managing theirs and hiring out to the Company as well. The bench told the Court in the list of them taken to 25 March 1720, and sent by the <i>Bouverie</i>, their number of men, women and children, their ages, and where and how employed, which answered the Court's direction so far. But on perusing it the Court found some errors in the casting, which it hinted at for better care in future. The bench added that 100 good male slaves would do more service than the 252 it had, which the Court could not understand, when, as it had often said, the bench, that is the then Governor and council, had the picking of them out Interpretations The clothing account ordered in paragraph 60 prices the slaves' wardrobe at the level of cloth and garment. Issue at stated seasons followed the model of livery servants in England, clothed by their masters at fixed times of year, and the separate account was to name the species and quantity of every sort of goods used, the garments made and their number for men, women and children. The check has a target: the bench's own figure of 15 crowns a year a man, £3 15s 0d, exceeded what many English labourers spent on their whole year's clothing, and it stood against the island's earlier claim, recorded in the <i>Hartford</i> letter of 5 March 1720, that the blacks' clothing would not cost ten crowns a year, so the bench's estimates had moved by half as much again between letters. The table computation in times of shipping extends the daily-eaters list into a seasonal audit. With the stated diners named, the swelling of the table when ships lay in the road, and on the Sundays and festivals when the chief of the islanders were customarily admitted, became calculable as a difference rather than hidden in a lump, so hospitality survived as a known cost instead of an unexamined one. Paragraph 61 reopens the productivity comparison of the <i>Hartford</i> letter with the bench's own return as the evidence. The slave list to 25 March 1720, sent by the <i>Bouverie</i> with numbers, ages and employments, answered the direction in form, but its casting, the arithmetic of its totals, contained errors, and its substance deepened the puzzle: the Company employed far more blacks on its plantations than the planters used on theirs while also hiring out to the Company. The bench's admission that 100 good male slaves would outwork its 252 condemned the stock it had itself selected, since the Governor and council held first choice of every licensed cargo under the Madagascar covenants, so the poor quality pleaded was the fruit of the bench's own picking or the proof of its management. Speculations The livery comparison does quiet double duty: it fixes the issue of clothing to seasons that can be audited, and it classes the slaves' clothing as the master's obligation discharged at the master's discretion, neither a wage nor a charity, the framing under which the Court could insist on both adequacy, as it had with the kerseys sent for humanity and advantage since 1713, and economy against a 15-crown estimate it plainly disbelieved. The bench's preference for 100 good males over its 252 reads as the opening move of a request to buy afresh while writing off the existing stock, and the Court's refusal to understand it blocks the manoeuvre

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			at the threshold. Accepting the premise would have licensed new purchases and excused past selection at once; questioning it instead sends the bench back to account for how first choice of every cargo since 1717 had produced a workforce its own managers disowned.
144	141	Captain William Whitaker Commander of the Ships before any others We find at the Fort house 21 for the attendance and work there 8 more Taylers besides the 4 to mend and make Linnen and at the Plantation 6 washer women we think these may be curtaild to a less number and yet sufficient allowd for State as well as necessary Business we would not contend for trifles but when we consider what the Planters have and how a few of theirs do all their Business and some of ours to which we pay for we make the Comparison from thence. 62: Formerly our Governour and Council used to let the Inhabi= =tants who desird it to have the Children of our Blacks accor= =ding to their ages for 4, 5 or 6 years for their victualls and a memorandum to call for them again when they came to be usefull why cant this be done now. 63: We find in the Consultation an Entry made of three Blacks dying since the last Report, Vizt two men and a Girl called mercy had the men no names, We dont find that last report Entered for the future let us find in the Consultations made from this time forward every time you are acquainted with the death of any of the Blacks an Entry of their names and where and how employd, and also an entry monthly as it happens of such as shall be born, by this means you will with certainty be able to audit and check the overseers account & them to see none are lost from us. 64: For so far as the planters who are our Drs are unable to pay without your hiring their Blacks common prudence will tell you you must chuse the lesser Evill better take that nothing Margin Notes: Letting of the [...]ants Children of our Blacks to plant ers Blacks Dying To hire Blacks	The continuation completed the comparison of slave employments. The bench had the picking of them out of the ships before any others. The Court found at the fort house 21 for the attendance and work there, 8 more tailors besides the 4 to mend and make linen, and at the plantation 6 washerwomen. The Court thought these might be curtailed to a less number and yet sufficient allowed for state as well as necessary business. It would not contend for trifles, but when it considered what the planters had, and how few of theirs did all their business, and some of the Company's too, for which the Company paid, it made the comparison from there. 62: Formerly the Company's Governor and council used to let the inhabitants who desired it have the children of its blacks, according to their ages, for 4, 5 or 6 years, for their victuals, with a memorandum to call for them again when they came to be useful. The Court asked why this could not be done now. 63: The Court found in the consultation an entry made of three blacks dying since the last report, namely two men and a girl called Mercy; the men had no names. The Court did not find that last report entered. For the future it was to find in the consultations made from this time forward, every time the bench was acquainted with the death of any of the blacks, an entry of their names and where and how employed, and also an entry monthly, as it happened, of such as were born. By this means the bench would with certainty be able to audit and check the overseers' accounts, and the Court to see none were lost from it. 64: So far as the planters who were the Company's debtors were unable to pay without the bench hiring their blacks, common prudence would tell the bench it must choose the lesser evil, and better take that than nothing Interpretations The fort household census makes the state-and-business test concrete: 21 attendants at the fort house, 12 tailors in all, 8 beyond the 4 needed for mending and making linen, and 6 washerwomen at the plantation, against planter households where a few hands did all their business and some of the Company's besides, the hired labour the Company paid for. The Court concedes a Governor's establishment some show, sufficient for state as well as necessary business, but prices the excess by the only comparison the island offered, and the disclaimer about trifles marks that the target is the principle of the swollen household, not the odd servant. The child boarding-out scheme in paragraph 62 revives a former practice as a solution to the unproductive years. Slave children cost victuals long before they could work, and the old Governors had placed them with willing inhabitants for 4, 5 or 6 years for their keep alone, a memorandum securing their recall when they came to be useful. The arrangement transferred the cost of raising to the boarder, who had the child's small services meanwhile, and returned a worker to the Company at the age of use; the Court's question, why this could not be done now, is an order in the form the letter favours when reviving lapsed economies. The register of deaths and births in paragraph 63 closes the gap the entry of the three deaths exposed. Two men recorded without names, a girl called Mercy, and a last report nowhere entered meant the slave population could change without trace, so every death was now to be entered with name, place and

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			employment as soon as known, and births monthly as they happened. The stated purposes pair the two audits the list served: the bench checking the overseers' accounts, where rations and labour were claimed for the living, and the Court seeing that none were lost from it, the capital account of a stock standing at £21 0s 0d a head and upward since the purchases of 1713. Paragraph 64 reopens the hiring question as debt collection rather than labour policy. Planters owing the Company and unable to pay otherwise could pay in their blacks' hire, and common prudence preferred that lesser evil to nothing, so the ban on hiring laid down in the <i>Hartford</i> letter bends where it meets the recovery doctrine of this one: hire taken as money's worth against a debt was collection, not the labour market the Court had closed. Speculations The nameless dead men in the consultation entry probably record the bench's habit rather than the clerk's lapse: hired or field blacks were carried in the books by number and employment, names attaching only to the household and the notable, as the girl Mercy was named. The Court's insistence on names for all converts the register from a count of stock into a roll of persons, which served its audit, since numbers can be reshuffled where names cannot. The revival of child boarding also worked on the demographic arithmetic the slave list had shown, 163 children among the inhabitants' blacks and several among the Company's 252. A generation approaching usefulness could either swell the fort's unproductive household or be dispersed to board until of age, and the Court's preference keeps the Company's victuals for workers while binding inhabitant families, by their own interest in the children's service, to the rearing the Company would otherwise pay overseers to neglect.
145	142	By the Ship Drake but besure get as much live provissions and yams an[d] other Substantiall payments which are money to us as you can. 65: We have before taken notice of the trifling answers in your letters That such and such things were done before your times that is Mr Johnson but must we (think you) take the same answer from the rest or that Mr Alexander and Mr Goodwin can suppose we will take it for an Excuse to tell us it was a great Surprize to them to find the prices were omitted in Consultation even that Alexander who wa[s] then Secrty In a word let us find no more such Subtler fuge[s] such shameless Excuses and evading our plain and positive orders as in this and the other Case of the reply to what we wrote in Severall Letters to explain to us the reason of so many Transfers and our orders to lessen and put a perlod to them and particularly to our 37 para p Hartford which you would have us think you reply to by saying you will take care we be charge with no bad Debts We say charge us with no Mans Debts but such as we really owe money to 66: To prevent further disputes and swelling our Letters as we are forced to do in remarking wherein you do amiss or dont attend to our orders We say peremptorly we will not have the Govr keep any Blacks to let to us or others for the reason[s] mentiond in Para 38 p Hartford and therefore we agree to pay him for the two he offers in the Letter and says are Skilld in Needle work if they are Remaining at receipt her of any Blacks given him as he says as a perquisite let as he can dispose of then we must remove the Temptation Margin Notes: answers in former Letters thought Trifling The Govr to keep no Blacks M.C. takes ye two Wenches	The continuation completed the rule on hiring from indebted planters. The bench was to take that rather than nothing, but to be sure to get as much live provisions, yams and other substantial payments, which were money to the Court, as it could. 65: The Court had before taken notice of the trifling answers in the bench's letters, that such and such things were done before its time, that is, Mr Johnson's. But the Court asked whether the bench thought it would take the same answer from the rest, or that Mr Alexander and Mr Goodwin could suppose it would take it for an excuse to be told it was a great surprise to them to find the prices were omitted in consultation, even Alexander, who was then secretary. In a word, the Court would find no more such subtle evasions, such shameless excuses and avoiding of its plain and positive orders, as in this and the other case of the reply to what the Court wrote in several letters, to explain to it the reason of so many transfers, and its orders to lessen them and put an end to them, particularly in its 37th paragraph by the <i>Hartford</i>, which the bench would have it think it replied to by saying it would take care to be charged with no bad debts. The Court said: charge it with no man's debts, but such as it really owed money to. 66: To prevent further disputes and the swelling of its letters, as the Court was forced to do in remarking where the bench did amiss or did not attend to its orders, it said peremptorily it would not have the Governor keep any blacks, to let to the Company or others, for the reasons mentioned in paragraph 38 by the <i>Hartford</i>. It therefore agreed to pay him for the two he offered in the letter, said to be skilled in needlework, if they remained at the receipt of this letter. As for any blacks given him, as he said, as a perquisite, so that he could dispose of them, the Court had to remove the temptation Interpretations

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			The surprise pleaded over the omitted prices is dismantled by office and tenure together. The price entries had been the standing order Mr Alexander himself recorded as secretary, the very officer whose hand kept the consultation book through the years of the omissions, and Mr Goodwin had run the stores the prices were to govern, so astonishment from those two at their own books was the excuse the Court names shameless, the personal application of the rebuke first laid in paragraph 48. The transfers reply is corrected at the point of its evasion. The bench answered the order to lessen and end transfers, given at paragraph 37 of the <i>Hartford</i> letter of 5 March 1720, with a promise to be charged with no bad debts, a solvency test where the Court had imposed a category test, and the Court restates the rule in nine words: no man's debts but those the Company really owed money to. Good private debts were as forbidden in its books as bad ones, since the abolition aimed at the clearing house itself, not at its losses. Paragraph 66 ends the Governor's private holding of slaves outright, the question paragraph 38 of the <i>Hartford</i> letter had opened when it desired the new Governor keep none beyond one or two household servants. Johnson had offered the Court two skilled in needlework, and the Court buys them if they remained at the letter's receipt, converting his stock into its own by purchase rather than confiscation; the blacks said to be given him as a perquisite, a customary benefit of office he might dispose of, are taken into the same rule, because a Governor who could acquire and sell slaves traded with the Company's hirer and the planters' market at once, the temptation the Court removes rather than polices. The collection rule completed at the head, that hire from indebted planters be supplemented by live provisions, yams and other substantial payments, which were money to the Court, ranks the island's tenders by their use: provisions fed the table and the shipping the Court would otherwise buy for, so payment in kind extinguished cost as surely as coin, the doctrine under which Free's refused yams and cattle had been the Court's preferred tender all along. Speculations The purchase of the two needleworkers, conditional on their remaining at receipt, quietly tests the truth of Johnson's offer. Slaves sold or sent off the island between his letter and the <i>Drake's</i> arrival would expose the offer as a gesture made in the expectation of refusal, while their presence would transfer them at a price the Court, not the Governor, would now set, so either outcome instructs. The phrase about perquisites, as he said, holds Johnson's own justification at arm's length without ruling on it. Whether custom had ever given Governors slaves as a benefit of office, the Court declines to argue precedent and abolishes the practice prospectively, the same method it had used on the leases for lives: the question is not what was customary but what temptation the office may carry, and the answer removes the thing rather than the debate.
146	143	Captain William Whitaker Commander and not Suffer it to remain for that will but create after disputes whether it is or is not an injustice to us as he says to charge us with their Labour at a moderate price It is too Evident we paid for those to Mr Pyke twice or thrice once in the Sale and before that in their keeping and La= bour and Mr Johnson appears to us be playing the same Game over again which we will not allow of in any degree 67: Some Letters before us complain that the planters are afraid of an Insurrection because the Govr calls the Blacks his Children and they are grown unmeasurably saucy and to[o] good to be spoke to The Governours	The continuation completed the order on the Governor's perquisite blacks. The Court would not allow the temptation to remain for that would only create later disputes whether it was an injustice to it, as the Governor said, to charge it with their labour at a moderate price. It was too evident the Court paid for those sold to Mr Pyke twice or thrice, once in the sale and before that in their keeping and labour, and Mr Johnson appeared to the Court to be playing the same game over again, which it would not allow in any degree. 67: Some letters before the Court complained that the planters were afraid of an insurrection, because the

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		care of them we commend and we would hope this is only ill nature and a wrong Construction in the Writers, however we tell you what is told us, that there may be care taken to give no future handle for the Apprehension. 68: Another fault we find in the Letters as to Alexanders and Goodwins Excuse is that they say they were not long enough in the Councill to have put any of the Blacks to handicraft Business that would have been able by the time Governour Pyke went away dont they know or might they not that for many years past our constant orders have been to train up all our Blacks to such Business as they were Capable of and of which we had or should have occasion for their Service and if they were not fully masters might they not have been Learning Let us have no more such Treacherous unfaithfull mannagement We find you give three Shillings and six pence a day to a Stone cutter (and think it Cheap) could not they in time save that charge you have had and have Carpenters Bricklayers Stone Margin Notes: The planters complaint in fear of an In surrection Blacks to be taught up to handicraft work	Governor called the blacks his children, and they were grown unmeasurably saucy and too good to be spoken to. The Governor's care of them the Court commended, and it would hope this was only ill nature and a wrong construction in the writers. However, it told the bench what was told it, so that care might be taken to give no future handle for the apprehension. 68: Another fault the Court found in the letters, as to Alexander's and Goodwin's excuse, was that they said they were not long enough in the council to have put any of the blacks to handicraft business who would have been able by the time Governor Pyke went away. The Court asked whether they did not know, or might they not have known, that for many years past its constant orders had been to train up all its blacks to such business as they were capable of, and of which it had or should have occasion for their service, and if they were not fully masters, might they not have been learning. The Court would have no more such treacherous, unfaithful management. It found the bench gave 3s 6d a day to a stone cutter, and thought it cheap. Could not the blacks in time have saved that charge? The bench had and did have carpenters, bricklayers, stone cutters Interpretations The double payment exposed in the Pyke sale states the economics of the Governor's perquisite. Slaves held by a Governor were kept and worked at the Company's charge through the diet and hire entries already traced, then sold to the Company at a price, so the Court paid twice or thrice for the same hands, once in the sale and before that in their keeping and labour. Johnson's offer to charge their labour at a moderate price was the same game over again, the moderate rate covering what the Company's own provisions had already fed, which is why the Court would not allow it in any degree rather than negotiate the rate. The insurrection complaint in paragraph 67 records the planters' reading of the Governor's manner with the slaves, that calling them his children had made them unmeasurably saucy and too good to be spoken to, with rising fear behind it on an island where the import freeze of 24 March 1680 had first been justified by the danger of the slaves overpowering the English. The Court's handling separates the substance from the source: the care of the blacks is commended, in line with the humane management code of 11 March 1717, the construction is hoped to be the writers' ill nature, and the bench is told what was told, so that conduct gives no future handle. The intelligence is passed without being adopted, and the policy of good usage survives the complaint against its style. Paragraph 68 turns the training orders into the answer to the wage bill. Alexander and Goodwin pleaded short service for the want of handicraft blacks, against constant orders, running since Mr Cleve was charged on 5 March 1713 to train docile blacks in joinery and carpentry, to bring up all the Company's blacks to such business as they were capable of; men not yet masters might have been learning, so the years of the excuse were years of the neglect. The arithmetic follows: 3s 6d a day to a hired stone cutter, thought cheap by the bench, was the charge a trained slave would have saved, and the trades the island needed, carpenters, bricklayers, stone cutters, were exactly those the orders had named. Speculations The phrase his children, reported from the Governor's own mouth, may have been Johnson's answer to the Court's standing demand for humane usage, performed publicly enough to reach the planters' letters. If so, the complaint shows the policy's local cost: kindness from the top read as licence below, and the planters' fear of sauciness was the fear of slaves who knew the Governor would hear them against their

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			hirers, the very protection the management code intended. The Court's willingness to forward an insurrection rumour it half disbelieves serves a governing purpose beyond fairness to the writers. A bench told what is told cannot later plead surprise if trouble comes, and the instruction to give no handle places the burden of prudence on conduct rather than on the truth of the fear, the cheapest insurance available against the one catastrophe the island's whole defensive design assumed.
147	144	By the Ship Drake Cutters masons and other People and as above persons even Blacks very Ingenious at their needle dont fail for the future to apply our Blacks to learn the Same and though we cant doubt but they are as capable to learn as any others even as Mr Pykes were, yet if any of them are not put them to the hoe and to bear Burdens and take others that are, This is our positive order and we require you to comply with it, and send us in a List Yearly who are so put out and to whom as that before us of those at the Fort doth mention, two who help the Smith and one the Carpenter, four in the Garden, Eight are at stone laying five are employ'd at fetching stone, and eight in fishing for the rest, Remember Mr Pykes Blacks were so well bred up to work and skilfull that you paid him for one £80 for three each £60 and all the Rest of the 41 from thirty to forty pounds a head except 3 at £25 take care ours be made as good as his. 69: You tell us the Customs now dont pay the Custom master his sallary of Five pounds a year, had you sent us a List as we orderd how they arise, and by whom paid we should have been able to have Judgd, and enquired for our Selves Dont fail to send the List Yearly, let it be more or Less we will not admit of Such Idle Excuses, which easily cover Secret frauds, and may be made a handle for designd Knavery one time or other. 70: We are Content to take Mr Casons money and allow him the usuall Interest thereon as to others here from the time you send us the Sume he shall desire and hath reall Credit for in our Books with you of which send us a Certifycate and how it arose but we will not allow any addition of new Transfers to Margin Notes: ab[t] Customs taking Capt[n] Casons money at Interest	The continuation completed the list of trades on the island. The bench had carpenters, bricklayers, stone cutters, masons and other people, and, as said above, persons, even blacks, very ingenious at their needle. The bench was not to fail for the future to apply the Company's blacks to learn the same, and though the Court could not doubt they were as capable to learn as any others, even Mr Pyke's were, yet if any of them were not, the bench was to put them to the hoe and to bearing burdens, and take others that were. This was the Court's positive order, and it required the bench to comply with it, and to send a list yearly of who were so put out and to whom. The list before the Court of those at the fort mentioned two who helped the smith and one the carpenter, four in the garden, eight at stone laying, five employed at fetching stone and eight in fishing, for the rest. The bench was to remember Mr Pyke's blacks were so well bred up to work and skilful that it paid him for one £80 0s 0d, for three £60 0s 0d each, and all the rest of the 41, from £30 0s 0d to £40 0s 0d a head, except 3 at £25 0s 0d. The bench was to take care the Company's were made as good as his. 69: The bench told the Court the customs now did not pay the customs master his salary of £5 0s 0d a year. Had it sent the Court a list, as ordered, of how they arose and by whom paid, the Court would have been able to judge and enquire for itself. The bench was not to fail to send the list yearly, whether it was more or less. The Court would not admit such idle excuses, which easily covered secret frauds and might be made a handle for designed knavery one time or other. 70: The Court was content to take Mr Cason's money and allow him the usual interest on it, as to others in England, from the time the bench sent it the sum he desired and had real credit for in the Company's books with the bench, of which it was to send a certificate, and how it arose. But it would not allow any addition of new transfers to Interpretations The apprenticeship order pairs training with triage. Every Company black was to be put to learn the island's trades, the needle skills already proved among them standing as the evidence of capacity, and any found unable went to the hoe and to bearing burdens, their places taken by others that were apt. The yearly list of who was put out and to whom converts the order into an auditable placement register, the same device the boarding-out memorandum used for the children, so the training could no longer remain the dead letter it had been since Mr Cleve's charge of 5 March 1713. The Pyke sale prices, disclosed here for the first time, close the argument the letter has run since paragraph 35. One slave at £80 0s 0d, three at £60 0s 0d each, the rest of the 41 at £30 0s 0d to £40 0s 0d a head with 3 at £25 0s 0d, against the standing bulk rate of £21 0s 0d a head from the licensed cargoes, price exactly what breeding up to work and skill added, and the Court turns the premium it paid into the standard: the Company's blacks were to be made as good as his. The figures also complete the indictment of the perquisite system, since the Company bought back at

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			£25 0s 0d to £80 0s 0d the labour its own keeping had raised. The fort employment list is recited to show how thin the productive core ran: two helping the smith, one the carpenter, four in the garden, eight at stone laying, five fetching stone, eight fishing, 28 accounted for out of the fort's complement, with the rest the attendance the Court had ordered curtailed at paragraph 61. The customs default in paragraph 69 measures the revenue's collapse by its smallest charge. Duties that could not pay the customs master's £5 0s 0d salary had effectively ceased, on an island where the 5 per cent on goods and the arrack gallonage had been enforced since 21 March 1717, and the bench's bare report of the shortfall, without the ordered list of how the customs arose and by whom paid, was the idle excuse that covered secret frauds, the same gap the informer's third had been created to fill. Mr Cason's money in paragraph 70 is taken onto interest at the English rate, the first deposit arrangement in the correspondence, but only on proof: a certificate of his real credit in the island's books and of how it arose, the question outstanding since his £1,000 0s 0d entitlement startled the Court in the <i>Hartford</i> letter, with the bar on new transfers guarding the account against the padding that had inflated Thomlinson's bill. Speculations The order to swap incapable learners for apt ones quietly authorises a reshuffle between the fort household and the working gangs. The attendants the Court thought excessive were the obvious pool of others that are, so the trades order and the household curtailment execute each other: every footman put to the saw answered both paragraphs at once, which is probably why the Court placed the employment list between them. The interest offered on Cason's deposit also serves the currency policy. A substantial creditor paid interest in London had reason to leave his balance with the Company rather than draw bills at once or trade it into the island's books, so the arrangement converts the largest single claim on the stores into quiet funded debt, provided the certificate first proved the claim honest.
148	145	Captain William Whitaker Commander His Credit, except of such Sumes as we are really indebt= ed to the persons who make the Transfers, first taking care that their Credits are Lessened or Ballanced thereby. 71: If any others that are or shall be Creditors in your Books (not by having Credit placed to their Accounts from Insol= vent Debtors, but from the Debtors who have actually pai[d] off their debts) desire to have their Credits turnd into bonds at Interest here we give the same Liberty for we will have an end put to the destructive method of Transfers, whereby we have Sufferd so much and so greivously complaind of with= out an honest remedy hitherto and we will have an end of all the debts we owe excepting to those we pay wages or Sallary to and those Ballanced yearly, and We beleive scarce any would dislike to have the Sumes of 50 to 100. or Such round Sumes ly here at Interest in Bonds to be Lodgd in their freinds hands for them. 72: The Lists of the Familys or Inhabitants their Land Free or hired Blacks Cattle also of our own Blacks and Cattle and of the Revenue must be yearly sent us according to our standing orders and let us know the quantity of acres in every plantation which hath or may fall into our hands whereby you may be Remembred and we may see what Blacks are upon them and compare them with the numbers the other Planters have to Cultivate theirs of the like bigness ours should be rather fewer because the planters blacks do the work of their	The continuation completed the rule on Mr Cason's account. The Court would not allow any addition of new transfers to his credit, except of such sums as it really owed to the persons who made the transfers, first taking care that their credits were lessened or balanced by it. 71: If any others who were or should become creditors in the bench's books, not by having credit placed to their accounts from insolvent debtors, but from debtors who had actually paid off their debts, desired to have their credits turned into bonds at interest in England, the Court gave the same liberty, for it would have an end put to the destructive method of transfers, by which it had suffered so much and so grievously complained, without an honest remedy hitherto. The Court would have an end of all the debts it owed, excepting those to whom it paid wages or salary, and those balanced yearly. The Court believed scarce any would dislike to have sums of £50 0s 0d to £100 0s 0d, or such round sums, lie in England at interest in bonds, to be lodged in their friends' hands for them. 72: The lists of the families or inhabitants, their land free or hired, blacks and cattle, also of the Company's own blacks and cattle, and of the revenue, were to be sent yearly according to the Court's standing orders. The bench was to let the Court know the quantity of acres in every plantation that had fallen or might fall into the Company's hands, by which the bench might

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		private family besides whereas you have some Applyd to that only at least chiefly. Margin Notes: or any others Lists of familys &[ca] to be Sent	be reminded, and the Court might see what blacks were upon them and compare them with the numbers the other planters had to cultivate theirs of the like size. The Company's should be rather fewer, because the planters' blacks did the work of their private families besides, whereas the bench had some applied to that only, at least chiefly. Interpretations The bond conversion in paragraph 71 offers the island's honest creditors a funded debt in England. Credits earned from debtors who actually paid, as distinct from credits assigned over from the insolvent, could become interest-bearing bonds lodged with friends at home, in round sums of £50 0s 0d to £100 0s 0d, so the Company's floating book debt on the island converted into formal obligations in London. The solvency test on the source preserves the whole reform: only value the Company truly received funds the bonds, while assigned bad debt stays where the transfer ban left it, and the destructive method ends because its product can no longer be cashed. The friends'-hands lodging makes the scheme fit island lives. A planter could not present a bond in London himself, but a kinsman or correspondent holding it for him collected the interest and the principal at need, the same family network through which wages had been paid to wives and mothers since the Southern stoppages, so the offer turns the islanders' English connections into the machinery of their savings. Paragraph 72 sharpens the annual lists into a comparison instrument. Plantations fallen or falling into the Company's hands were to be reported by acreage, with the blacks upon them set against the numbers private planters used on holdings of the like size, and the Court fixes the expected direction of the difference: the Company's should be rather fewer, because a planter's hands also did his family's work, while some of the Company's were applied to that only or chiefly. The standard answers in advance the excuse of incomparability, and arms next year's audit with a ratio the bench itself must report. The exception kept for wages and salaries, balanced yearly, marks the only book debt the Court would carry: the establishment's own pay, cleared annually as the conditional gratuities were judged, so after the conversion the island's ledgers would hold nothing but the Company's payroll and the debtors' side the recovery doctrine was working down. Speculations The interest offered on the bonds prices the Court's deliverance from the transfer system, and probably cheaply. Money at home earned its usual rate in any case; paying it to island creditors cost the Company only what it saved in disputed books, padded bills and clerks' labour, while every bond taken removed a creditor from the bench's discretion, where favour had set who might draw and who might not. The expectation that scarce any would dislike the offer also tests who refuses it. A creditor declining secure interest in England to keep a balance on the island's books had a use for that balance the books were not showing, so the scheme doubles as a sieve: the honest convert, and the remainder identify themselves for the scrutiny the letter has ordered on every large credit.
149	146	By the Ship Drake 73: We find in the Consultations Severall Entrys of the overseers monthly accounts and those of Mr Byfeld since his arriv= =all are sent but either these last are wrong Copied or else were past of Course unexamind for we find the Remains brought to the Succeeding month dont agree with the Ballance of the Last and many other errors nor is there any notice in the account	73: The Court found in the consultations several entries of the overseers' monthly accounts, and those of Mr Byfeld since his arrival were all sent. But either these last were wrongly copied, or else they passed of course unexamined, for the Court found the remains brought to the succeeding month did not agree with the balance of the last, and there were many other errors, nor was there any notice in the account taken

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		taken the 4 of Octobr after Mr Byfelds arrivall by him Alexander and Goodwin of the Asses Horses or Peacocks mentiond in the Account of Worrall though you tell us that shows the Stock of all Kinds when he entered doth this show how carefull you all were We told you what Mr Byfeld promised when we sent him and we expected from him you say his behaviour promises well But that we may have a proof of his continuance in well doing we hereby direct that he as now cheif overseer of our Plantation house and what belongs thereto and of all our other Plantations do yearly send us Copys of the monthly Accounts of his which he is to give you of the produce and Expence of whatsoever is under his care Therein distinguishing the remains of every month of the Severall Speices what part thereof was in the next month Sent to the Fort or spent at the plantation house or at the particular Plantations for provisions of the people there valuing each Species at the then common rate of the Island what part was supplyd to the Shipping with the value and how much to each who[se] te you must let him know when you send them the orders This Account together with the Expence of the Plantation house of Goods from the Storehouse[s] we require be sent us of his own keeping and Signd to compar[e] if we see fitt with the Consultation Entrys and let him there= in Sperate each under its proper head to be seen at one Margin Notes: overseers Acc[ts] found fault with all Direction for his Guide	on 4 October after Mr Byfeld's arrival, by him, Alexander and Goodwin, of the asses, horses or peacocks mentioned in the account of Worrall, though the bench told the Court that account showed the stock of all kinds when he entered. The Court asked whether this showed how careful they all were. It told the bench what Mr Byfeld promised when it sent him, and what it expected from him; the bench said his behaviour promised well. But so that the Court might have proof of his continuance in well doing, it directed that he, as now chief overseer of the Company's plantation house and what belonged to it, and of all its other plantations, send yearly copies of his monthly accounts, in which he was to give the bench the produce and expense of whatever was under his care. In them he was to distinguish the remains of every month of the several species, what part of them was in the next month sent to the fort or spent at the plantation house or at the particular plantations for provisions of the people there, valuing each species at the then common rate of the island, and what part was supplied to the shipping, with the value and how much from each. The bench was to let him know this when it sent him the orders. This account, together with the expense of the plantation house in goods from the storehouse, the Court required to be sent of his own keeping and signed, to compare, if it saw fit, with the consultation entries, and he was to keep each separate under its proper head, to be seen at one view Interpretations The carry-forward test applied to the overseers' accounts is the simplest arithmetic check the books allow, and they failed it: the remains brought to each succeeding month did not agree with the balance of the last, so either the copies sent were wrong or the council passed the originals unexamined, the same two readings, careless or worse, the letter has offered at every such fault. The handover inventory of 4 October compounds it, since the stock-taking by Byfeld, Alexander and Goodwin at the new overseer's entry omitted the asses, horses and peacocks standing in Worrall's account, which the bench itself had certified as showing the stock of all kinds when he entered, so the opening record of the new charge began with livestock unaccounted. Mr Byfeld's reporting regime is built as the proof of his promises. He had come out under the despatch of 5 March 1720 as overseer of the plantations on his own undertaking to feed the general table and the shipping from them or desire nothing for his pains, and the Court now requires yearly copies of his monthly accounts of his own keeping and signed, parallel to the consultation entries and comparable with them at the Court's choice. The duplicate channel makes the overseer his own witness: agreement between his books and the council's proves both, and divergence convicts one, the device the transcriber-and-examiner signatures had applied to copying since 11 March 1717. The account's required anatomy turns the plantations into a measurable enterprise. Each month's remains by species, the parts sent to the fort, spent at the plantation house or the particular plantations for the people's provisions, and the part supplied to the shipping, were all to be valued at the then common rate of the island, with the shipping's share showing the value and how much from each ship. Internal consumption priced at market made the establishment's keep a visible cost, the transfer-pricing rule first applied to the table under the despatch of 5 March 1713, and the shipping column measured the plantations against Byfeld's own undertaking, the surplus for the ships that justified his place. Speculations

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			The peacocks among the missing stock, ornament rather than husbandry, point at what the fort's establishment had become under the late administrations, and their silent omission from the new inventory may have been tact as much as carelessness: birds kept for state sat awkwardly in books the Court was reading for economy. The Court's care to name them anyway serves notice that nothing on the island, not even the decorative, lay outside the stock of all kinds it expected accounted for. The instruction that the bench let Byfeld know these orders when it sent them quietly guards the one promising officer from the treatment Tovey received. His duties and his protections now stood in the general letter itself, published to the whole council, so no Governor could redefine his charge or intercept his returns without visibly breaking the Court's text, the same shelter direct correspondence had given Mr Cleve under Boucher.
150	147	Captain William Whitaker Commander view what is spent every month at each place by this we shall see what our charge is for so far as this will enable us and be able to Judge of the good or bad Husbandry and as you all know tollerably well when Shipping are to be expected he must bring up his accounts ready to send by them though they should stay but a day 2 or 3 as far as he can and Dupli= =cates as there is time for it and in the Intervalls be preparing for the next we also hereby order that as he Sees fitt he send us any remarks proper for our Notice relating to what is under his care that we may thereby have an Evidence of his ability and application we also require all his Successors to do the like hereafter. 74: Since Mr Alexander and Mr Goodwin have plantations and which they had before they were of Councill we shall not objec[t] thereto because they have familys to maintain provided the attending them which they may do at leisure times dont hinder their doing our Business and we would suppose they will not wilfully neglect it nor take improper times on Pre= =tence of going to them to leave our necessary affairs under their care unfinisht and on the other hand that shall not be made without good reason an occasion for a quarell with their Superiours as seems to us in one of the Instances about Mr Ormsto[n] 75: We cant but remark that tho Mr Ormston continued of the councill some considerable time before his Suspension yet he had not Signd to one Consultation his name indeed is Enterd as if he Signd the Letters sent to India enterd in the Consultation Book this gives us cause to Suspect the Consul =tations sent us and Signd by the rest were wrote out since and Margin Notes: Capt Alexand & Capt Goodwin to hold their Plantations Mr Ormston said not to have Signd one Consultation	The continuation completed the overseer's orders. Each head was to be seen at one view, with what was spent every month at each place. By this the Court would see what its charge was, so far as this would enable it, and be able to judge of the good or bad husbandry. As they all knew tolerably well when shipping was to be expected, Byfeld was to bring up his accounts ready to send by them, though they should stay but a day or two, as far as he could, with duplicates as there was time for them, and in the intervals to be preparing for the next. The Court also ordered that, as he saw fit, he send any remarks proper for its notice relating to what was under his care, so that it might thereby have evidence of his ability and application. It also required all his successors to do the like in future. 74: Since Mr Alexander and Mr Goodwin had plantations, which they held before they were of the council, the Court would not object to that, because they had families to maintain, provided that attending them, which they might do at leisure times, did not hinder their doing the Company's business. The Court would suppose they would not wilfully neglect it, nor take improper times on a pretence of going to their plantations, to leave the Company's necessary affairs under their care unfinished. On the other hand, that was not to be made, without good reason, an occasion for a quarrel with their superiors, as seemed to the Court to have happened in one of the instances about Mr Ormston. 75: The Court could not but remark that, though Mr Ormston continued of the council some considerable time before his suspension, he had not signed one consultation. His name indeed was entered, as if he had signed, in the letters sent to India entered in the consultation book. This gave the Court cause to suspect the consultations sent it, signed by the rest, were written out since, and Interpretations The shipping-cycle discipline imposed on Byfeld solves the recurring conflict between despatch and documentation. Ships might stay but a day or two under the lay-day rules, and earlier benches had pleaded their suddenness for every late return, so the overseer was to keep his accounts standing ready against the expected arrivals, duplicates as time served, and use the intervals to prepare the next. The invitation to send his own remarks, expressly as evidence of his ability and application, opens to him the direct channel that had protected Cleve and exposed Boucher, and the extension to all his successors converts a personal trial into a standing institution of the office. The plantation dispensation in paragraph 74 settles a conflict the council prohibition of 5 March 1713 created. Alexander and Goodwin held their plantations

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			before they were of the council, and families had to be maintained, so the holdings stand, but on a double condition that cuts both ways: attendance at leisure times only, with no pretended visits leaving Company business unfinished, and equally no superior making the plantations, without good reason, the occasion of a quarrel, the weapon the Court believed it had seen drawn in one of the instances about Mr Ormston. Paragraph 75 finds the consultation book's authentication broken at its root. Mr Ormston sat in council some considerable time before his suspension yet signed not one consultation, while his name stood entered, as if signed, in the India letters copied into the book, so the record asserted signatures that were never given. The inference the Court draws is the gravest available against the island's whole documentary system: the consultations sent home, signed by the rest, were written out afterwards, fair copies composed later and subscribed in a batch, not the contemporaneous journal signed sitting by sitting that every order since 5 March 1713 had required. A book made afterwards could say anything, which is the suspicion the next words of the letter visibly open. Speculations The missing signatures probably record Ormston's resistance rather than his absence. A councillor present but refusing to sign was entitled to dissent with reasons under the standing constitution, and a bench unwilling to enter his reasons had one alternative, to write the book without him, which fits his place in the persecuted circle alongside Free his neighbour and explains why his suspension followed. His unsigned months are the negative image of the quarrels the letter has traced. The forward preparation ordered in the intervals also quietly tests the plantations' bookkeeping against the fort's excuses. An overseer who could hold monthly accounts ready for ships staying two days proved the thing could be done, so every future plea from the secretary's office that despatch outran the writing would stand answered by the practice of the Company's own farm.
151	148	By the Ship Drake if so how can we tell whether they are truly transcribed we expect in future that all the Consultations to be sent us be prepar'd ready as soon as possible after reading and agreeing to at the next meeting never to Exceed a week and then Sign'd by which means they will be ready at a days warning to be made up and sent by the next arriving Ship. Fourthly Touching our Fortifi= cations Buildings and Garrison Stores 76: We could make some observations on the two first Branch= es of this head from the Letters before us but in regard they tell us that in Eight months longer from the date of your Letter in Decemr last you shall have Compleated all we for= =bear only adding That you must send us the Accounts of what you have and where as to the Fortifications and also to the Buildings mentioning therein the particulars and of what materialls wood or stone with the length heighth and thickness of the Severall stone works whether Fortifica= =tion or other Buildings that we may have the full Account of each for to say Such a Curtain Battery blacks house store room or other things give no Satisfaction nor can we make any Guess work as to the Charge unless these discriptions are given with them. 77: We observe your Reasons why Govr Robertss house Should not be made a Storehouse but turnd into Apartments for two of the Councill and consent thereto as we do to the reas[ons] for your making the Storehouses you are about Contig= =uous to the Castle and so near to the Landing place for securing the goods Saving the labour and accidents	The continuation completed the suspicion over the consultations. If they were written out since, the Court asked how it could tell whether they were truly transcribed. It expected in future that all the consultations to be sent were prepared ready as soon as possible after being read and agreed to at the next meeting, never to exceed a week, and then signed, by which means they would be ready at a day's warning to be made up and sent by the next arriving ship. The despatch then opened its fourth head, concerning the Company's fortifications, buildings and garrison stores. 76: The Court could make some observations on the first two branches of this head from the letters before it, but in regard the bench told it that in eight months longer from the date of its letter in December last it would have completed all, the Court forbore, only adding that the bench must send it the accounts of what it had, and where, as to the fortifications, and also as to the buildings, mentioning in them the particulars, and of what materials, wood or stone, with the length, height and thickness of the several stone works, whether fortification or other buildings, so that the Court might have the full account of each. To say such a curtain, battery, blacks' house, storeroom or other things gave no satisfaction, nor could the Court make any guess as to the charge, unless these descriptions were given with them. 77: The Court observed the bench's reasons why Governor Roberts's house should not be made a storehouse but turned into apartments for two of the council, and consented to it, as it did to the reasons for

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		Margin Notes: To Send a Particul[ar] of all Buildings &[c] In answer to our objections against making Govr Roberts House into Store Houses	making the storehouses the bench was about contiguous to the Castle, and so near the landing place, for securing the goods, saving the labour and accidents attending Interpretations The weekly signing cycle imposed at the head closes the gap the Ormston discovery opened. Consultations were to be prepared as soon as possible after reading and agreement at the next meeting, never exceeding a week, and then signed, so the fair copy followed the sitting within days while memories and members were the same, and the signed record stood ready at a day's warning for any ship. The reform makes late composition detectable by its own dates: a book kept to this rhythm could no longer be written out since, and a ship sailing unsupplied would convict the bench from the calendar alone. The building descriptions ordered in paragraph 76 convert the works return into a surveyor's schedule. A curtain, a battery, a blacks' house or a storeroom named bare told London nothing of cost; with materials stated, wood or stone, and the length, height and thickness of every stone work, the Court could compute masonry by the cubic measure and check the charge against the labour and lime it had supplied, the audit it had been attempting since the stone platform programme began under the despatch of 24 March 1680. The bench's promise of completion within eight months from its December letter is taken on terms: the observations are forborne, not waived, and the measured account will test the promise when it falls due. Paragraph 77 settles the Roberts house against the <i>Hartford's</i> order. The despatch of 5 March 1720 had bought the house and bound it to a storehouse and to no other use whatsoever, but the bench's reasons, with new storehouses building contiguous to the Castle and near the landing place, persuaded the Court to consent to apartments for two of the council instead. The substitution preserves the original policy better than the original order: stores beside the Castle sat under the Governor and council's eye as the supervisory doctrine of 14 March 1715 required, the landing-place site saved the labour and accidents of carriage, and councillors lodged in the Roberts house brought two more watchers within sight of the stores. Speculations The consent given so readily in paragraph 77, in a letter that grants the bench almost nothing else, marks the Court's method of keeping obedience cheap where it could. The bench's reasons were sound and the Court says so, which costs nothing and demonstrates that reasoned representations succeed where evasions fail, the lesson the whole correspondence had laboured: the Court's orders bent to argument entered openly, never to silence or contrivance. Housing two councillors in the former Governor's house also redistributes the establishment's geography against the complaint, standing since 11 March 1717, that no councillor but the Governor lived at the fort where he appeared lord paramount. Two of the council lodged at the heart of the official quarter diluted the Governor's solitary state and placed witnesses beside the stores and the landing, an arrangement the Court had reason to prefer for more than the saving of carriage.
152	149	Captain William Whitaker Comman[der] attending the Blacks as well as preventing [...] the Goods and having all under your eye a[...] of the Centinells to prevent future thefts like t[...] Tobacco of which a Cask was broke open in t[...] yard. 78: We suppose now the Council will be all supplyd [...] per apartments as to the Chaplain you say you can provide for him at a trifling charge at the old storehouse	The continuation completed the reasons for the new storehouses. Their site saved the labour and accidents attending the blacks, as well as preventing [...] the goods, and brought all under the bench's eye and that of the sentinels, to prevent future thefts like that of the tobacco, of which a cask was broken open in the [...] yard.

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		whether that would not do as well for the Surgeon who hath the house by the Sessions house formerly Appointed for the Chaplain you will Judge and do as you see most for our Service and at least Expence If any of the Councill nevertheless shall want an Apartment when the other more necessary works which require Speedy dispatches are finisht set about it. 79: In perusing the Gunners Account of Stores spent we find Sev= =erall unwarrantable articles Guns Fired at Mr Fredericks [...] a shoar as many at other Passengers 21 at Governour [...] coming a Shoar as Many at Mr Pykes and others goin[g] off and even at the new Governrs going aboard and return[ing] a shoar from Ships in the road and many other the like Instances and sometimes the greatest Guns such as the [...] and whole or Demy Culverins fired among the rest on Publicks days we find indeed of late this Excess is lessened but we mention it to prevent its being again Introduced and where it shall be necessary to pay a respect to a person of Eminency that fewer Guns do serve and also to show you that even wast in Smaller articles ought to be corrected for many a little makes a mickle. Margin Notes: Building for ye Gent of ye Councill ab[t] ye Gunrs Exp[ences]	78: The Court supposed the council would now be all supplied with proper apartments. As to the chaplain, the bench said it could provide for him at a trifling charge at the old storehouse. Whether that would not do as well for the surgeon, who had the house by the sessions house formerly appointed for the chaplain, the bench was to judge, and do as it saw most for the Company's service and at least expense. If any of the council nevertheless should want an apartment, the bench was to set about it when the other more necessary works, which required speedy despatch, were finished. 79: In perusing the gunner's account of stores spent, the Court found several unwarrantable articles: guns fired at Mr Frederick's coming ashore, as many at other passengers, 21 at Governor [...]s coming ashore, as many at Mr Pyke's and others going off, and even at the new Governor's going aboard and returning ashore from ships in the road, and many other the like instances, and sometimes the greatest guns, such as the cannon and whole or demi culverins, fired among the rest on public days. The Court found indeed of late this excess was lessened, but it mentioned it to prevent its being again introduced, and where it should be necessary to pay a respect to persons of eminence, fewer guns would serve, and also to show the bench that even waste in smaller articles ought to be corrected, for many a little makes a mickle. Interpretations The tobacco theft names the failure the storehouse siting was designed to cure. A cask broken open in the yard had been possible because the old stores lay beyond constant observation, and the new houses contiguous to the Castle placed the goods under the bench's eye and the sentinels' at once, the supervisory doctrine of 14 March 1715 extended from the officers within to the watch without, so the garrison's ordinary guard became part of the audit machinery. The lodging exchange in paragraph 78 ranks the establishment's housing by service. The chaplain could be provided at trifling charge at the old storehouse; the surgeon held the house by the sessions house formerly appointed for the chaplain; and the Court leaves the swap to the bench's judgment on the two tests it always paired, most for the service and least expense, with any remaining council apartment deferred behind the more necessary works requiring speedy despatch. The sequence prices comfort last, after defence and stores, the order of the building rule standing since 13 March 1719, necessary works only, useful and lasting. The gunner's account in paragraph 79 reads as the salute audit renewed for a new generation. Guns at Mr Frederick's landing, at passengers, 21 at a Governor's coming ashore, as many at Mr Pyke's and others' departures, and at the new Governor's own boat trips to and from ships in the road, with cannon and whole and demi culverins among them on public days, repeat the abuses of the 1,300 guns under Beck rebuked on 1 August 1683 and the wedding and funeral salutes audited on 5 March 1713. The schedule had stood at three guns for Company ships and up to seven for friendly Europeans since 20 February 1678, so 21 for one landing tripled the highest lawful compliment; the Court notes the excess of late lessened, and writes the rebuke to prevent its return, closing with the proverb that many a little makes a mickle, small wastes compounding into great charge. The demi culverins and whole culverins named among the pieces fired mark the waste at its dearest. The great guns burned powder by the several pounds a discharge, the falcons' single pound having been thought too much for alarms in the audit of 5 March 1713, so ceremony with the heaviest ordnance consumed the magazine the fortifications head existed to fill.

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			Speculations The salutes fired at the new Governor's own comings and goings from ships in the road suggest Johnson had taken the island's ceremonial habits to himself within weeks of arrival, each boat trip announced like a ship of state. The Court's dry inclusion of these among the unwarrantable articles, without naming him in the sentence, lets the gunner's own figures carry the censure, the method the whole letter prefers: the record convicts, the Court merely reads it aloud. The proverb closing the paragraph, rare plainness in the Court's style, probably aims past the gunner at the bench's standing defence of trifles. The letter had earlier disclaimed contending for trifles over the fort household; the mickle maxim answers in advance the same plea on powder, declaring the Court's economy indivisible, great frauds and little salutes corrected by the one discipline.
153	150	By the Ship Drake Fifthly Touching the Civill Government of the Island or the Productions thereof and what concerns any of the Inhabitants. 80: We have toucht upon Some Instances herein relating to this head we have more but having told you our minds and orders thereupon we refer you thereto as to what shall else have been mentioned here with relation to the Govern= =ment of the People It is very strange to us that the Stations you are in and which we design for the Safty of the whole Island and good of the People should be as we see in some instances warped to the Gratifying unjustifiable Passi= =ons and private piques and resentments we could easily enumerate them but forbear hoping we shall have no mor[e] of them and that you will remember the Golden Rule of doing as you would be done by. 81: The fencing the Plantations you have had frequent directions about with the reasons none of your Letters before the last Letter takes notice of it dont let it Slip out of your memory or be unworthy your future regard. 82: We find some parcels of land let out to Souldiers and others by Govr Pyke in the latter end of his time and some again in yours we should be well pleased to find a great deal more so done to encourage young beginners and if some of our plantations were let out to diligent & Industrious men they would by what we can observe turn to better account then they do at present. 83: We have a Petition of Wm Beale complaining he had due to Margin Notes: Civill Govern[ment] Fencing Letting of land	The despatch then opened its fifth head, concerning the civil government of the island, its productions and whatever concerned any of the inhabitants. 80: The Court had touched on some instances relating to this head already, and had more, but having told the bench its mind and orders on them, it referred the bench to those passages for whatever else had been mentioned here in relation to the government of the people. It was very strange to the Court that the stations the bench was in, which the Court designed for the safety of the whole island and the good of the people, should be, as it saw in some instances, warped to the gratifying of unjustifiable passions and private piques and resentments. The Court could easily enumerate them, but forbore, hoping it would have no more of them, and that the bench would remember the golden rule of doing as it would be done by. 81: The fencing of the plantations the bench had had frequent directions about, with the reasons. None of its letters before the last took notice of it. The bench was not to let it slip out of its memory, or be unworthy of its future regard. 82: The Court found some parcels of land let out to soldiers and others by Governor Pyke in the latter end of his time, and some again in the present Governor's. It would be well pleased to find a great deal more so done, to encourage young beginners, and if some of the Company's plantations were let out to diligent and industrious men, they would, by what the Court could observe, turn to better account than they did at present. 83: The Court had a petition of William Beale complaining he had due to him Interpretations The summary in paragraph 80 names the disease the whole letter has treated case by case: stations designed for the safety of the island and the good of the people warped to private piques and resentments, the formula that gathers the Powell embargo, the Jones assault, the Free sale and the Tovey suspension into one finding. The forbearance from enumeration is itself the sentence, since the instances stood already proved in the preceding paragraphs, and the golden rule invoked repeats the close of the trials passage, the Court's settled doctrine that island government answered finally to the morality it preached. The fencing reminder in paragraph 81 marks a duty now five years unanswered. Directions on fencing the plantations had run since the revival of the planting and fencing laws on 11 March 1717 and stood among the unanswered paragraphs charged at the head of this letter, paragraph 37 of Johnson's own instructions; the bench's silence through every letter but the last left the order alive under the standing rules doctrine, and the

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			Court's warning against its slipping out of memory puts the next omission beyond excuse. Paragraph 82 endorses the one bright thread in the land records. Parcels let to soldiers and others at the end of Pyke's time and again under Johnson executed the policy of moderate lettings approved in the <i>Hartford</i> letter, multiplying families and the militia, and the Court asks for a great deal more, joining to it the disposal policy of that letter: the Company's plantations let to diligent and industrious men would turn to better account than under the Company's own management, the judgment the Powell comparisons had grounded and the sale order of 5 March 1720 had begun. William Beale's petition opening paragraph 83 returns a familiar name to the file by the familiar route. He was the pinch-man whose £10 0s 0d bribery offer to the Governor had been the flagrant instance of the transfer corruption on 22 February 1716, and stood at £240 0s 0d among the debtors listed earlier in this letter; his claim of money due to him now reaches the Court by direct petition, the channel the letter has just armed with the Free procedure. Speculations The praise of the lettings begun in the latter end of Pyke's time, the only conduct of his this letter commends, is probably calculated to detach the policy from the man. Land let to beginners was the Court's programme whoever signed the leases, and crediting both Governors with it invites Johnson to enlarge a practice his predecessor began without the concession reading as Pyke's vindication. The encouragement of young beginners also works on the demographic ledger the letter has kept throughout. Every soldier settled on a parcel converted a wage charge into a militia tenure, the soldier-to-planter transition that had been policy since 19 December 1673, and the Court's pleasure at finding it resumed under two administrations marks the one continuity it wished preserved across the change of government.
154	151	Captain William Whitaker Commander him as overseer of the Workmen from July 1715 to Febry follow=ing £21: 7: 6 which should been but was not placed to his account and refused to be paid when he made his Claim because it was a debt of such long standing and the Books gone home on this the Books were inspected and therein we find in two articles between that July and 28th march 157 working days paid him 2s a day this we suppose is all his debt If there be any more Justly due and well provd let him have it but we observe in this case he charges half a Crown a day and the Books make it but two Shillings perhap[s] some of the people aforementioned when the work Book was lost might be guilty of the Same fault of overcharging let it be your care to see we are better served But how came this man to owe us £240 as aforesaid we should be glad to hear any tollerable reason for trusting such a fellow so much who works at 2s a day might not then our unfaithfull servants as well in the event have pickt our Pockets of so much money as his and other the like peoples debts amounts to if they are not recovered. 84: Though this letter is so very long occasioned by the many Repetitions of our orders and your answers and the other particulars arising therefrom Yet we think it necessary to tell you once more we expect an honest plain and full answe[r] to every Para and Clause therein and a hearty endeavour to perform every direction containd in the same or you will necessitate us to change hands and that every one of the Coun= =cill do carefully peruse and consider it well together with our former Letters that they may know whether the answer be full and as orderd. Margin Notes:	The continuation completed William Beale's petition. He complained he had due to him as overseer of the workmen, from July 1715 to the February following, £21 7s 6d, which should have been but was not placed to his account, and which the bench refused to pay when he made his claim, because it was a debt of such long standing and the books had gone home. On this the books were inspected, and in them the Court found, in two articles between that July and 25 March, 157 days of labour paid him at 2s 0d a day, which it supposed was all his debt. If there was any more justly due and well proved, the bench was to let him have it. But the Court observed that in this case he charged half a crown a day, and the books made it but 2s 0d. Perhaps some of the people mentioned before, when the work book was lost, might have been guilty of the same fault of overcharging; the bench was to take care to see the Court was better served. But the Court asked how this man came to owe it £240 0s 0d as stated before. It would be glad to hear any tolerable reason for trusting such a fellow so much, who worked at 2s 0d a day. The Court asked whether its unfaithful servants might not, in the event, have picked its pockets of as much money as his and other like people's debts amounted to, if they were not recovered. 84: Though this letter was so very long, occasioned by the many repetitions of the Court's orders, the bench's answers and the other particulars arising from them, yet the Court thought it necessary to tell the bench once more that it expected an honest, plain and full answer to every paragraph and clause in it, and a hearty endeavour to perform every direction contained

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		About Beals Petition To answer the Letters	in it, or the bench would force the Court to change hands. Every one of the council was to peruse and consider it well, together with the Court's former letters, so that they might know whether the answer was full and as ordered. Interpretations The Beale petition is decided by the books against both parties at once. The bench's refusal, grounded on the debt's long standing and the books gone home, is overruled by inspection in London, where two articles between July and 25 March showed 157 days of labour paid at 2s 0d a day; the claimant's own figure falls with it, half a crown a day charged where the record made 2s 0d, so the petitioner recovers what is proved and is convicted of overcharging in the same finding. The rate itself sits against the standing wage discipline, the 1s 0d a day for master workmen fixed since 20 February 1678 and defended on 9 April 1680 against English rates of 2s 0d to 2s 6d, so Beale's 2s 0d already stood at double the old island standard and his 2s 6d claim at the English ceiling. The lost work book returns as the key to a class of frauds. The Court connects Beale's overcharge to the workmen paid on their own oaths since that book vanished, the temptation it had named at paragraph 50, so a single tested petition becomes the sample proving the suspected fault general, and the bench is charged to see the Court better served across the whole payroll the book should have checked. The £240 0s 0d question prices the credit scandal by one man's wages. A labourer at 2s 0d a day earned about £31 0s 0d in a full year of six-day weeks, so Beale's debt represented roughly eight years of his entire earnings, trust no honest storekeeper could extend; the Court's arithmetic turns the debtors' list into an indictment, since debts of that size against such earners could only be the unfaithful servants picking the Company's pocket by credits never meant to be repaid. Paragraph 84 closes the letter's discipline on its own length. The swelling was the bench's doing, repetition of orders forced by non-answers, and the remedy demanded is the original rule of the bench's first promise, an honest, plain and full answer to every paragraph and clause with hearty performance, on the now familiar alternative of changing hands; every councillor was to study this letter with the former ones, so that ignorance of the standing orders could never again be pleaded by men directed to read them together. Speculations The phrase such a fellow, unusually contemptuous for the Court's style, probably carries the memory of Beale's bribery offer of 1716 as much as his wage rate. A man who had once offered the Governor £10 0s 0d in silver to shift his bills was a known quantity in London's file, and trusting him to £240 0s 0d after that exposure reads as the bench's choice rather than its oversight, which is the insinuation the rhetorical question leaves standing. The order that the whole council peruse the letter together with the former ones quietly makes the missing extract book redundant for its first purpose. The compilation ordered since 4 February 1714 had never come; directing collective study of the originals achieves the same operational knowledge by heavier means, and places the labour of the bench's own neglect back on the men who neglected it.
155	152	By the Ship Drake Captn William Whitaker Commander 85: We have very lately entertaind Mr Benja Hawkes a Factor for St Helena at the sallary of thirty pounds a year for five years he hath been bred up to Business and hath been a shopkeeper so that he may be usefull in the Storeroom but we dont appoint him peremptorly to any	85: The Court had very lately engaged Mr Benjamin Hawkes as a factor for St Helena, at a salary of £30 0s 0d a year for five years. He had been bred up to business and had been a shopkeeper, so that he might be useful in the storeroom, but the Court did not appoint him peremptorily to any particular business,

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		particular business leaving to you to do it where he may be found most usefull to us and you If by his dili= =gent and faithfull behaviour you find he deserves more we will on notice thereof increase his Sallary if we approv[e] of the reasons you give for such Augmentation. John George representing to us that his son John has servd Eighteen years at St Helena and praying he may come home we permit him so to do if he desires it and clear his debts if any on the Island. 87: The Ship Drake being to proceed to the West Coast of Sumatra If you have any Surplus Blacks that you can spare send them on her thither for you say you have to many but dont send Children or decrepid ones Let us know Whom you send and their severall ages that we may Examine them with the Lists receivd We are Your Loving Friends Jno Cooke Jno Edleston Tho Heath Richd Boulten Jos Eyles Abrm Addams Robt Hudson J Ward Fran Child Jam Thuncmans Jo Wordsworth Junr Henry Lyell E Harrison Wm Aislabie John Heathcote Wm Gosselin John Gould Edwd Turner Caleb Colesworth Margin Notes: Mr Hawkes Entertaind Jno George to goe off Blacks to be sent off	leaving it to the bench to place him where he might be found most useful to the Company and the bench. If by his diligent and faithful behaviour the bench found he deserved more, the Court would on notice of it increase his salary, if it approved the reasons given for such an increase. 86: John George represented to the Court that his son John had served 18 years at St Helena, and prayed he might come home. The Court permitted him to do so, if he desired it and cleared his debts, if any, on the island. 87: The ship <i>Drake</i> was to proceed to the west coast of Sumatra. If the bench had any surplus blacks that it could spare, it was to send them on her there, for the bench said it had too many, but it was not to send children or decrepit ones. The bench was to let the Court know whom it sent and their several ages, so that the Court might examine them against the lists received. The despatch closed with the Court subscribing itself the bench's loving friends, signed by John Cooke, John Eccleston, Thomas Heath, Richard Boulton, Joseph Eyles, Abraham Addams, Robert Hudson, J. Ward, Francis Child, [...] Thuncmans, Joseph Wordsworth Junior, Henry Lyell, E. Harrison, William Aislabie, John Heathcote, William Goselin, John Gould, Edward Turner and Caleb Colesworth. Interpretations Mr Hawkes's engagement answers the clerical famine the letter has documented at every office. A factor bred to business and lately a shopkeeper carried exactly the skills the reforms demanded, retail accounting for the ready-money stores and book work for the returns, and the unassigned commission, useful where the bench finds him most useful, lets one salary relieve whichever office, storeroom or secretary's desk, was drowning when he landed. The conditional rise on the bench's reasoned notice extends the performance pay principle of the gratuities to a new engagement at its outset. John George's petition for his son shows the discharge rules of half a century still governing. Free passage home at the end of service had been promised since the founding instructions, and clearance of debts on the island had been the condition on every leave granted since the returns of the 1670s, so the eighteen-year man goes home by the same two tests, his own desire and a clean account, that released Sergeant Southen in 1717 and Thomas Thompson the same year. Paragraph 87 converts the bench's complaint of too many blacks into a transfer within the Company's establishments. The <i>Drake</i> proceeding to the west coast of Sumatra could carry the surplus to Fort Marlborough, where the Bencoolen factories had wanted hands for years, and the conditions guard both ends of the exchange: no children or decrepit ones, so the island could not ship its burdens and keep its workers, and the names and ages sent home for examination against the lists received, so the selection could be audited against the register the bench had returned by the <i>Bouverie</i>. The slave list, ordered by every shipping since 13 March 1719, here performs its designed office as the control on movements between stations. The signature list shows the Court's generation turning over. Henry Lyell, Thomas Heath and E. Harrison of the sitting secret committee sign with John Heathcote, Francis Child and Edward Harrison of the established direction, alongside new names, Eccleston, Addams, Hudson, Eyles, Colesworth, while the <i>Drake's</i> own commander's namesake Robert Hudson and the China supercargo line stand represented in the house that despatched them. Speculations

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			The shipment of surplus blacks to Sumatra also tests the bench's own complaint by its response. A council that had pleaded 100 good males would outserve its 252 could now prove the plea by sparing the difference; sending few or none would confess the surplus imaginary, while sending the able would be visible in the ages returned, so the order is framed to make either answer informative, the letter's characteristic device applied one last time. The five-year term of Hawkes's covenant, unusual where most engagements ran on yearly gratuities, probably prices the risk of the posting after the letter's own revelations. A man asked to keep honest books among the officers this despatch describes needed security against their displeasure, and a fixed term at a fixed salary, improvable only from London, made him the Court's servant rather than the bench's, the same insulation the direct correspondence gave Byfeld and Cleve.
156	153	By the Ship Lethieullier Captn John Edwards Commander London ye 23d Feby 1721 1722 Our Governour & Council of St Helena 1: By the Ship Drake We wrote you last under the 31st of May 1721. Its Copy now enclosed because We have no account of her arrivall with you, Since then We have receivd your Severall Letter[s] with duplicates of most of them Vizt of the 10th march 1720 p Mountague of the 18th Aprill by the Duke of Cambridge of the 1st of may by the Mary of the 5th June by the Carnarvon and of the 10 August following by the Hartford, To these and your Consult[ation]s Commencing 28th December 1720 ending the 8th of August last and to the other papers in the packets for so far as we Judge proper We are now to give you our answer with Such Directions and observations thereupon as the State of our affairs require, unde[r] our usuall Generall Heads, as undermentiond. 2: But We think it necessary first of all to acquaint you That in our aforesaid Letter by the Drake We wrote at large on the Severall Branches of our affairs therein taking notice in many particulars wherein We found our Orders disobeyd or not Comply= ed with and laid down the Rules for your observance in future We refer you thereto Expecting you will diligently and Constant= =ly attend unto and duly regard the Severall Rules directions Cautions and admonitions therin Containd If you value our Service or Expect a Continuance therein or to be allowed the Gra= =tuities appointed to you Respectively which were then Settled only on Condition that it should appear to us you did from time to time deserve them and which we are Sorry to tell you by the miscarriages taken notice of in Said Letter We think none of you do and if we dont find you Comply better with those orders for the future We Shall oblige you to Refund and not Rest there but also Sue your Covenants for breach of the many Clauses therin Margin Notes: [...] 1721 [...] ye Drake [...] in [...] 1722 The Receipt of our Genl Letter Recitall of for mer letter	The Court of Directors wrote from London on 23 February 1722 to the Governor and council of St Helena, the despatch carried by the ship <i>Lethieullier</i> under Captain John Edwards. 1: The Court last wrote by the ship <i>Drake</i> under date of 31 May 1721, and its copy was now enclosed, because the Court had no account of her arrival with the bench. Since then it received the bench's several letters, with duplicates of most of them: of 10 March 1720 by the <i>Montague</i>, of 18 April by the <i>Duke of Cambridge</i>, of 1 May by the <i>Mary</i>, of 5 June by the <i>Carnarvon</i>, and of 10 August following by the <i>Hartford</i>. To these, and the bench's consultations commencing 28 December 1720 and ending 8 August last, and to the other papers in the packets, so far as it judged proper, the Court now gave its answer, with such directions and observations on them as the state of the Company's affairs required, under its usual general heads as set out below. 2: But the Court thought it necessary first of all to acquaint the bench that in its letter by the <i>Drake</i> it wrote at large on the several branches of its affairs, taking notice in many particulars where it found its orders disobeyed or not complied with, and laid down the rules for the bench's observance in future. The Court referred the bench to that letter, expecting it would diligently and constantly attend to, and duly regard, the several rules, directions, cautions and admonitions contained in it, if the bench valued the Company's service or expected a continuance of it, or to be allowed the gratuities appointed to them respectively, which were settled only on condition that they should appear to the Court from time to time to deserve them. The Court was sorry to tell the bench that, by the miscarriages taken notice of in that letter, it thought none of them did, and if it did not find the bench comply better with those orders for the future, it would oblige them to refund, and not rest there, but also sue their covenants for breach of the many clauses in them Interpretations The enclosed copy of the <i>Drake</i> letter applies the duplicate doctrine to the Court's own correspondence at its most consequential. No account of the <i>Drake</i>'s arrival had come, so the whole code of reforms of 31 May 1721 might be lying at the bottom of the Atlantic; the copy now sent ensured the rules took effect whichever fate the original met, and dated the bench's obligation from this receipt at latest, closing the excuse of non-delivery before it could be raised. The gratuity judgment in paragraph 2 is the system's first general forfeiture. Conditional gratuities had been settled since 5 March 1713 on the test that the holders appear from time to time to deserve them, and the Court now finds, on the miscarriages of the <i>Drake</i>

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			letter, that none of the bench did, the whole establishment failing the condition together. The sentence is suspended rather than executed, better compliance for the future being the named reprieve, but the finding stands recorded against every gratuity the year would otherwise have earned. The escalation beyond forfeiture names the legal artillery behind the covenants. Refunding would claw back gratuities already paid; suing the covenants for breach of their many clauses would carry the officers' own bonds into the courts in England, the remedy executed against no St Helena officer since the Boucher account was secured by bond in 1713, so the Court sets out the full ladder, withhold, refund, sue, and places the bench on its middle rung. The correspondence audit in paragraph 1 shows the packet discipline now running well in one direction. Five letters with duplicates of most, consultations in an unbroken run from 28 December 1720 to 8 August last, and the papers answered so far as judged proper, mark the bench's transmissions regular at last, the <i>Carnarvon</i> and the season's great ships each carrying its instalment, even as the content of those consultations had earned the censure the second paragraph delivers. Speculations The Court's choice to open the new letter with the collective forfeiture, before any head of business, reads as a deliberate breach of its own ordering rules for effect. Every letter since the heads were fixed had marched from shipping to goods to servants; placing the gratuity sentence first makes the bench read its condemnation before its instructions, so that every following paragraph is studied by men freshly reminded what their attention is worth to them. The phrase if you value our service or expect a continuance of it quietly extends the threat from pay to place for the whole council at once. Changing hands had been threatened of offices singly through the <i>Drake</i> letter; here the conditional governs the bench collectively, which suggests the Court had begun to weigh the remedy it had used in 1713 and 1719, the wholesale commission, and wished the bench to weigh it too.
157	154	By the Ship Lethieullier you have Transgrest or not Complied with. 3: We tell you this our minds in Breif because We find that Expos= =tulations and Complaints for not observing some of our Orders and going contrary to others which swell our Letters to an un= =measurable Length have not hitherto been of Sufficient avail to Influence you to a due regular and continued care to mannage our affairs under your direction according to the Rules and Orders We have given you, nor will we again as we therein told you allow your pretence of mistakes and asking of Pardon or allegations that Such and Such things were done before your times to pass as so many Justifications or excuses for going contrary to or Neglecting to obey the Instructions & Directions, from time to time Sent you from us But as in our Said Letter We have told you wherein we Suffer and have Suffered by your perverse mannagement in not Complying with our orders We Expect you Shall be and we will Endeavour to make you answerable for the damages you occasion Us thereby This we tell you once for all and Settle it in the Front of the Letter for your notice and Cau= =tion that you may be assurd We are in Earnest and can bare no Longer We now proceed. First concerning Shipping Returned and Sent or Sending out 4: Since our last It hath Pleasd God The following Ships have arrivd us in Safety Vizt The Duke of Cambridge from Fort St George the 5th of July The Cardigan from the Bay the 6th The Craggs Friggott from thence the 11th The Cardonell the Derby and Mary from Fort[s]	The continuation completed the threat of suit on the covenants, for breach of the many clauses the bench had transgressed or not complied with. 3: The Court told the bench its mind in brief, because it found that complaints and protests for not observing some of its orders, and going contrary to others, which swelled its letters to an immeasurable length, had not so far been of sufficient force to influence the bench to a due, regular and continued care in managing the Company's affairs under its direction, according to the rules and orders given. Nor would the Court again, as it told the bench there, allow its claims of mistakes, its asking of pardon, or its allegations that such and such things were done before its time, to pass as so many justifications or excuses for going contrary to, or neglecting to obey, the instructions and directions sent from time to time. But as in that letter the Court told the bench where it suffered, and had suffered, by its perverse management in not complying with its orders, it expected the bench would be, and it would endeavour to make it, answerable for the damages it occasioned. This the Court told the bench once for all, and set it in the front of the letter for its notice and caution, so that it might be assured the Court was in earnest and could bear no longer. The Court now proceeded. The despatch then opened its first head, concerning shipping returned and sent or sending out. 4: Since the Court's last, it had pleased God the following ships arrived safely: the <i>Duke of Cambridge</i> from Fort St George on 5 July, the <i>Cardigan</i> from the

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		and the <i>Sarum</i> from China the 18th of Said July The <i>Bridgewater</i> from China last from Fort St George the 26 Augt The <i>Duke of York</i> from the Bay the 26 The <i>Carnarvon</i> from China the 29th of Said Augt and the <i>Hartford</i> from Fort St George the 8th of Novembr having mett with very bad weather and a tedious passage in getting about Margin Notes: Expostulations and threats Ships Arrived	Bay on 6 July, the <i>Craggs Frigate</i> from there on 11 July, the <i>Cardonell</i>, the <i>Derby</i> and <i>Mary</i> from Fort St George and the <i>Sarum</i> from China on 18 July, the <i>Bridgewater</i> from China, last from Fort St George, on 26 August, the <i>Duke of York</i> from the Bay on 26 August, the <i>Carnarvon</i> from China on 29 August, and the <i>Hartford</i> from Fort St George on 8 November, having met with very bad weather and a tedious passage in getting about Interpretations The damages doctrine announced in paragraph 3 moves the Court's remedy from punishment to compensation. Forfeited gratuities and covenant suits punished the men; making the bench answerable for the damages it occasioned would recover the losses themselves, the demurrage allowed by default, the goods sold under cost, the debts assigned over, each chargeable as a sum against those whose disobedience caused it. The principle had been applied piecemeal through the <i>Drake</i> letter, the giver making good unauthorised credit and the screen-holder paying double damages; here it is generalised and set in the front of the letter, the Court's own phrase for a rule meant to govern the reading of everything after it. The catalogue of banned excuses gathers the bench's whole defensive repertoire into one proscription: mistakes pleaded, pardons asked, and the things done before your times that paragraphs 48 and 65 of the <i>Drake</i> letter had already dismantled. Striking them together converts every future use of any of them from mitigation into aggravation, since the bench now uses them against an express prohibition. The brevity promised in paragraph 3 is itself a sanction explained. Letters swollen to immeasurable length had been the cost of remonstrance, charged to the bench's account in the <i>Drake</i> letter; the Court's resolve to tell its mind in brief withdraws the labour of persuasion and leaves bare orders backed by the damages rule, the correspondence reduced to instruction and account as between a principal and agents no longer argued with. The arrival list in paragraph 4 closes the year's homeward season with every great ship accounted: the China ships <i>Sarum</i>, <i>Bridgewater</i> and <i>Carnarvon</i>, the Coast and Bay fleet from the <i>Duke of Cambridge</i> to the <i>Duke of York</i>, the <i>Craggs Frigate</i> home from the Bay, and the <i>Hartford</i>, the island's own carrier of the 1720 despatch, last in on 8 November after very bad weather and a tedious passage. The pious formula of safe arrival under God repeats the convention of the <i>Drake</i> letter, the one hazard outside the system acknowledged at the head of each year's reckoning. Speculations The placement of the in-earnest declaration, expressly so that the bench might be assured the Court could bear no longer, suggests the Court writing as much for a future tribunal as for the bench. A letter that recorded fair warning, named the banned excuses and announced the damages rule in its front matter would read in any later proceeding, before the Company's own General Court or a court of law on the covenants, as the patient principal's final notice, the document a prosecution opens with. The <i>Hartford's</i> tedious passage, alone of the fleet thought worth a clause, probably flags a packet anxiety as much as a sea story. She carried the bench's letter of 10 August and its duplicates, the year's fullest account of the island, and her three months' lateness behind the <i>Carnarvon</i> explains why the Court's answer now issued in February rather than with the autumn ships, the correspondence cycle itself hostage to one ship's weather.
158	155	Captn John Edwards Commander the Cape.	The continuation completed the <i>Hartford's</i> passage report, her bad weather having come in getting about the Cape.

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		5: The Ships taken up and Sent or Sending out this Season are Vizt The Cæsar Tons 430 Captains Willm Mabbott for Mocha The Townshend 400 Phillips North for Mocha The Eyles 480 James Winter for China The Lyell 460 Charles Small for China The Princess Eemelia 350 John Misenor for China The Walpole 490 Charles Boddam for China The Fordwich 480 Richd Gosfright For Fort St George The Bouverie 450 James Chambre For Bengall The Godfrey 220 Benja Braund For Benjar The Nightingale 420 Willm Mackett for the Coast or Bay The Enfield 450 Charles Rigby for the Coast or Bay The Devonshire 480 Laurence Prince for the Coast or Bay The Prince Frederick 440 Edwd Merlin For Bombay The Hanover 480 John Bond For Bombay The Lethieullier 470 John Edwards For St Helena & the West Coast 6: The two Mocha Ships have been Dispatcht by us ever Since the 11 Novembr and Staid only for a fair wind they Sailed from the Downes y[e] 3 of December. 7: The Four China Ships, that to Benjar and the Fordwich and Bouveri[e] to the Coast and Bay were dispatcht from us the latest the 8 december but were detained by Contrary winds in the Downes till the 2d Janry when they had a brisk Gale which Continued fair for Severall days after./ 8: We have thought fitt instead of appointing Supra Cargoes for each China Ships to Settle a Councill in the nature of a Factory for mannageing the Concerns of all four The persons Messrs and James Naish Richard Newsham John Savage Edward Pratt Whitchcott Turner Waldo Dubois and Henry Talbot. Margin Notes: Ships Sailed Supra Cargoes	5: The ships taken up and sent or sending out this season were as follows. The <i>Caesar</i> 430 tons Captain William Mabbott, for Mocha The <i>Townsbend</i> 400 tons Captain Phillips North, for Mocha The <i>Eyles</i> 480 tons Captain James Winter, for China The <i>Lyell</i> 460 tons Captain Charles Small, for China The <i>Princess Emelia</i> 350 tons Captain John Misenor, for China The <i>Walpole</i> 490 tons Captain Charles Boddam, for China The <i>Fordwich</i> 480 tons Captain Richard Gosfright, for Fort St George The <i>Bouverie</i> 450 tons Captain James Chambre, for Bengal The <i>Godfrey</i> 220 tons Captain Benjamin Braund, for Benjar The <i>Nightingale</i> 480 tons Captain William Mackett, for the Coast or Bay The <i>Enfield</i> 450 tons Captain Charles Rigby, for the Coast or Bay The <i>Devonshire</i> 480 tons Captain Laurence Prince, for the Coast or Bay The <i>Prince Frederick</i> 440 tons Captain Edward Merlin, for Bombay The <i>Hanover</i> 480 tons Captain John Bond, for Bombay The <i>Lethieullier</i> 470 tons Captain John Edwards, for St Helena and the west coast 6: The two Mocha ships had been despatched ever since 11 November and stayed only for a fair wind. They sailed from the Downs on 3 December. 7: The four China ships, the ship for Benjar, and the <i>Fordwich</i> and <i>Bouverie</i> for the Coast and Bay, were despatched from the Court at the latest by 8 December, but were detained by contrary winds in the Downs until 2 January, when they had a brisk gale which continued fair for several days after. 8: The Court thought fit, instead of appointing supercargoes for each China ship, to settle a council in the nature of a factory for managing the concerns of all four. The persons were Messrs James Naish, Richard Newsham, John Savage, Edward Pratt, Whitchcott Turner, Waldo Dubois and Henry Talbot. Interpretations The season's fleet of fifteen ships, near 6,600 tons, shows the China trade taking the largest share for the first time in these letters, four great ships of 350 to 490 tons against three for the Coast or Bay, two for Bombay, two for Mocha, and single vessels for Fort St George, Bengal and Benjar, with the <i>Lethieullier</i> herself for the island and the west coast of Sumatra. Several names in the list belong to the Court's own benches past and present, the <i>Eyles</i>, <i>Lyell</i>, <i>Godfrey</i>, <i>Walpole</i> and <i>Lethieullier</i> carrying directors' surnames to sea, the customary compliment by which the owners named new bottoms for the men who chartered them. The despatch chronology in paragraphs 6 and 7 continues the practice of separating the Court's diligence from the weather's delays. Mocha ships despatched by 11 November sailed only on 3 December for want of wind; the China and Coast division, cleared by 8 December, lay wind-bound in the Downs until the brisk gale of 2 January. The dates establish for the island's lay-day arithmetic which lateness was providence and which would have been management, the distinction the demurrage rules had turned on since the <i>Rochester</i>. The China council in paragraph 8 reorganises the supercargo system the letters had recorded since 1713. Where each ship had carried its own commission of three, the four China ships now shared one council of seven, Naish, Newsham, Savage, Pratt, Turner, Dubois and Talbot, settled in the nature of a factory, a standing

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			establishment for managing the concerns of all four. The change answered the Canton conditions the trade had grown into: four ships bargaining separately bid up tea and silk against each other, while one body contracting for the whole fleet met the Chinese merchants as a single buyer. The names carry the trade's continuity, Naish the supercargo whose papers had once come ashore from an Ostender, Newsham lately captain of the <i>Frances</i> for China, and Waldo Dubois the writer of the <i>Essex</i> in 1716 now risen to the commission. Speculations The floating designation for the Coast or Bay against three ships at once probably reserves the final destination to advices not yet in. Rice prices, piece-good contracts and the state of the Bay's sannoes complaints had shifted the balance between Madras and Bengal lading year by year, so the Court bought tonnage first and directed it by the latest letters, flexibility the fixed entries for China and Bombay did not need. The factory-style China council also serves discipline as much as bargaining. Seven men keeping one set of books for four cargoes left no ship's commission able to colour its own account, each transaction witnessed across the whole commission, the same consolidation of record the Court had been imposing on the island, applied to the richest and least supervised branch of its trade.
159	156	By the Ship Lethieullier 9: The Supra Cargoes for Benjar are Mr Francis Everest Mr William Burrows and Captain Braund. 10: This comes to you by the Ship Lethieullier What goods and Merchandizes we send you on her you will find by her Invoice and bill of Lading which with her Charterparty are Inclosd in the Pacquet this last you must send with her to the West Coast. 11: We have orderd her to touch at the Maderas and to bring you Ten Pipes of Wine from thence for our account which you are to dispose of in the Same manner as We formerly directed when we Sent you Wine from thence. 12: You have our Directions at Large in former Letters touching the Unlading and dispatching away in due time the Ships we Send you whereto We Refer you for so far as Concerns this Ship. 13: We continue the Same powers to our Secrett Committee as former= =ly those for this Currant Year are the Gentlemen we advised you in Para 10 of our last Letter If they shall send you any orders or directions you must obey them as if Signd by the whole Court. 14: We take notice of the Account given us in your Letters of a Por= =tugueze Ship and three French Ships from Pondicherry Touch= =ing with you for Refreshments whom you Say you Supplyd and took Sugar of the first of them in payment but can find no account in Consultation of what you did so Supply nor what they paid for the Same which is Such an omission that We can never again let down Easy under We have often told you and do it this once more hoping it will be the last time or else you must take what follows that We Require your Consultations Shall Contain an account of all your proceed= =ings in the mannagement of our affairs which had you done Margin Notes: Supra Cargoes The Pacquet Wine from Madera Refer'd to former Instruct[ions] about Unlading Secrett Committee no notice taken in Consultat[i]on of the Sup[plies] [...]ualst out of the Portugeze Ships Com plained of an Acco[t] of all pro ceedings to be ent[d] in Consultation	9: The supercargoes for Benjar were Mr Francis Everest, Mr William Burrows and Captain Braund. 10: This letter came by the ship <i>Lethieullier</i>. What goods and merchandise the Court sent on her the bench would find by her invoice and bill of lading, which with her charter party were enclosed in the packet. This last the bench was to send with her to the west coast. 11: The Court ordered her to touch at Madeira and bring the bench ten pipes of wine from there for its account, which the bench was to dispose of in the same manner as the Court formerly directed when it sent wine from there. 12: The bench had the Court's directions at large in former letters concerning the unlading and despatching away in due time of the ships sent to it, to which the Court referred it, so far as concerned this ship. 13: The Court continued the same powers to its secret committee as formerly. Those for the current year were the gentlemen the Court advised the bench of in paragraph 10 of its last letter. If they sent the bench any orders or directions, the bench was to obey them as if signed by the whole Court. 14: The Court took notice of the account given in the bench's letters of a Portuguese ship and three French ships from Pondicherry touching at the island for refreshments, whom the bench said it supplied, and that it took sugar of the first of them in payment. But the Court could find no account in consultation of what the bench did so supply, nor what they paid for it, which was such an omission that the Court could never again let it pass easily, as it had often told the bench, and it did so once more, hoping it would be the last time, or else the bench must expect what would follow. The Court required that the bench's consultations contain an account of all its proceedings in the management of the Company's affairs, which had the bench done Interpretations The Benjar commission completes the season's commercial establishment on the pattern already noted: Captain Braund of the <i>Godfrey</i> serves as third supercargo to Everest and Burrows, the merged command the marginal trades bore, while China's four ships answer to their council of seven.

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			The routine paragraphs 10 to 13 perform the standing machinery in brief, the brevity paragraph 3 promised. Invoice, bill of lading and charter party travel in the packet with the charter party forwarded to the west coast; the Madeira wine, ten pipes for the bench's account, disposes as the orders of 31 May 1721 directed, part to a frugal table and the rest at the former 4s 0d a gallon; the unlading discipline is incorporated by reference to the former letters; and the secret committee continues by reference to paragraph 10 of the <i>Drake</i> letter, Lyell, Heath, Dawsonne and Harrison binding the bench by any three hands. Each head that once filled pages now runs in two lines, the standing rules doctrine doing the work of repetition. The foreign ships in paragraph 14 expose the omission at the point where commerce met diplomacy. A Portuguese ship and three French from Pondicherry, the French Company's Coromandel seat, took refreshments under the reciprocity doctrine of 22 February 1716, settled trading companies receiving the privilege of the road, and the bench took sugar of the Portuguese in payment; but no consultation entry showed what was supplied or what was paid, so the island had conducted foreign trade off the books. Supplies to foreigners touched the provisioning hierarchy, the customs, and the watch on interlopers at once, which is why the Court ranks the gap among the omissions it could never again let pass easily, with the unfinished threat, or else expect what follows, left hanging in the damages doctrine of the letter's front. Speculations The sugar taken in payment probably drew the Court's eye for what it displaced as much as what it concealed. Sugar came yearly in the one per cent tonnage from the Company's own homeward ships, so a Portuguese cargo of it absorbed at the island competed with the Company's supply at prices nobody recorded, and a commodity entering the stores without an invoice was exactly the matter the per-species pricing rules existed to catch. The hope expressed that this warning would be the last time reads, after the <i>Drake</i> letter's once for all, as the Court keeping its escalation honest. Having declared its patience spent, it could not credibly warn at large again; confining the repetition to a single specific omission, with the consequence unnamed because already published, preserves the in-earnest posture while leaving the bench no doubt which rule the next breach would trigger.
160	157	Captn John Edwards Commander in the Instances beforementioned We Should have Entered therein an Account of the Portugueze and french Ships arrivall What applications they made and what you Granted thereupon particularizeing what delivered & what Received. 15: In the Account of Gunners Stores We find so many Guns fired as an alarm for a Ship being off the Island which provd to be the <i>Arrabella</i>, arriving the 23 January and so many fired as a Salute at her departure the 30th but not one word in your Consultations of any Such Ship being with you. 16: In your Consultation of the 3 January We find notice given to the Captains Bond and Shuter to moor their Ships Closer into Shore to prevent danger because a Ship was espyd Standing into the Island Which proveing to be the <i>Princess Anne</i> fur= ther notice was given them to Remmember their Charlyparty covenant to Stay for her We would not pass this by without testifying our approvall of both parts being much better pleased with Instances to Commend your good mannagment than to find fault for failures therein. 17: We find in your Consultations mention made of Eight Leagurs of Arrack Shipt on the Craggs by Govr Pyke as he advisd you at Batavia for the use of the Island	The continuation completed the rule on the consultations. Had the bench done as required in the instances mentioned before, the Court should have found entered there an account of the Portuguese and French ships' arrival, what applications they made and what the bench granted on them, particularising what was delivered and what received. 15: In the account of gunner's stores the Court found so many guns fired as an alarm for a ship being off the island, which proved to be the <i>Arrabella</i>, arriving on 23 January, and so many fired as a salute at her departure on 30 January, but not one word in the consultations of any such ship being with the bench. 16: In the bench's consultation of 3 January the Court found notice given to Captains Bond and Shuter to moor their ships closer in to shore, to prevent danger, because a ship was espied standing in to the island, which proved to be the <i>Princess Anne</i>. Further notice was given them to remember their charter party covenant to stay for her. The Court would not pass this by without testifying its approval of both parts, being much better pleased with instances to commend the bench's good management than to find fault with failures in it.

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		which the Captain and Purser deny also an Account of Goods wanting of the Invoices Sent you from the Bay These notices ought to have been given us in your Letters as Should also the Account in Said Consulta= tions of the damaged Goods brought a Shore from the Hart= =ford to be washed and Cured. 18: You tell us that you Send us the Accounts of the Ships in the packetts and refer us thereto to See what you received from the Severall Commanders but some of them never appeard and other[s] of them did not take proper notices of the Goods received for Margin Notes: no notice taken in Consult[ation] of ye arrival of ye Arrabella The notice given to Capt Bond & Shuter to moor their Ships closer upon an alarm A Letter afterwards to ye Said Capt[ns] about staying for ye Ship Commended Acco[ts] to be given both in Consult[ation] & Letter about Ships Acco[ts]	17: The Court found in the consultations mention made of eight leaguers of arrack shipped on the <i>Craggs</i> by Governor Pyke, as he advised the bench from Batavia, for the use of the island, which the captain and purser denied, and also an account of goods wanting from the invoices sent the bench from the Bay. These notices ought to have been given the Court in the bench's letters, as should also the account in those consultations of the damaged goods brought ashore from the <i>Hartford</i> to be washed and cured. 18: The bench told the Court it sent the accounts of the ships in the packets, and referred it there to see what it received from the several commanders. But some of them never appeared, and others of them did not take proper notice of the goods received Interpretations The <i>Arrabella</i> discovery in paragraph 15 catches the consultation book by cross-audit against the gunner's stores. Powder spent on an alarm at her sighting and a salute at her departure fixed her week at the island, 23 to 30 January, in one record while the other held not one word, so the two books the Court required kept in parallel convicted each other, the ship register obligation standing since 14 March 1684 broken in the journal and proved broken by the magazine. Paragraph 16 delivers the letter's single commendation, and frames it as policy. The warning to Captains Bond and Shuter to moor closer in against the unknown sail, which proved the <i>Princess Anne</i>, and the reminder of their charter party covenant to stay for her, joined seamanship to contract enforcement in one entry, the convoy covenant by which homeward ships kept company for defence; the Court testifies approval of both parts and states its preference for commending good management over finding fault, the balance its disciplinary letters needed on the record. The Pyke arrack in paragraph 17 reopens the old account from a new ocean. Eight leaguers, the 150-gallon casks of the trade, shipped on the <i>Craggs</i> from Batavia by the superseded Governor for the use of the island, were denied by the captain and purser, so either the advice or the ship's books lied, a question of some 1,200 gallons; with it stand the goods wanting from the Bay invoices and the <i>Hartford's</i> damaged goods landed to be washed and cured, all matters duly entered in consultation yet absent from the letters, the inverse of the usual fault and equally condemned, since notices that reached the journal but not London left the Court unable to pursue the captains, pursers and owners while the trail was warm. Paragraph 18 finds the ships' accounts failing at both ends: some commanders' accounts referred to in the packets never appeared at all, and others took no proper notice of the goods received, so the system by which every ship's dealings at the island were to be documented, standing since the despatch of 5 March 1720 revived the commanders' bills, returned gaps where the Court looked for vouchers. Speculations The Batavia origin of Pyke's arrack consignment suggests the former Governor trading on his own account through Dutch Java on his way to Fort Marlborough, the <i>Craggs</i> having carried him east in 1719. Eight leaguers for the use of the island from a private hand would arrive as a sale to the stores, and the captain's and purser's denial may mark where the venture failed or where it went underground; either way the Court's interest lies in the island's books, which recorded an advice the ship's officers disowned, leaving the bench holding an entry it could neither collect nor cancel. The commendation's placing, immediately after the <i>Arrabella</i> censure and before the arrack tangle, reads as deliberate seasoning rather than chronology. A letter that punished every fault and acknowledged no merit

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			taught only despair; one proven instance of praise, set where the bench would find it between rebukes, kept the gratuity system's logic alive, that the Court's judgment followed the record wherever it led.
161	158	By the Ship Lethieullier which you write you drew the Bills. Secondly concerning Goods or Stores sent from England or Received from India. 19: We refer you to our aforesaid Letter by the Drake to what we wrote you under this head which will save us the Re= =petition of some matters therein Containd otherwise proper to be taken notice of, from the Letters and Consultations before us. 20: We have receivd your Indent for Goods and Stores desird which are So far Complyd with as our Committee appointed for that purpose thought necessary. We are amazd to find that you Should take Such a prodigious Quantity of Arrack from the Captains when you own you were before Amply Supplyd and the more So that you should tell us they insisted on our Standing order of allowing them four Shillings p Gallon for whatever they offerd We cant find Such an order much less did we ever tell any of them so and therefore conclude this to be rather your Suggestion origin= =ally then theirs but on Reperusing our Letters We find in an= =swer to Some of those from St Helena which urgd y[e] necessity of buying Arrack of the Captains when the Stores were quite or near empty and desiring our liberty if to be purchased at four Shillings p Gallon that in paragraph 99 of the Lettr of the 14th of march 1714 We thereupon gave you leave to pur= =chase Arrack at or under four Shillings p Gallon but with this caution that you should not Encourage the Consumpt[ion] by so much as conniving at the peoples Sottishness We have told you year after Year that We will not have such Increase of Bills drawn upon us and it puts out of all patience to find you have the assurance to Start up this pretence of necessity even when your Stores were Sufficient Margin Notes: Refer to former Letter concerning Goods & Stores receivd from Engl[and] or India The Receipt of the Indent about taking so much Arrack of ye Comand[e]rs	The continuation completed the complaint on the ships' accounts, the goods received being those for which the bench wrote it drew the bills. The despatch then opened its second head, concerning goods or stores sent from England or received from India. 19: The Court referred the bench to its letter by the <i>Drake</i> for what it wrote under this head, which would save it the repetition of some matters contained there, otherwise proper to be taken notice of from the letters and consultations before it. 20: The Court received the bench's indent for goods and stores desired, which was so far complied with as the Court's committee appointed for that purpose thought necessary. The Court was amazed to find that the bench should take such a prodigious quantity of arrack from the captains, when it owned it was before amply supplied, and the more so that it should tell the Court they insisted on its standing order of allowing them 4s 0d per gallon for whatever they offered. The Court could find no such order, much less did it ever tell any of them so, and therefore concluded this to be rather the bench's suggestion originally than theirs. On reviewing its letters, the Court found in answer to some of those from St Helena, which urged a necessity of buying arrack of the captains when the stores were quite or nearly empty, and desired its liberty if it could be purchased at 4s 0d per gallon, that in paragraph 39 of the letter of 14 March 1715 it gave the bench leave to purchase arrack at or under 4s 0d per gallon, but with this caution, that the bench should not encourage the consumption by so much as conniving at the people's sottishness. The Court had told the bench year after year that it would not have such increase of bills drawn upon it, and it put it quite out of all patience to find the bench had the assurance to start up this pretence of necessity even when its stores were sufficient Interpretations The misquoted standing order in paragraph 20 is run to its source and found inverted. The bench represented an obligation, the captains insisting the Court's order allowed them 4s 0d a gallon for whatever they offered; the original, paragraph 39 of 14 March 1715, granted a liberty, leave to buy at or under 4s 0d when necessity urged and the stores stood quite or nearly empty, with the express caution against conniving at the people's sottishness. A permission conditional on scarcity had been turned into a duty to purchase at a floor price regardless of stock, the buyer's protection rewritten as the sellers' entitlement, and the Court's tracing of the paraphrase to the bench rather than the captains, this rather your suggestion originally than theirs, names whose interest the inversion served. The amazement is double-grounded by the bench's own admission. Buying prodigiously while owning itself amply supplied breached the condition on its face, so no construction of the order could cover the purchases, and every gallon so bought generated the bills drawn on the Court that the letters had forbidden year after year, the arrack trade and the bills complaint of the <i>Hartford</i> letter meeting in one transaction. The Court's method here is its archive turned against the bench's memory. The extract book the island never made would have held paragraph 39 under its head with date, ship and paragraph; lacking it, the bench cited from convenience and was answered from the record, the demonstration of paragraph 17 of the <i>Drake</i> letter repeated, that London could retrieve any

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			clause and would, so that misquotation of the standing orders carried its own certain detection. The indent's reception in the same paragraph shows the tiered system at its mature operation: compliance so far as the committee of shipping thought necessary, the three-class discipline of 22 February 1716 leaving the selection in London, so that the bench proposed and the committee disposed, the prodigious arrack purchases standing in contrast as supply the bench had taken to itself outside the indent altogether. Speculations The captains' part in the pretence, if the bench's account had any truth, suggests a settled accommodation at the road: masters with private arrack to land found a bench willing to cite a fixed price as compulsion, each side furnishing the other's excuse, the bench buying what it should not at a price it pretended it must, the captains selling what the charter parties taxed under colour of the Company's own order. The Court's refusal to find any such order dissolves the cover for both at once. The phrase out of all patience, the strongest the correspondence had used since the in-earnest declaration, probably marks where the damages doctrine will first be executed. Purchases made against an express caution, on a fabricated order, with the stores sufficient, present the clean case the front of the letter promised to charge, bills traceable gallon by gallon to a disobedience no excuse in the banned catalogue could reach.
<u>162</u>	159	Captn John Edwards Commander before that to answer all the reasonable wants of the Island till a new supply arrivd you the next Season Can any reason= =able man Suppose that the order even in your perverse construction of it Should extend to your taking arrack which is a wasting and perishable Commodity when you had no reall or apprehended want of it and we Caution you as afore= =said against the Encouraging its Consumption. 22: What more provokes Us is your Confidence in your Letter of the 5th of June where you Say your necessity obligd you to Buy the Severall Goods and necessarys mentiond in the Ship Acco[ts] in looking those over to See what these Goods were We find one hundred peices of Taffaties bought of Capt Hyde at six & twenty Shillings and three pence apeice what necessity can you pretend to be under for these, and of Captn Williamson Five hundred and sixty peices of Blew Gingham, of Capt Glegg Three hundred Garrahs at seven Shillings and Six pence Two Hundred and one Do Blew at near ten Shillings We might mention also the Large Quantitys of Doesuties bought from nine to twelve Shillings a piece and other particulars, notwithstanding by your Acco[t] or Inventory of Remains We find that before then, even on the 25th of March 1721 the India Goods Chiefly piece Goods therein Stores were prized at above Two and twenty hundred pounds and therein and in what you receive by the Shipping after were Goods of the Same Sorts or answering to the Same purposes with those So bought of the Captains. 23: These with many other Instances of your Mannagement put us under the necessity of coming to the Resolution mentiond in the beginning of this Letter of making you answerable for the dammages we Sustain by Such your unwarrantable practices wherein we Shall reckon the difference between the price you pay for the Goods so bought of Captains and of the Same Species Margin Notes: about buying goods out of Sever[al] Ships Threats to make good ye damages	The continuation completed the censure of the arrack purchases. The stores were sufficient before that purchase to answer all the reasonable wants of the island until a new supply arrived the next season. The Court asked whether any reasonable man could suppose that the order, even in the bench's perverse construction of it, should extend to its taking arrack, which was a wasting and perishable commodity, when it had no real or apprehended want of it, and it cautioned the bench as before against encouraging its consumption. 22: What more provoked the Court was the bench's confidence in its letter of 5 June, where it said its necessity obliged it to buy the several goods and necessities mentioned in the ships' accounts. In looking those over to see what these goods were, the Court found 100 pieces of taffaties bought of Captain Hyde at 26s 3d apiece. The Court asked what necessity the bench could claim to be under for these, and of Captain Williamson 560 pieces of blue ginghams, of Captain Glegg 300 garrahs at 7s 6d and 201 more blue at near 10s 0d. The Court might mention also the large quantities of doesuties bought, from 9s 0d to 12s 0d apiece, and other particulars. Notwithstanding, by the bench's account or inventory of remains the Court found that before then, even on 25 March 1721, the India goods, chiefly piece goods, then in the stores were valued at above £2,200 0s 0d, and among them, and in what the bench received by the shipping after, were goods of the same sorts, or answering the same purposes, as those so bought of the captains. 23: These, with many other instances of the bench's management, put the Court under the necessity of coming to the resolution mentioned at the beginning of this letter, of making the bench answerable for the damages the Court sustained by such unwarrantable practice. In them the Court would reckon the difference between the price the bench paid for the goods so bought of captains, and of the same species Interpretations The perishability argument closes the last loophole in the arrack construction. Arrack wasted in cask by the leakage every account had allowed for since 14 March 1715, so stock bought beyond need shrank

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			while it waited; even granting the bench's perverse reading of the order, no reasonable man could extend a purchasing liberty to laying in a wasting commodity against no real or apprehended want, and the standing caution against encouraging consumption is restated as the order's governing intent. The piece-goods audit in paragraph 22 names the captains and prices the necessity. Taffaties, the glossy silks, 100 pieces of Captain Hyde at 26s 3d; blue gingham, the striped cottons, 560 pieces of Captain Williamson; garrahs, the plain Bengal calicoes, 300 of Captain Glegg at 7s 6d with 201 more blue at near 10s 0d; and doesuties, the stout double-thread cottons, in large quantities at 9s 0d to 12s 0d apiece. Against these stood the bench's own inventory of remains at 25 March 1721, India goods chiefly piece goods above £2,200 0s 0d in the stores, with more of the same sorts arriving by the shipping after, so the necessity pleaded in the letter of 5 June bought silks for an island already stocked with the like, from the private trade of the very commanders the stores were meant to undersell. Paragraph 23 executes the damages doctrine announced at the letter's front. The resolution of the beginning is applied to these purchases by a stated measure of loss: the difference between the price paid to the captains and that of the same species otherwise obtained, the overpayment itself charged to those who made it. The remedy converts the audit into an account, each invoice line yielding a sum recoverable from the bench, the first arithmetic of the answerability the Court had promised once for all. Speculations The luxury character of the taffaties points the necessity plea at its real market. Silks at 26s 3d apiece served the island's quality, the council families and substantial planters, not the soldiers and slaves whose clothing the stores existed to supply, so the purchases read as the establishment provisioning its own gentility from the captains under cover of public want, the private storehouse pattern revived inside the Company's books. The captains named, Hyde, Williamson and Glegg, all commanders of the season's homeward fleet, suggest the trade ran as a settled circuit rather than chance bargains: each ship's privilege goods found the bench a ready buyer at prices the Court could now compare, and the comparison's publication in the general letter warns the next season's commanders that sales to the island would be read in London against the invoice of every cargo the Company itself had landed there.
163	160	By the Ship Lethieullier of Goods or answering to the Same purpose supply'd you on our account from the East Indies. 24: You tell us that blew Cloth is best for y[e] Blacks which we take to be a pretence for buying Such of the Captains why Should not you have intimated this to us that We might have orderd the Sorts and Quantitys necessary for those purposes to be sent you from India at y[e] cheapest hand Honest men that were Stu= =dious of our Interest would Certainly have done so but then there would have been no room for Considerable presents to be made by the Captains to prevail for the taking of theirs at much higher rates and very probably the Governrs Credit in our Stores would not have been so large of which we are inclind to make a reexamination especially if We find any more instances of y[e] like nature and Indeavour to get Justice done us. 25: To cutt off any further Excuse of Buying Goods of the Captains under the pretence that they are necessary or otherwise We hereby peremptorily forbid your drawing any more Bills on us, for arrack peice Goods or other India Commoditys without the last inevitable necessity of having none or next to none in the Stores of	The continuation completed the measure of damages, the difference between the captains' prices and those of goods of the same species, or answering the same purpose, supplied to the bench on the Company's account from the East Indies. 24: The bench told the Court that blue cloth was best for the blacks, which the Court took to be a pretence for buying such of the captains. The Court asked why the bench should not have intimated this to it, so that it might have ordered the sorts and quantities necessary for those purposes to be sent from India at the cheapest hand. Honest men who were studious of the Company's interest would certainly have done so, but then there would have been no room for considerable presents to be made by the captains, to prevail for the taking of theirs at much higher rates, and very probably the Governor's credit in the Company's stores would not have been so large, of which the Court was inclined to make a re-examination, especially if it found any more instances of the like nature, and to endeavour to get justice done it.

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		the Same Sorts or others answering to the Same purposes and then only to purchase so much as may be reasonably Computed to hold out till the next expected Supply, from our Settlements in India We will not accept the Bills you draw unle[ss] Such inevitable necessity be made very plain to Us. 26: In Perusing your aforesaid list of Remains of India Goods We find near Five Hundred peices of Long Cloth and Great Quantities of other sorts from India and China It was your Duty to have taken notice of this and have told us how long you Supposed those Severall Sorts of Goods would serve for the Consumption of the Island that we might have directed the Sending no more till you Margin Notes: The buying of Goods of ye Capt[ns] occasion Consider[able] presents which is the Reason no more Bills to be drawn for Goods bought of Comand[er]s without an Inevitable necessity about Remains of India Goods in ye Stores	25: To cut off any further excuse of buying goods of the captains under the pretence that they were necessary or otherwise, the Court peremptorily forbade the bench drawing any more bills on it for arrack, piece goods or other India commodities, without the last inevitable necessity of having none, or next to none, in the stores of the same sorts, or others answering the same purposes, and then only to purchase so much as might be reasonably computed to hold out until the next expected supply from the Company's settlements in India. The Court would not accept the bills drawn unless such inevitable necessity was made very plain to it. 26: In perusing the bench's list of remains of India goods, the Court found near 500 pieces of long cloth and great quantities of other sorts from India and China. It was the bench's duty to have taken notice of this, and to have told the Court how long it supposed those several sorts of goods would serve for the consumption of the island, so that the Court might have directed the sending of no more until the bench wanted Interpretations The presents inference in paragraph 24 names the engine of the captains' trade. Blue cloth for the blacks could have been indented for and sent from India at the cheapest hand; honest men studious of the Company's interest would have done so, and the choice instead to buy of the captains at much higher rates left room for considerable presents, the gratifications by which the masters prevailed. The Court joins to it the suspicion the year's accounts had grounded, that the Governor's credit in the stores would not have stood so large without such dealings, and announces the re-examination of that credit with justice to follow, the personal account of Mr Johnson opened for audit as Pyke's had been. The bills ban in paragraph 25 converts the purchasing rule into a payment rule. The Court would simply not accept bills drawn for arrack, piece goods or other India commodities unless the last inevitable necessity, none or next to none in the stores of the same sorts or answering the same purposes, was made very plain, and then only for so much as would hold out to the next expected India supply. Refusal at the point of acceptance moves the control from the island to London: a bill dishonoured fell back on its drawer and holder, so every captain selling against a bill now carried the risk of the bench's necessity failing proof, the surest discouragement of the trade the Court could devise without a man on the spot. Paragraph 26 turns the inventory into a forecasting duty. Near 500 pieces of long cloth, the staple Coromandel cotton of the trade, with great quantities of other India and China sorts, stood in the remains at 25 March 1721, and the bench's duty was to compute aloud, telling the Court how long the several sorts would serve the island's consumption, so that the indent system could throttle supply at the source. The stock list as a bare count served audit; joined to a consumption estimate it became the regulator of the whole supply chain, the use the yearly inventory of 22 February 1716 had always intended. Speculations The threatened re-examination of the Governor's credit, conditional on more instances of the like nature, reads as the Court holding a proved case in reserve. The accounts before it would already sustain the audit; announcing it as contingent invites the bench's next letters to determine whether Johnson is examined as a debtor or prosecuted as a defaulter, the same suspended sentence the gratuity forfeiture carried at the letter's front. The escape clause for inevitable necessity, with its standard of proof very plain to us, quietly shifts the

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			burden the 1715 liberty had left ambiguous. Under paragraph 39 the bench judged its own necessity and London learned of it after; under the new rule the bench must build the proof before drawing, stock lists, consumption rates and the expected supply's date, so the documentation the Court had demanded for years becomes the price of the only purchases still permitted.
164	161	Captn John Edwards Commander wanted them because as you cant but remmember what we have often told you that our Settlements abroad have Gen= =erall orders to Send you annually one p Cent of every ships Tonnage in proper Supplies for the Said Island and every Years Experience Confirms it. 27: In your Consultation of the 8th of July We find that you or= =derd the Gurrahs then by you that usd to Sell at twelve Shillings & six pence to be Sold at Six Shillings on pretence that there was an error in Casting and yet we observe that you bought of the Cardigan three Hundred at Seven Shillings and six pence as aforesaid What can any of you Say for your selves to Justify this or why you ought not to make us good the difference in their Sale 28: We find you buy Sugar of the Captains at four pence p pound and yet in your aforesaid Inventory of Remains there is a par= =cell valued but at two pence three farthings pray let us know y[e] reason of this why you Should make us pay four pence p pound in hard money, for so drawing of Bills is, were it in Barter as in the case of the portugeez Ship where you could gett nothing but Sugar for provisions the case would alter because then you had the liberty to put a valuation on your goods accordingly but as beforementioned nothing Appears to us at what rate the portugeez Sugar was valued to you. 29: We might take notice of other particulars under this head where= =in by what appears to us you have not acted with that fidelity and Zeal for our Service We might justly Expect but we forbear as well for saving time as in hopes you will take care to give us no fresh occasion for Complaint in future. 30: We come now to give you our further Remarks with relation to the Goods Sent you from hence or India Vizt We find severall entrys in Consultation of Examining and passing the Storekeep[ers] Margin Notes: about Gurrahs mentioned in Con sultation of y[e] 8 of July about buying of Sugar of Com =manders	The continuation completed the forecasting duty, the Court to be told when the bench wanted goods, because, as the bench could not but remember, the Court had often told it that the settlements abroad had general orders to send annually 1 per cent of every ship's tonnage in proper supplies for the island, and every year's experience confirmed it. 27: In the bench's consultation of 8 July the Court found it ordered the garrahs then held, which used to sell at 12s 6d, to be sold at 6s 0d, on a pretence that there was an error in the casting, and yet the Court observed the bench bought of the <i>Cardigan</i> 300 at 7s 6d as stated before. The Court asked what any of the bench could say for itself in this, or why it ought not to make the Court good the difference in their sale. 28: The Court found the bench bought sugar of the captains at 4d per pound, and yet in its inventory of remains there was a parcel valued at but 2³/₄d. The Court asked to know the reason of this, why the bench should make it pay 4d per pound in hard money, for so the drawing of bills was, were it in barter, as in the case of the Portuguese ship where the bench could get nothing but sugar for provisions, the case would alter, because then it had the liberty to put a valuation on its own goods accordingly. But as mentioned before, nothing appeared to the Court at what rate the Portuguese sugar was valued to the bench. 29: The Court might take notice of other particulars under this head, in which it appeared to it the bench had not acted with that fidelity and zeal for its service it might justly expect, but it forbore, as well to save time, in hopes the bench would take care to give it no fresh occasion for complaint in future. 30: The Court came now to give its further remarks with relation to the goods sent the bench from England or India. It found several entries in consultation of examining and passing the storekeeper's account Interpretations The 1 per cent reminder completes the supply argument against every necessity plea. Each homeward ship owed the island proper supplies at one per cent of her tonnage under the standing general orders to the settlements, the levy running since 4 February 1714, so a fleet of twenty ships of 400 tons delivered some 80 tons of goods yearly without any indent at all; an island so provisioned by rule could face the last inevitable necessity only through its own failure to forecast, which is why the forecasting duty and the bills ban together close the system. The garrahs arithmetic in paragraph 27 catches the bench selling below its own purchase in the same season. Stock that used to sell at 12s 6d was marked down to 6s 0d on a pretended error in the casting, while the bench bought 300 of the same species from the <i>Cardigan</i> at 7s 6d, so the stores sold at a shilling and sixpence under what the bench was simultaneously paying the captains, the <i>Frederick</i> pattern of 26 April 1720 repeated with the proof now in parallel entries. The question framed, why the bench ought not to make good the difference in their sale, applies the damages measure of paragraph 23 to the selling side as the earlier paragraphs had to the buying. The sugar comparison in paragraph 28 distinguishes money from barter with the Court's clearest economics. Sugar bought of the captains at 4d a pound against a parcel in the remains valued at 2³/₄d cost the

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			Company hard money, for bills drawn were money; barter, as with the Portuguese ship where nothing but sugar could be had for provisions, altered the case, because the bench then valued its own goods accordingly, the exchange rate set in the pricing of both sides. The doctrine licenses the Portuguese transaction in principle while damning its record, since nothing appeared at what rate that sugar was taken, the omission of paragraph 14 now shown to matter precisely because barter's fairness lived entirely in the valuations. The forbearance of paragraph 29, expressly to save time and in hope of no fresh occasion, performs the brevity promised at the letter's front: the file of further particulars is closed unread into the record, standing as reserve matter for the re-examination already threatened, and the head turns at paragraph 30 to the storekeeper's account, where several entries of examining and passing open the next audit. Speculations The pretended casting error behind the garrahs markdown probably served a buyer rather than a theory. Stock written down from 12s 6d to 6s 0d could be swept up at the stores by whoever knew the order was coming, then resold at the true rate the captains' 7s 6d proved current, so the error in casting reads as the paper cover for a transfer of the margin to private hands, the manoeuvre the per-species pricing rules had been built to expose. The care taken to except the Portuguese barter from the money rule suggests the Court drafting for the precedent as much as the case. Foreign ships would touch again, and a flat condemnation of taking goods for provisions would have forbidden the only payment some could make; the doctrine as framed preserves the trade, requires only the valuations entered, and leaves the bench no excuse next time but the bookkeeping it failed at this.
<u>165</u>	162	By the Ship Lethieullier Account of Deliverys monthly which is for so far well but We dont find any of those accounts Entered in Consultation though they used to be and We have from time to time directed they should but having taken particular notice of this matter in our last Letter We refer you thereto for your notice and ob= =servance. 31: It is our Standing order (but if it were not the nature of y[e] case Requires it) that our accounts of Goods and Stores should be ballanced yearly which can never be done to Satisfaction unles[s] the account of Remains be truly taken at the Leisure season of the year to See that those Remains with the Goods sold agree with the Account, of what the Storekeeper received for else how can you tell that the Storekeeper deals honestly by us you seem to be sensible of this in your Letter of the 1st of may where you observe that the Inventory taken at y[e] death of Capt Bazett was not correct and that you find the old ballances Standing in the Books ever since anno 1715 have been faulty you add you hope we will not Impute it to any remissness in you, though this hope is Reasonable for so far as Concerns Mr Johnson yet can Mr Alexander or Goodwin pretend to the Same hope were not they then in our Service and did not Mr Goodwin Succeed Storekeeper Lets have no more Such frivolous Excuses. 32: But what appears to us yet worse is an Entry We find in your Consultation of the 8th of August to the Effect following that Capt Goodwin the Storekeeper alledges in vindication of himself why he cant adjust the Ballances of severall sorts of Goods that the Store rooms have ben so Exposed that it was no difficult matter to get in and out undiscovered that boards have been found to be Slipt that persons might get in and out, That the Stores for want of proper places to lock them up in have been	The continuation completed the remark on the storekeeper's account of deliveries monthly, which was so far well. But the Court did not find any of those accounts entered in consultation, though they used to be, and it had from time to time directed they should be. Having taken particular notice of this matter in its last letter, it referred the bench there for its notice and observance. 31: It was the Court's standing order, but even if it were not, the nature of the case required it, that its accounts of goods and stores be balanced yearly, which could never be done to satisfaction unless the account of remains was truly taken at the leisure season of the year, to see that those remains, with the goods sold, agreed with the account of what the storekeeper received, for otherwise the Court asked how the bench could tell that the storekeeper dealt honestly by it. The bench seemed to be aware of this in its letter of 1 May, where it observed that the inventory taken at the death of Captain Bazett was not correct, and that it found the old balances standing in the books ever since the year 1715 had been faulty. The bench added it hoped the Court would not impute it to any remissness in the bench. This hope was reasonable so far as it concerned Mr Johnson, yet the Court asked whether Mr Alexander or Goodwin could claim the same hope, were they not then in the Company's service, and did not Mr Goodwin succeed as storekeeper. The Court was to have no more such frivolous excuses. 32: But what appeared to the Court yet worse was an entry it found in the bench's consultation of 8 August, to the following effect: that Captain Goodwin the storekeeper alleged, in vindication of himself why he could not adjust the balances of several sorts of goods, that the storerooms had been so exposed that it was no difficult matter to get in and out undiscovered, that

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		thrown in heaps in the Garden and Storehouse Yards but by the building Margin Notes: about Entring y[e] Goods from England & India in the Consultations about ballancing y[e] Stores Every year About Cap[t] Goodwin[s] vindication of him[self] & ab[ou]t y[e] ballanc[e]ing of Sever[al] sorts of Stores	boards had been found to be slipped so that persons might get in and out, that the stores, for want of proper places to lock them up in, had been thrown in heaps in the garden and storehouse yards, but by the building Interpretations The yearly balance argument in paragraph 31 grounds the order in necessity above authority. Even were there no standing order, the nature of the case required the remains truly taken at the leisure season, since only remains plus sales tested against receipts could tell whether the storekeeper dealt honestly, so the bench's years without an inventory, confessed in the <i>Drake</i> letter's findings, had left the storekeeper's honesty literally unknowable, the audit equation missing its middle term. The Bazett inventory unravels the books to their last sound footing. The bench's own letter of 1 May reported the inventory at Captain Bazett's death incorrect and the old balances faulty ever since 1715, the year the stores passed under his sole keeping after Goswell's death, so the corruption the Court had charged at the warehouse keeper's door in his lifetime now stood admitted in the successors' accounts, every balance since resting on his false base. The hope against imputation is granted and divided by the test of presence. Mr Johnson, arrived in 1719, could reasonably hope; Mr Alexander and Mr Goodwin had been in the service through the faulty years, and Goodwin succeeded as storekeeper, taking the very balances now disowned, so the excuse before the bench's time, banned in general at the letter's front, is refused them by name, the third such personal application after paragraphs 48 and 65 of the <i>Drake</i> letter. Goodwin's vindication in paragraph 32 convicts the keeping in the act of excusing the keeper. Storerooms so exposed that entry passed undiscovered, boards slipped for passage in and out, stores thrown in heaps in the garden and storehouse yards for want of lockfast places, described not misfortune but the abandonment of custody, the precise conditions the contiguous storehouses under the bench's eye were then building to end; an officer who pleaded them confessed years of acquiescence, since the duty to report such exposure ran with the office he had held throughout. Speculations The slipped boards detail probably preserves testimony from the August consultation taken nearly verbatim, and its survival into the general letter suggests the Court quoting the bench's record against itself with deliberate restraint, the facts left to do the condemning. A storeroom entered at will by whoever knew the loose board explains the unadjustable balances more economically than theft by the keeper, which may be why Goodwin offered it; but it equally dissolves every past certification of the stores he had signed, the cost the Court will now reckon. The dating of the faulty balances from 1715 quietly revises the island's institutional memory in the Court's favour. The years the bench confessed corrupt were the years of Boucher's ascendancy and Bazett's keeping, the administration the Court had condemned and cleared away; the admission thus ratifies the purges of 1713 to 1719 from the bench's own books, while leaving the present officers to answer for six years of building accounts upon a base they now declared rotten.
166	163	Captn John Edwards Commander building of these new Store houses he promises every thing will be secured and under his eye Whereas before the pla= ces to lay up the Stores were at Such a distance it was Im= possible to be exact or secure them We Repeat this as what very much Surprizes us Can any	The continuation completed Goodwin's vindication. By the building of the new storehouses he promised everything would be secured and under his eye, whereas before, the places to lay up the stores were at such a distance it was impossible to be exact or to secure them. The Court repeated this as what very

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		of you say that none of this blame ought to be imputed to you or what can the Store=keeper say why he did not from time to time Complain in Coun[cill] when he found Such boards Slipt or that he had not proper places to Secure the Stores in, for we dont remmember to have taken notice of any Such Complaints mentiond in Consultation except once, of some tobacco discoverd to be Stoln out of the Store house yard We would hope the bare stating these few facts as they point out the evill be improv'd by you to point out y[e] Remedy also and as it is now confest that the now new built Storehouses will secure every thing We say that we expect he and the Storekeeper for the time being be answerable for all th[e] Stores under his Charge and that as before mentiond his Acco[ts] be yearly balanced by examining that the remains and the Issues answer the amount of what he received which by the 3d para of your Letter of the 10th of Augt you seem to be sensible ought to have been done and for want of it occasioned abund=ance of Errors let this reason of your Showing have its In=fluence upon you to Comply yearly with our order for tak=ing and exammining said Remains. Thirdly Touching our Servants Civill or militar[y] The Accounts of St Helena in Generall and also Con=cerning our Slaves Cattle Lands and Revenue 33: On perusing our last Letter We find we have wrote very largely on this head and taken notice of Severall matters relating thereto which else would have been proper for us now to mention in An=swer to your Letters and Consultations before us but being therein Margin Notes: Referred to former Letter	much surprised it. It asked whether any of the bench could say that none of this blame ought to be imputed to it, or what the storekeeper could say as to why he did not from time to time complain in council when he found such boards slipped, or that he had not proper places to secure the stores in, for the Court did not remember to have taken notice of any such complaints mentioned in consultation, except once, of some tobacco discovered to be stolen out of the storehouse yard. The Court would hope the bare stating of these few facts, as they pointed out the evil, would be improved by the bench to point out the remedy also. As it was now confessed that the newly built storehouses would secure everything, the Court said it expected he, and the storekeeper for the time being, be answerable for all the stores under his charge, and that, as mentioned before, his account be yearly balanced, by examining that the remains and the issues answered the amount of what he received, which, by the third paragraph of the bench's letter of 10 August, it seemed to be aware ought to have been done, and that for want of it errors had abounded. The Court told the bench to let this reason of its own showing have its influence on it, to comply yearly with the order for taking and examining those remains. The despatch then opened its third head, concerning the Company's servants civil or military, the accounts of St Helena in general, and also its slaves, cattle, lands and revenue. 33: On perusing its last letter, the Court found it had written very largely on this head, and taken notice of several matters relating to it, which otherwise would have been proper for it now to mention in answer to the bench's letters and consultations before it. But being there contained Interpretations The silence test applied to Goodwin closes his vindication against him. The exposure he pleaded, slipped boards and stores in heaps, had stood through his whole keeping, yet the consultations held no complaint from him except the single tobacco theft, the cask the <i>Drake</i> letter had noted broken open in the yard; an officer's defence built on conditions he never reported converts each unreported year into acquiescence, and the question, what can the storekeeper say why he did not complain in council, is framed so that no answer clears him, ignorance impeaching his oversight and knowledge his fidelity. The confession is then turned into the warranty. Since the bench now owned that the new storehouses would secure everything, the conditions of the old excuse end with the buildings, so Goodwin and every storekeeper for the time being become answerable for all stores under their charge, strict liability resting on the security they themselves certified, with the yearly balance of remains and issues against receipts as the measure of the account. The bench's own letter of 10 August, third paragraph, had admitted the want of that examination bred the abounding errors, and the Court orders its reason of your own showing to govern its practice, the bench's analysis conscripted as the rule's foundation. The bare-facts method is stated as doctrine in the same breath: the Court hopes the stating of the few facts, as they point out the evil, will be improved by the bench to point out the remedy. The sentence describes the whole letter's procedure, evidence recited, inference left to the reader, compliance demanded as the reader's own conclusion, government by audit rather than argument. The third head opens by incorporation. The <i>Drake</i> letter had written very largely on servants, accounts, slaves, cattle, lands and revenue, so the matters arising from the bench's letters and consultations that would otherwise be answered here stand answered there, the

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			new letter layering on the old as the standing rules doctrine required, one continuous code rather than annual recommencements. Speculations The exemption implicitly left for the tobacco complaint probably saved Goodwin from the harsher construction. One reported theft proved he knew the duty to report and performed it once, which spares him the charge of concealing the channel itself while deepening the question of every other silence; the Court's care to remember the single instance against him shows the file read entire, nothing forgotten that could either convict or, in this small way, qualify. The strict answerability imposed on the storekeeper for the time being also reaches forward to Mr Hawkes, the factor lately engaged who might be found most useful in the storeroom. If the office passed to him, he would take it with the liability attached and the new storehouses certified secure, a clean foundation the Court had been unable to give any keeper since Goswell, which may be part of why the engagement and the warranty travel in the same season's letters.
167	164	By the Ship Lethieullier containd We refer you thereto for your Consideration and ob= =servance as well in the negative as possitive parts of those directions and Remarks thereupon. 34: We have therein describ'd the authority which we intend shall be Exercised by the Govr in the absense of the Councill and that part of it which we expect shall be exercised by the Govr and Councill in Consultation or the majority of them be= =cause the whole Tenour of our Orders and even the direction and Superscriptions thereof plainly show they are to the Govr and Councill not to the Govr Singly who (as we therein gave severall Instances) Shews too much of partiallity heat and resentment in the Exercise of his assumed power Copying after his predecessors in whose times we also Complained of it them this we must not have any longer continued and therefore Re= =peat it again here for your Consideration. 35: We confirm what We wrote you in Said Letter relating to Trans= =fers that we will have no Credits given to any persons on our Accounts that is to have Bills drawn upon us for the same unless to such and only for so far as we actually owe them money for Sallary or wages or Goods deliverd to you for our Account for Supply of our Shipping and for which such Ships give bills to us payable by there owners. 36: We find the Govr Mr Johnson draws on us us from time to time for considerable Summs of money more a great deal than his Sallary amounts to, and even his Gratuity too if that were to be allowed him, which we neither can nor shall do unless by Experience We in the event find he deserves it and that yet he hath a Large Credit in the account of the State of the Island We suppose the Surplus of those Bills will as it is Said) be alledged to arise from his Credit in our Stores but how he Should have Margin Notes: The Authority of Gov[r] and Councill about Transfers about y[e] Govern[rs] large Credit in the Books and bills already drawn	The continuation completed the incorporation of the former letter. Being contained there, the Court referred the bench to it for consideration and observance, as well in the negative as the positive parts of those directions and remarks. 34: The Court had there described the authority it intended should be exercised by the Governor in the absence of the council, and that part of it which it expected should be exercised by the Governor and council in consultation, or the majority of them, because the whole tenor of its orders, and even the direction and superscriptions of them, plainly showed they were to the Governor and council, not to the Governor singly, who, as the Court there gave several instances, showed too much partiality, heat and resentment in the exercise of his assumed power, copying after his predecessors, in whose times the Court also complained of it to them. This the Court must not have any longer continued, and therefore repeated it again here for the bench's consideration. 35: The Court confirmed what it wrote in that letter relating to transfers: that it would have no credits given to any persons on its accounts, that is, to have bills drawn upon it for the same, unless to such, and only for so far, as it actually owed them money, for salary or wages, or goods delivered to the bench for the Company's account, or supply of its shipping, for which such ships gave bills to the Court payable by their owners. 36: The Court found the Governor, Mr Johnson, drew on it from time to time for considerable sums of money, a great deal more than his salary amounted to, and even his gratuity too, if that were to be allowed him, which the Court neither could nor should do unless by experience it in the event found he deserved it. Yet he had a large credit in the account of the state of the island. The Court supposed the surplus of those bills, if it was as alleged, arose from his credit in the Company's stores. But how he should have Interpretations The address argument in paragraph 34 grounds the constitution in the letters' own superscriptions. Every despatch ran to the Governor and council, never to the Governor singly, so the direction on the cover carried the doctrine: authority lay with the body addressed, the Governor's separate power existing only for the council's absence as the <i>Drake</i> letter had described. The finding attached, too much partiality, heat and resentment in the exercise of his assumed power, names Johnson's conduct in the vocabulary of the trials and the Free case, and the phrase copying after his predecessors, in whose times we also complained of it

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			to them, makes the abuse an office inheritance, Pyke's and Boucher's manner reproduced by the man sent to end it. Paragraph 35 restates the transfer abolition in its bills form, the shape that mattered to the treasury. No credits on the Company's accounts meant no bills drawn on London except for actual debt, salary or wages, goods delivered for the Company's account, or supplies to its shipping against the owners' bills, the closed list from the <i>Drake</i> letter's paragraphs 56 and 57 confirmed without softening, so that every bill presented in Leadenhall Street could be tested against three categories or refused. Paragraph 36 opens the re-examination of the Governor's credit promised at paragraph 24. Johnson's drawings ran a great deal beyond his salary, and beyond his gratuity too, were that allowed, which the Court pointedly reserves to desert proved by experience; the cover alleged for the surplus was his large credit in the state of the island, supposed to arise from his credit in the stores, and the paragraph breaks off at the question the audit will press, how he should have such credit at all. A Governor forbidden private trade, planting and slave-dealing by the accumulated rules had no lawful source of stores credit on that scale, so the account itself was the anomaly, the same reasoning that had opened Pyke's £528 0s 0d to scrutiny. Speculations The Court's reliance on the superscriptions as constitutional evidence probably answers an argument Johnson had actually made. A Governor claiming the orders came to him as head, the council merely his assistants, could be refuted most economically by the covers of the letters themselves, every one addressed to the body; the Court's resort to so documentary a proof suggests the bench's debates had turned on exactly this construction, reported home by the council's silenced members. The conditional withholding of Johnson's gratuity, unless by experience we find he deserves it, quietly applies the general forfeiture of paragraph 2 to the Governor by name. The bench collectively had been told none deserved their gratuities; repeating the condition against Johnson alone, in the paragraph that opens his personal account, marks whose conduct the Court weighed heaviest and whose reprieve would cost most proof.
168	165	Cap^{<sup>t</sup>} John Edwards Commander such Credit does not appear for We dont find in Consultation that he sold any Goods to us or was otherwise our Creditor Except for Sallary as aforesaid nor can We Imagine what he could Sell to us that We had any necessitous occasion for We say necessitous for it is easy to pretend we have occasion when indeed all the occasion is, the Govern^{<sup>rs</sup>} Side to put money in his pocket at our Cost on pretence of Sparing us Something or other he has and wants us to take of his hands at a better price than he could get for it or else if bought by others to se =cure the debt by a Transfer in the Books and thereby sadling us with it. 37: This naturally leads us to the Consideration of your pre sent practice about Transfers as aforesaid. We find in the Con =sultation notices of the Councils meeting at appointed times to allow those Transfers which sometimes as therein mentioned cant be dispatcht under two or three days but not one word said what the said Transfers were, from or to whom for what summe or what Account which appears to us to be so omitted only that we might be keptin the dark and therefore could have no honest design in it for honesty loves the light and chooses to be Approve by a fair and full Examination of its proceedings. 38: We have in our last Letter laid down the Rule plainly and fully wherein and wherein only we will allow of	The Governor's supposed credit did not appear anywhere in the records. The Court found nothing in the consultations to show that he sold any goods to the Company or stood as its creditor in any way beyond his salary. Nor could the Court imagine what he could have sold that the Company truly needed. Necessity was easy to claim when the real purpose was for the Governor to put money in his own pocket at the Company's cost. The pretence was that he was sparing the Company something he held and wanted taken off his hands at a better price than he could get elsewhere, or else that a purchase by others would secure a debt by a transfer in the books and so saddle the Company with it. 37: This led naturally to the question of the bench's present practice over transfers. The consultations recorded the council meeting at appointed times to allow these transfers, which as the entries themselves noted sometimes could not be dealt with in under two or three days. Yet not one word was recorded of what the transfers were, from whom or to whom, for what sums or on what account. The Court judged the omission deliberate, designed to keep it in the dark, and concluded that no honest purpose could lie behind it, since honesty loves the light and welcomes a fair and full examination of its proceedings.

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		Transfers for the future which we hereby confirm and direct that an Account thereof Shall be Entered in your Consultations truly and plainly for our further Examination. 39: In the said Letter We also gave you our directions to proceed mildly in getting in Gradually as you were able the debts due from the Planters taking notice of the unkind usage and arbitrary proceedings against Mr Free and others who would have Margin Notes: About Transfers more about getting in your debts	38: The Court had laid down plainly and fully in its last letter the rule on which transfers alone would be allowed in future. That rule was now confirmed, with a direction that an account of every transfer be entered truly and plainly in the consultations for the Court's further examination. 39: The same letter also gave directions to proceed mildly and gradually, as far as the bench was able, in recovering the debts due from the planters. The Court took notice of the unkind treatment and arbitrary proceedings against Mr Free and others who would [...] Interpretations The transfer entries' silence on parties, sums and accounts defeated the whole purpose of the consultation book as London's audit instrument. The despatch of 31 May 1721 had abolished transfers except for moneys the Company really owed, with each surviving order entered in consultation with the reason, the account, the sum and the recipient. Paragraph 38 converted that rule from instruction into confirmed standing law, with the consultation entry itself as the enforcement mechanism. The opening passage closed the audit of Governor Johnson's drawings beyond his salary, opened by the despatch of 31 May 1721 against his large unexplained credit in the stores. The Court's reasoning treated the absence of any consultation entry as itself the evidence: a genuine credit would have left a documentary trace, so an undocumented one pointed to self-dealing at the Company's expense. The reference to Mr Free concerned Thomas Free, whose two letters of June and December 1720 had charged the Governor with suppressing his petitions and forcing the sale of an estate appraised at £588 0s 0d for present money. The despatch of 31 May 1721 had ordered Free heard with his witnesses in council before the <i>Druke</i> sailed, and the present passage tied the debt-recovery directions to that case as the standing example of arbitrary proceedings. Speculations The Court's argument that a transfer purchase could be used to secure a bad debt suggests the specific mechanism it suspected: the Governor buying in goods so that a doubtful private debt owed to him became a book entry against the Company, shifting the credit risk from himself to his employer. That reading explains why the Court insisted on knowing the account behind every transfer rather than merely the sum.
169	166	By the Ship Lethieullier they have since made them good to us nor ought We to do it because our unfaithfull servants were prevaild on to permit the said Transfers Therefore do you take care to State his Account a new according to those Directions and Retransfer such complaint of Transfers to to him to gett them in as well as he can and thereby lesson his Credit with us for so far. 43: We cant omit taking notice that the Storekeeper Mr Goodwin Stands a Debt in the State of the Island for Four Hundred and ninety pounds in Cash Bills in his hands besides his other debt of Six Hundred and odd pounds and that Mr Alexander Stands a Debt for Cash Bills one Hundred and Eighty Eight pounds Ten Shillings besides his other debt of near Two Hundred and thirty pounds this looks to us very odd We hinted in our Last Letter at the reason why these and other Favourites as We are informd were permitted to run so much in Debt as to their Cash Bills We direct that they pay them into the Governor and Council for it seems as if they were Lodged with them to be made use of when occasion for our Service required, for if they were Receivd for goods, [...] they ought to have been paid in immediately but be it how it	The debtors had never made those sums good to the Company, nor ought the Company to bear them, since its unfaithful servants had been prevailed on to permit the transfers. The bench was therefore directed to take care to restate the account afresh according to these directions, and to retransfer the complained-of transfers back to the man responsible, leaving him to collect them as best he could and reducing his credit with the Company by that amount. 43: The Court could not pass over the storekeeper Mr Goodwin standing debtor in the state of the island for £490 0s 0d in cash bills in his hands, besides his other debt of £600 0s 0d odd, while Mr Alexander stood debtor for cash bills of £188 10s 0d besides his other debt of near £230 0s 0d. This looked very odd. The last letter had hinted at the reason why these and other favourites, as the Court was informed, were permitted to run so deep into debt. As to their cash bills, the Court directed that they pay them into the Governor and council, since the sums seemed to have been lodged with them for use when occasion required for the Company's service. If they were received for goods, they ought to have been paid in immediately. Either way, paying them in would reduce their debts by that amount. The remaining parts of their debts were

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		will by such paying them in their debts will be so far lessoned for the other part of their debts recover them as they are able to pay them in the manner before directed touching the Planters, and if it be Necessa =ry let them Mortgage their Lands for Security. 44: We can add nothing materiall to what We wrote last Year touching the plantation Acco<sup>t</sup> under the Care of M<sup>r</sup> Byfeld We find by your Consultations that his Accounts are past monthly which is so far well but the same Objection lyes thereto as before Mentiond of the Storekee =pers that the Ballances are not Enterd in Consultation as they ought to be which must not be omitted for the future nor the other Direction mentiond Margin Notes: About Cap<sup>t</sup> Alexander & Cap<sup>t</sup> Goodwins Debt. Ab<sup>t</sup> Plantation	to be recovered as they were able to pay, in the manner already directed for the planters, and if necessary they were to mortgage their lands as security. 44: Nothing material could be added to what was written last year concerning the plantation accounts under the care of Mr Byfield. The consultations showed his accounts passed monthly, which was satisfactory so far. The same objection applied to them as was made earlier about the storekeepers: the balances were not entered in consultation as they ought to be. That omission must not continue, nor the other direction [...] Interpretations The order that Goodwin and Alexander pay in their cash bills exposed a private float: Company paper currency held personally by senior officers instead of circulating or resting in the treasury. The despatch of 31 May 1721 had required bills and coin to pass through the stores as a closed circulation, so officers sitting on £490 0s 0d and £188 10s 0d of bills were withholding the island's small money supply as well as owing the value. The retransfer remedy in the opening passage worked as personal restitution rather than a mere book correction. By moving the disputed credits back onto the officer who had improperly allowed them, the Court made him the creditor of the original doubtful debtors and cut the Company's exposure, converting his misconduct directly into his own collection risk. The naming of Goodwin and Alexander as favourites connected to the sixteen debtors disclosed under the despatch of 31 May 1721, where creditors had turned large debtors by the Governor's favour and Mr Alexander already stood near £300 0s 0d. The mortgage requirement applied to councillors the same land-security regime imposed on planters, refusing the bench any softer terms than the people it governed. Speculations The Court offered two readings of the cash bills, deposits for service or receipts for goods, and made the order identical under both. That construction was probably deliberate: it denied the officers any procedural escape through explaining the origin of the money, since every explanation led to the same duty to pay it in at once.
170	167	Cap<sup>t</sup> John Edwards Commander mentiond in our Said Letter of what he is to Send us. 45: Touching the List of Familys their Lands Blacks and Cattle received by these last packets and the Acco<sup>ts</sup> of Rents and Reven =ues We have no further Remarks to make than What are Containd in our Last Letter Wherein We have laid down such Rules as We think proper for your Government and We hope you will (as We hereby direct you do) duly regard the same as well in your Practice as Assurances besure take care those Lists be Carefully Examind before Sent to prevent Errors therein for in your Acco<sup>ts</sup> of Rents and Revenues sent by the Mary and its Duplicate by the Car narven which Supposes it to be a Transcript of the other We find the Totall of the Last differs from the former being above Sixteen pounds [...] 46: We have also received the List of Sallarys p Annum payable by us at S<sup>t</sup> Helena which Includes together with the pay of the Military the Sallarys and Gratuities of the Govern<sup>r</sup> and Councill, the Writers overseers handicrafts Surgeons and all others that receive pay or wages from Us the whole amounting to upwards of Two Thousand three Hundred and fifty pounds We Suppose this is the Whole because We directed you Should Send it, from whence We observe tha this ought to be the whole of our Charge on that Island now you seem to have no further occasion to hire the planters Blacks Ex =cepting	The remaining direction in that letter, setting out what Mr Byfield was to send home, also stood. 45: Concerning the list of families with their lands, blacks and cattle received in the latest packets, and the account of rents and revenues, the Court had no remarks beyond what its last letter contained. That letter laid down the rules it thought proper for the island's government, and the bench was directed to give them due regard both in practice and as assurances. Beyond that, the lists were to be carefully examined before sending to prevent errors. The account of rents and revenues sent by the <i>Mary</i> and its duplicate by the <i>Carnarvon</i>, which was supposed to be a transcript of the other, showed the total of the latter differing from the former by above £16 0s 0d. 46: The Court also received the list of salaries per annum payable at St Helena. The list took in the pay of the military together with the salaries and gratuities of the Governor and council, the writers, overseers, handicrafts, surgeons and all others receiving pay or wages, the whole amounting to upwards of £2,350 0s 0d. The Court supposed this to be the whole, because the direction had been to send it complete, and it observed that this ought to be the whole of its charge on the island. The bench now seemed to have no further occasion to hire the planters' blacks, except for provisions for the four or so people dieted at the Company's charge and the clothing of the blacks. As for the diet, the Company's plantations must supply it

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		provisions for such of our people as are to be dyetted at our Charge and the Cloathing of the Blacks, as to the dyetting our plantations must Supply that with a Surplus to the Shipping Excepting now and then Flower and Rice and Liquors of which you from time to time have received ample Supplys We Send you yearly from home Goods and Stores Sufficient by their produce for near double the aforesaid amount You are yearly Supplied from the East Margin Notes: A difference be tween y^e of Rents and Revenue sent by y^e Mary & y^e Duplicate Ab^t y^e List of Sallarys	with a surplus for the shipping, excepting now and then flour, rice and liquors. Ample supplies of those had been received from time to time, and goods and stores were sent yearly from home, sufficient by their produce for near double that amount. The island was also supplied yearly from the East [...] Interpretations The £16 0s 0d divergence between an original and its supposed duplicate struck at the evidential system built since the despatch of 14 March 1715, under which a duplicate was a second authenticated original signed afresh rather than a mere copy. A transcript that failed to match destroyed the redundancy against ship loss and reopened the question of which figures London could trust. Paragraph 46 turned the salary list into a budget ceiling. By declaring the £2,350 0s 0d total to be the whole proper charge of the island, the Court converted a descriptive return into a standing cap against which every future expense, including slave hire from planters, could be disallowed. The despatch of 31 May 1721 had already allowed hire from indebted planters only as the lesser evil, and this passage narrowed even that to provisions and clothing. The expectation that the plantations feed the public table with a surplus for sale to ships restated a policy first set at a commercial level on 24 March 1680, when the plantation and fishery were to bear the table's whole cost without bought victuals. Its revival here served the same conversion of the island from cost centre to self-supporting station. Speculations The Court's arithmetic, that home and eastern supplies yielded near double the island's whole charge, was probably framed to pre-empt the bench's recurring plea of insufficiency. By quantifying the inflow against the capped outgoings before any complaint arrived, the letter left the bench no room to justify fresh purchases from captains or planters except through the narrow exceptions it named.
171	168	By the Ship Lethieullier East Indies with necessarys not only for our use but for that of all the planters which if faithfully mannaged must bring us in a great deal of money You yearly draw upon us for great Sums and this last Year (which as before Mentiond makes us very uneasy) Your Letters beginning with the Mountague and ending with the Hartford advise Bills to be drawn on Us between the 10 of March and 10th of August last for above Five Thousand one Hund =red and fifty pounds lay all this together and consider how it is possible that so much money can be laid out without a very great Surplus Remaining in your hands and whether even in your own judgment the Remedy We have in this and our former Letters Resolved to apply Viz^t The forbiding to draw any more Bills on us except as therein permitted be not reasonable We expect you maturely deliberate upon these things and Show us if there be any Error in this our Computation and wherein if not how the aforesaid Summs have been laid out and why there Should not be a Considerable Surplus in your Hands and What is become of it if there be not. 47: We have received your List of Blacks with their Ages and Em ployments which pretty well answers our Directions but are greatly concernd to find so many of them to become almost Useless by their Distempers which We apprehend to be the Foul disease We have once and again told you that We allowed you to give Wives to such of the Blacks as behaved to your Satisfaction as believing that would be an Encouragement to them and prevent their Wan =dring We have Enquired how the Planters do in these Cases and are assured their Blacks by good looking after are very Seldom distempered and when they are they take	The East Indies supplied necessities not only for the Company's use but for that of all the planters, which if faithfully managed must bring in a great deal of money. Yet the bench drew on London yearly for great sums, and the last year, as mentioned before, made the Court very uneasy. The letters from the <i>Montague</i> through to the <i>Hartford</i> advised bills to be drawn on the Court between 10 March and 10 August last for above £5,150 0s 0d. Laying all this together, the Court asked how it was possible for so much money to be spent without a very great surplus remaining in the bench's hands, and whether even in the bench's own judgment the remedy resolved on in this and former letters, the prohibition on drawing further bills except as permitted, was not reasonable. The bench was to deliberate maturely on these things and show the Court any error in this computation, explaining if so how the sums had been laid out and why there should not be a considerable surplus in its hands, and what had become of it if there was none. 47: The list of blacks with their ages and employments was received and answered the directions fairly well. The Court was greatly concerned to find so many of them become almost useless through their distempers, which it took to be the foul disease. It had told the bench once and again that wives might be given to such of the blacks as behaved to the bench's satisfaction, believing this would encourage them and prevent their whoring. Enquiry had been made how the planters managed in these cases, and the Court was assured that their blacks, with good looking after, were very seldom distempered, and that when they were, immediate and particular care was taken to have them

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		immediate and particu =lar Care to have them cured Surely you might in good Measure do as Margin Notes: ab<sup>t</sup> List of Blacks Received	cured. Surely the bench might in good measure do as [...] Interpretations The foul disease meant venereal infection, principally syphilis. The Court's concern was framed in capital terms: slaves rendered almost useless by illness were wasted investment, and the proposed remedy of sanctioned marriage operated as both moral discipline and asset protection. The humane management code of 11 March 1717 had set correction, trades, hours and feeding; this passage extended that regime into the regulation of sexual conduct, with marriage as a reward conditional on satisfactory behaviour. The £5,150 0s 0d in bills drawn between 10 March and 10 August corresponded to the letters acknowledged in this despatch, carried by the <i>Montague</i> of 10 March, the <i>Duke of Cambridge</i> of 18 April, the <i>Mary</i> of 1 May, the <i>Carnarvon</i> of 5 June and the <i>Hartford</i> of 10 August 1721. The Court's challenge was structured as a formal audit question: given the inflows it had just quantified at near double the island's charge, the absence of a surplus was itself the charge to be answered. The comparison with planter practice carried an institutional sting. Private owners protected their human property better than the Company's salaried bench protected the Company's, repeating the pattern of the slave traders' evidence of poor feeding taken up in the despatch of 13 March 1719. The bench was being measured against the self-interest of private owners and found wanting precisely because it bore no personal loss. Speculations The demand that the bench either find an error in the computation or account for the missing surplus was probably designed as a trap with no neutral exit. Conceding the arithmetic admitted unexplained retention of Company money; disputing it required the bench to open its books in the detail the Court had been seeking since the accounts fell into arrears. Either answer advanced the audit.
172	169	Cap<sup>t</sup> John Edwards Commander as well for ours notwithstanding the difference in numbers and might by necessary correction Check the further progress of this Dis =temper or by removing them who are most Vicious to Such parts of the Island where you Shall want them and where they cant have opportunitys of Infecting one another We hope to Send you a good Surgeon or Surgeons Mate out of the Returning Ships but it has been insinuated to us your behaviour towards the Surgeons has been such that no man skilld in his Art would Stay long with you whether this be true or not We dont now determine but Expect you treat them hereafter with respect and mildness and by fair means endeavour to keep them to look after their business which may be done by friendly Expostulations and gentle private rebukes when necessary Whereas outrageous Language or Censures in publick men of so much Education as Surgeons Generally have will not bear but be rather hardend than Softened thereby and then no wonder they will not Stay. 48: We observe M<sup>r</sup> Byfeld has paid in the Sixty five pounds advanced him in England as your Consultations mention whereupon We have deliverd up the Bond to his Attorney. 49: We have considered the 7<sup>th</sup> Par<sup>g</sup> of your Letter of the 10<sup>th</sup> of August Relating to M<sup>r</sup> Middleton Surgeon of the Hartford touching his dis orderly behaviour on your Island as also the State of the Governours proceedings against him referd to in that par<sup>gh</sup> and on the Whole do say that by what Appears in the State if truely represented you were in the right to deny Bedloe the	The bench might in good measure do as well for its own blacks, notwithstanding the difference in numbers, and by necessary correction check the further progress of this distemper, or remove those who were most vicious to such parts of the island where labour was needed and where they could have no opportunity of infecting one another. The Court hoped to send a good surgeon, or a surgeon's mate, out of the returning ships. It had been insinuated, however, that the bench's behaviour towards the surgeons had been such that no man skilled in his art would stay long at the island. Whether this was true or not the Court did not now determine, but it expected the surgeons to be treated in future with respect and mildness, and kept to their business by fair means. That could be done by friendly remonstrance and gentle private rebukes where necessary. Disrespectful language or public censure was something men of as much education as surgeons generally have would not bear; it hardened rather than softened them, and then it was no wonder they would not stay. 48: The consultations showed that Mr Byfield paid in the £65 0s 0d advanced to him in England, whereupon the Court delivered up his bond to his attorney. 49: The Court considered the seventh paragraph of the bench's letter of 10 August relating to Mr Middleton, surgeon of the <i>Hartford</i>, concerning his disorderly behaviour on the island, and also the state of the Governor's proceedings against him referred to in that paragraph. On the whole, if the facts were truly represented in that state, the bench was in the right to deny Bedloe the soldier marrying the widow Swallow, and to censure Mr Middleton for presuming to marry

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		Soldiers marrying the Widow Swallow and Censuring M^r Middleton for presuming to marry them Contrary to the Settled Custom of the Island that being the likeliest way to prevent a repetition of the like unwarrantable practice But the manner of y^r punishing M^r Middleton is what can be no Margin Notes: ab^t Middleton	them contrary to the settled custom of the island, that being the likeliest way to prevent a repetition of the same unwarrantable practice. But the manner of punishing Mr Middleton was what could be [...] Interpretations The marriage dispute turned on licensing as social control. Marriage on the island governed land, militia obligation and the soldier-to-planter transition, with graduated grants calibrated to the parties' positions since 24 March 1680, so an unlicensed ceremony performed by a visiting ship's surgeon bypassed the whole regulatory apparatus. The Court upheld the substance of the bench's objection while reserving judgment on the punishment, repeating its standing distinction between a right end and despotic means first drawn against Governor Pyke in the <i>Eagle Galley</i> matter of 14 March 1715. The instruction on handling surgeons rested on a practical staffing constraint. The island had no means of compelling skilled men to remain, so retention depended entirely on treatment, and the Court's prescription of private rebuke over public censure was personnel management dictated by the bench's weak bargaining position. The conditional phrasing, whether the insinuation be true or not, allowed the Court to impose the rule without first convicting the bench. The redemption of Mr Byfield's bond closed the standard security cycle for advances: money paid in England against salary was secured by bond, and repayment at the island discharged the instrument in London through the officer's attorney. The £65 0s 0d corresponded to the advance made when Byfield joined as overseer of the plantations under the establishment recorded on 5 March 1720. Speculations The option of dispersing the most vicious blacks to distant parts of the island treated quarantine and labour allocation as a single decision. The Court framed removal not as punishment alone but as posting infected men where hands were wanted, probably to ensure the disease-control measure carried no cost in lost output, consistent with the rule of 13 March 1719 that spared hands go to the fortifications at near zero marginal cost.
173	170	By the Ship Lethicullier no ways Justified by any Law of England or S^t Helena nor can We imagine what Should Induce the Gov^r to take So large a Step but an Apprehension of his own Dispotick power as if he was above all Law This assumed power of his in other instances We have Complained of in our last and former Letters as well as in this and forbid the Exercise of it in future but as to the present case We are Sorry for the Occasion but lett him take the Consequence when he returns to England and finds that our mild Laws will Suffer no man to Stretch his Authority at this Rate The Gov^r Carriage towards M^r Jones Mentiond in our last Letter has made Such a Generall ill Impression upon peoples minds here that We cannot hitherto get a Chaplain to be sent you. Thirdly Touching our Fortifications Buildings and Garrison Stores. 50: It is no Small Pleasure to us to Read in yours of the 10th of Aug^t that by the latter end of the then next month you reckon all the Buildings whether Fortifications Storehouses or any belonging to our Plantations will be fully compleated and thereby a period put to the vast Charge We have so many years Groaned under. 51: We observe you have restored Gunner French our last Letter will Show you we did not approve of the reasons of his dismissal as his Case was Stated to us and orderd he Should be restored We take notice the	The punishment was in no way justified by any law of England or of St Helena, nor could the Court imagine what should induce the Governor to take so large a step except a notion of his own despotic power, as if he stood above all law. The Court had complained of this assumed power in other instances in its last and former letters, as well as in this, and forbade its exercise in future. As to the present case, the Court was sorry for the occasion, but the Governor must take the consequence when he returned to England and found that the mild laws there would suffer no man to stretch his authority at this rate. The Governor's treatment of Mr Jones, mentioned in the last letter, had made such a general ill impression on people's minds in London that the Court had so far been unable to get a chaplain to send out. Thirdly, concerning the fortifications, buildings and garrison stores. 50: The Court took no small pleasure in reading, in the letter of 10 August, that by the end of the following month the bench reckoned the buildings, whether fortifications, storehouses or any belonging to the plantations, would be fully completed, putting an end at last to the vast charge groaned under for so many years. 51: The bench had restored Gunner French. The last letter would show that the Court did not approve the reasons for his dismissal as the case was stated to it, and ordered his restoration. The gunner's monthly accounts were entered in the consultations, which was

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		Gunnery monthly Accounts are Entered in your Consulation which is right and it seems thereby as if you passed and approved them but We can Scarcely think you ever Examined them for if you had you must have taken notice In Gunner Slaughters account Entered the 13th of June of Stores Expended between the 25th & 30th of May he Charges 1578 weight of powder Expended in discharging all the Great Guns as well as those of Small weight It Margin Notes: Ab^t Finishing y^e Buildings Ab^t y^e Gunners Dismission	right, and they appeared thereby to be passed and approved. The Court could scarcely think they were ever examined, however, for had they been, notice must have been taken of the gunner's account entered on 13 June of stores expended between 25 March and 30 May. He charged 1,578 weight of powder expended in discharging all the great guns as well as those of small weight [...] Interpretations The Middleton ruling separated verdict from sentence as a constitutional point. The bench could lawfully censure the unlicensed marriage, but a punishment outside both English and island law was void of authority however sound the underlying offence, and the Court's warning of personal liability in England exposed the Governor to private suit once outside Company protection. The despatch of 31 May 1721 had already charged Governor Johnson with dragging Mr Jones the chaplain from the desk in time of divine service, and this passage recorded the market consequence: the post could not be filled because candidates in London knew how the last chaplain was treated. The powder query reopened the salute and expenditure audit running since the forensic review of 5 March 1713, which had condemned 385 pounds of powder and 134 guns in a single month. A charge of 1,578 weight in just over two months dwarfed that earlier scandal, and the Court's method was again to test the bench's signatures against arithmetic: accounts passed in consultation but never examined turned the approval entries themselves into evidence of negligence. The completion of the buildings closed the priority contest between fortifications and civil projects pressed since 11 March 1717, when the batteries protecting the ships were ranked above every civil work. The Court's relief at ending the vast charge confirmed that the programme had been tolerated as necessary defence at minimum cost, never as open-ended development. Speculations The Court's inference that unexamined accounts could not have been examined rested on a deliberately chosen specimen. The 13 June entry was probably selected because powder was the one store with a fixed salute schedule, three guns for Company ships since 20 February 1678, so the quantity alone proved breach without any need to dispute prices or measures, making it the cheapest possible demonstration that the bench signed what it did not read.
174	171	Cap^t John Edwards Commander It does not appear to us what Necessity there was for this Ex =pence If it did to you, you ought to have entered in Consultation the reason for our notice and Consideration. 52: We cant understand why you Should allow of 32^{lb} of powder chargd in the Gunners Account for June Expended at the Funeral of M^r Collet he was but a passenger and if you had a mind to pay him some respect as having been in our Service in Bengall that might have been done at half the Charge We men =tion this not for the Value for it is but Small but to Shew you good husbandry would vouchsafe to take notice of Superfluitys and check them in Smaller as well as greater instances and for the same reas =on We add that in Severall of the Gunners Monthly Accounts We observe a great difference of the powder charged as Expended for the Guards Mounting and dismounting Sometimes 9^{lb} Sometimes 12 and oftentimes 16 in Gunner Slaughters Acco^t Take care this matter be put upon a Regular and frugall foot in future and no Excess allowed of as We wrote you last year for the other Reasons then Occuring.	No necessity for this expense appeared to the Court. If it appeared to the bench, the reason ought to have been entered in consultation for the Court's notice and consideration. 52: The Court could not understand why the bench allowed 32 pounds of powder, charged in the gunner's account for June, expended at the funeral of Mr Collet. He was only a passenger, and if the bench had a mind to pay him some respect as having been in the Company's service in Bengal, that might have been done at half the charge. The point was raised not for the value, which was small, but to show that good husbandry would take notice of superfluities and check them in smaller as well as greater instances. For the same reason, a great difference appeared in several of the gunner's monthly accounts in the powder charged as expended for the guards mounting and dismounting, sometimes 9 pounds, sometimes 12 and often 16 in Gunner Slaughter's account. The bench was to take care this matter was put on a regular and frugal footing in future, with no excess allowed, as written last year for the other reasons then arising. 53: The account of gunner's stores taken into Mr French's charge on his restoration was entered in

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		53: We find Enterd in Consultation the Account of Gunners Stores taken into M^r Frenches Charge on his Restoration This is for so far right but you ought to have Examind the preceeding Gunners Acco^t to see whether he had Deliverd all he was Chargeable with for else how can you tell whether all was accounted for that ought to have been and that We did not Suffer by Short delivery or Embezlements Fifthly Touching the Civil Government of the Island or the Productions thereof and what concerns any of the Inhabitants. We Margin Notes: Ab^t Gunpowder fired at M^r Collets Interment ab^t Gunners Acco^t	consultation. That was right so far, but the bench ought to have examined the preceding gunner's account to see whether he had delivered everything he was chargeable with. Otherwise the bench could not tell whether everything was accounted for that ought to have been, and whether the Company suffered by short delivery or embezzlement. Fifthly, concerning the civil government of the island, or its productions, and what concerns any of the inhabitants. Interpretations The funeral salute query applied the middling-profit logic of cost control to ceremony itself. Honours for the dead were not forbidden, but graded: a passenger with past Bengal service merited at most half the powder, and the Court's stated purpose, checking superfluities in small instances as well as great, made the 32 pounds a teaching example rather than a recovery claim. The variable guard charges of 9, 12 and 16 pounds in Slaughter's accounts served the same demonstration, since a fixed daily routine should produce a fixed consumption, and fluctuation without explanation signalled either waste or diversion. Paragraph 53 set out the handover audit principle: a charge taken by an incoming officer was only as good as the discharge proved against the outgoing one. Without examining the prior gunner's account, the new inventory created a clean opening balance that silently absorbed any shortfall, the same defect the despatch of 23 February 1722 had already fixed on the storekeeping side after the faulty balances running since Captain Bazett's death. The reference was to Gunner French, dismissed by the Governor without the council as charged in the despatch of 31 May 1721 and now restored on the Court's order. Speculations The naming of Gunner Slaughter alongside French suggests the Court was tracking the powder accounts across the dismissal and restoration as a single series. The interval accounts kept by the replacement carried the irregular guard charges, so the comparison probably served to show that the fault lay in the bench's unexamined approvals rather than in any one gunner, which matched the Court's decision to direct the remedy at consultation procedure rather than at the individual.
175	172	By the Ship Lethieullier Cap^t Jn^o Edwards Command^r 54: We find We did by our last Letters Write you the needfull on this head which will save us the trouble at present. 55: In your Consultation of the 28th of March 1721 We find the Bretheren of Rich^d Leech Orphan (who went to England about 21 Years Since) desire the dividend of his fathers Estate Lodged in your hands being Fifty two pounds one Shilling and four pence because then a minor may be paid him in regard as he has not been heard of for about Sixteen years that he would have been of age if alive they conclude he is dead and very probably he is so and thereupon you order to refer this to us you ought to have mentiond it in your Generall Letters If the above be the true and whole State of the Case We direct that the said two Brothers and Sister if nearest a kin do administer Upon it giving sufficient Security to make good any future demand of others that shall claim and have a better Title thereto and then pay them the Said money. 56: As We wrote you last Year to send on the Drake any Surplus Blacks you could then Spare to y^e West Coast so as they were not Children nor decrepid advising whom We say the same now with relation to this Ship Lethieullier which is also Bound to the Said place. We are Your Loving Friends	54: The last letters contained what was needful on this head, which saved the trouble of repeating it at present. 55: The consultation of 28 March 1721 showed that the brothers of Richard Leech's orphan, who went to England about 21 years earlier, asked for the dividend of his father's estate lodged in the bench's hands, being £52 1s 4d, because a minor might then be paid it. As he had not been heard of for about sixteen years and would have been of age if alive, they concluded he was dead and that they were very probably his heirs, whereupon the bench ordered the matter referred to the Court. The bench ought to have mentioned it in the general letters. If that was the true and whole state of the case, the Court directed that the two brothers and the sister, if nearest of kin, administer the estate, giving sufficient security to make good any future demand by others who might claim with a better title, and that the money then be paid to them. 56: As written last year, any surplus blacks the bench could spare were to be sent on the <i>Drake</i> to the west coast, provided they were neither children nor decrepit, with advice of whom. The same now applied in relation to this ship the <i>Lethieullier</i>, which was also bound for that place. The letter closed as from the bench's loving friends, signed by Simon Th[...], mans, Matthew Decker, Edward Turner, Caleb Cotesworth, John Eccleston, Abraham Addams, Joseph

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		Simon Thusemans Math^w Decker Edw^d Turner Caleb Cotesworth Jn^o Eccleston Abraham Addams Jos Wordsworth Jun^r Jn^o Ward Henry Lyell Jn^o Cooke Jn^o Gould Edw^d Harrison Rich^d Boulton Rob^t Hudson W^{llm} Gosselin Jos Horne Margin Notes: Ab^t Leech y^e Orphan his dividend in y^e Companys Cash Ab^t Blacks to be sent off	Wordsworth Junior, John Ward, Henry Lyell, John Cooke, John Gould, Edward Harrison, Richard Boulton, Robert Hudson, William Gosselin and Joseph Herne. Interpretations The Leech direction applied the security-backed administration model to a presumption of death. Sixteen years without word of a man who left the island around 1700 satisfied the Court that distribution could proceed, but only against a bond protecting the estate should the absentee or a better-entitled claimant appear, so the risk of error fell on the takers rather than the Company. The procedure extended the probate jurisdiction settled on 5 March 1713, under which wills proved with the council were copied annually to London, into intestate administration with London as the deciding authority. The family connected to Thomas Leech, whose debt had been understated in Haswell's list under the despatch of 22 February 1716. The renewed order for surplus blacks repeated the rule of the despatch of 31 May 1721, which sent the surplus to Sumatra on the <i>Drake</i> with no children or decrepit ones and names and ages returned home. The exclusion served quality control at the receiving factory: the west coast establishment at Bencoolen took only able workers, while the island retained those who could not be productively shipped. The rebuke that the matter ought to have appeared in the general letters enforced the rule that consultations alone were not notice to London. A decision buried in the consultation book reached the Court only on its own reading months later, so the general letter operated as the formal channel by which the bench was obliged to surface anything requiring a decision from home.
176	173	By the Ship Essex Captain Jonathon Sommers Commander Orders and Instructions Given by Us the Court of Directors of the United Company of Merchants of England trading to the East Indies, To Captain John Smith Governour of Our Island of S^t Helena, To M^r Edward Byfield 2^d of Council, To M^r John Alexander 3^d and to M^r John Goodwin 4th and last of the Said Council of S^t Helena. 1: Wee the Said Court of Directors having received from M^r Johnson the present Governour of S^t Helena a Letter Signifying his desires to Quit his present Station and return to England, We have thereupon Elected You Captain John Smith to Succeed him & be Our Governour of Said Island in his Stead, & the rest of You to be of Council in the Stations abovementiond for Managing All Our Affaires there in hopes You will apply Your Selves with Fidelity Diligence & Zeal to perform from time to time the Duties of Your respective Employes according to the best of Your understandings & to Contribute Your utmost Endeavours for the Good Government of the Island & improving Our Estate there. 2: The Nature & Extent of Your Authority as Governour & Council in Conjunction, and Your Severall respective Duties in Your differents Stations You will find fully described in Our Letters wrote from time to time to S^t Helena wherein You will also find what Notice was here taken of Omissions or other Instances of Disobedience to Our Orders, Wee expect You Reperuse them & take care to prevent future Cause of Complaint. 3: We direct that You Captain Smith do on Your Arrival Show M^r Johnson the now Governour the Commission herewith deliverd You, under the Companies Common Seale for Constituting You Our	A new document followed, carried by the ship <i>Essex</i>, Captain Jonathan Sommers commander. It contained orders and instructions given by the Court of Directors of the United Company of Merchants of England trading to the East Indies to Captain John Smith, Governor of the island of St Helena, to Mr Edward Byfield, second of council, to Mr John Alexander, third, and to Mr John Goodwin, fourth and last of the council of St Helena. 1: The Court of Directors received from Mr Johnson, the present Governor of St Helena, a letter signifying his desire to quit his station and return to England. The Court therefore elected Captain John Smith to succeed him as its Governor of the island, with the rest of the addressees to be of council in the stations named, for managing all the Company's affairs there. The Court hoped they would apply themselves with fidelity, diligence and zeal, perform the duties of their respective employments from time to time according to the best of their understandings, and contribute their utmost endeavours to the good government of the island and the improvement of the Company's estate there. 2: The nature and extent of their authority as Governor and council in conjunction, and their several respective duties in their different stations, were already fully set out in the letters written from time to time to St Helena. There they would also find what notice was taken of omissions or other instances of disobedience to the Court's orders. The Court expected them to study those letters and take care to prevent future cause of complaint. 3: Captain Smith was directed on his arrival to show Mr Johnson, the present Governor, the commission delivered with these instructions under the Company's common seal, constituting Smith as Governor of St Helena and revoking the commission formerly given to Johnson, and to acquaint him that it was the Court's

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		Governour of S^t Helena & Revoking the Commission formerly given him, And acquaint him that it is Our Order to have Your Said Commission Publis[hd] in the usual manner, And that thereupon You Enter upon the Execution of Your Office of Governour & with the Council Proceed in the manage ment of Our Affairs there, That We have directed You (as we are hereby do) to carry it respectfully towards him while he Continues on the place Margin Notes: Cap^t Smith app^{td} Gov^r & the Council confirmed Cautiond to mind the Comp^{as} Interest Extent of authority to be found in former Letters The New Gov^r directed to Shew his Commission to M^r Johnson & the latter to resign the other with all due Notices &c & the former Orderd to carry it respect fully to M^r Johnson	order to have the commission published in the usual manner. Smith was then to enter on the execution of his office of Governor and, with the council, proceed in the management of the Company's affairs there. The Court directed Smith, and hereby ordered him, to carry himself respectfully towards Johnson while he continued on the place. Interpretations The instructions effected the change of hands threatened in the despatch of 23 February 1722, where the Court declared it would replace the government if honest, plain and full answers did not come, though the formal occasion was Johnson's own request to quit. Accepting a resignation rather than dismissing him spared the Company a contest over the covenants while achieving the removal the audit letters had been building towards since 31 May 1721. The succession mechanics ran through the common seal. Authority on the island flowed from the sealed commission alone, so the new Governor's first act was its public exhibition and proclamation together with the revocation of the old one, leaving no interval in which two commissions or none could be claimed. The same publication procedure had governed Blackmore's supersession of Field under the commission of 20 February 1678. Paragraph 2 incorporated the entire body of past general letters by reference instead of restating the standing orders. This rested on the standing rules doctrine carried across the change of government in the despatch of 13 March 1719, by which orders bound the office and not the man, and it made the letter books themselves the new bench's constitution, including the recorded rebukes as warnings. The council named was reduced to four, with Byfield promoted to second, Alexander third and Goodwin fourth, all retained from the Johnson establishment. Continuity below the governorship preserved the Court's pending claims, since Alexander and Goodwin remained answerable for the faulty balances and cash bills charged against them on 23 February 1722, debts that a wholesale clearance would have made harder to pursue. Speculations The express order to treat Johnson respectfully while he remained probably guarded against the conduct seen at earlier transitions, when Boucher stripped the house, removed the <i>Susanna</i> letter from the archive and delayed his settlement by leaving the <i>Abingdon</i> at the Channel. A displaced governor awaiting passage held accounts, papers and local influence that an affronted man could withhold or spoil, so courtesy was prescribed as asset protection during the handover.
177	174	By the Ship Essex Place untill an Opportunity Offers for his Return to England, And that We desire he will give You Cap^t Smith all the Assistance he can be it Information Advice or otherwise from his Experience with relation to the General Govern^{mt} of the Place and the best way of Managing the particular branches of Our Affairs 4: Wee have not time at present to give a particular Answer to the Letters received from S^t Helena (vizt) of the 5th January 1721 by the Sunderland, of the 3^d February by the Aislable, of the 10th March by the Maria, of the 7th May by the London of the 24th D^o by the Cadogan of the 8th June by the Heathcote And of the 21 of the Said June last by the Tavistock & Mary Some of these were also received by other Ships in Du plicate according to Our Orders. However as Our Orders Directions Cautions and Prohibitions have been wrote so fully from time to time	Johnson was to be treated with respect until an opportunity offered for his return to England, and the Court expressed its hope that he would give Captain Smith all the assistance he could, by information, advice or otherwise, from his experience of the general government of the place and the best way of managing the particular branches of the Company's affairs. 4: No time was available at present to give a particular answer to the letters received from St Helena, namely those of 5 January 1722 by the <i>Sunderland</i>, of 3 February by the <i>Aislable</i>, of 10 March by the [...], of 7 May by the <i>London</i>, of 24 May by the <i>Cadogan</i>, of 8 June by the <i>Heathcote</i> and of 21 June last by the [...]. Some of these were also received by other ships in duplicate according to the Court's orders. As the Court's orders, directions, cautions and prohibitions had been written very fully from time to time, when necessary, on all parts of its affairs, a perusal of those letters, which was expected as soon as time allowed, would guide the new bench sufficiently in its future management.

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		(when necessary) On all Parts of Our Affaires You will on perusing Our Letters which We expect You do (as Soon as you have time for it) See Our Minds Sufficiently to Guide Your future Management. 5: When ever You write Us which You must do by all Opportunitys of Our Shipping take Care to Answer Our Letters Pa^r by Par^{gh} Advising Us in the begining of Each Letter the Date of Your last & by what Ship Sent 6: We expect that when You Captain Smith do peruse Our Letters as aforesaid You take out from thence proper & Short Memorandums of Our Severall Standing Orders for Your better Understanding & Management of Our Affaires Ranking them under Our Establishd Heads by which You May the Easier turn to them when You Shall have occasion to put any of them in Execution. 7: As Your Station of Governour puts You at the Head & gives You Authority over all Persons in their Duty Wee require You frequently to Examine whether the Keeper of the Plantations, of the Stores, Of the Accompts, the Secretary & all others who have Place of Trust under Us do keep Close to their Business & have their Accompts & writings duly brought up, If any are negligent give them fair warning, if they wont take it & Amend Speedily complain of them in Consultation, If that dont forthwith prevaile, put in Execution Our Orders to Fine or Suspend them, or lessen the Gratuitys appointed them by Our former Letters as Shall be thought reasonable & according to the Aggravation of their Faultes. Margin Notes: Letters rec^d but not Answerd To Answer Para by Para Gov^r to take Memorandums for his Guide &c^a Gov^r to Examine all Acco^{ts} & to take care that all Persons do their Duty. Method to be observed therein	5: Whenever the bench wrote, which it must do by all opportunities of the Company's shipping, care was to be taken to answer the Court's letters paragraph by paragraph, advising at the beginning of each letter the date of the last and by what ship it was sent. 6: Captain Smith, when perusing the letters as directed, was expected to take out from them proper and short memorandums of the Court's several standing orders, for his better understanding and management of its affairs, ranging them under established heads so that he might the easier turn to them when occasion arose to put any of them in execution. 7: The station of Governor put Smith at the head and gave him authority over all under him in their duty. The Court required him frequently to examine whether the keepers of the plantations, of the stores, of the accounts, the secretary and all others holding places of trust under the Company kept close to their business and had their accounts and writings duly brought up. If any were negligent, he was to give them fair warning. If they did not take it and amend, he was to complain of them speedily in consultation. If that did not prevail, the bench was to put in execution the Court's orders to fine or suspend them, or lessen the gratuities appointed them by former letters, as should be thought reasonable and according to the aggravation of their faults. Interpretations The memorandum direction in paragraph 6 revived the extract book project ordered on 5 March 1713 and reiterated on 4 February 1714, a thematic manual reorganising the general letters by subject under proper heads. The earlier bench took nearly seventeen months without completing it, so the Court now attached the task personally to the incoming Governor as a condition of competent management rather than leaving it as a council project. The paragraph-by-paragraph answering rule, with each letter opening by citing the date and ship of the last, built a self-auditing correspondence chain. Any unanswered paragraph or missing link became visible on the face of the reply, closing the evasions the Court had been fighting since matters were kept from the letters under the despatch of 23 February 1722. Paragraph 7 defined the Governor's supervisory office as a graduated disciplinary ladder: private warning, then complaint in consultation, then collective sanction by fine, suspension or reduced gratuity. The sequence kept punishment with the bench rather than the Governor singly, preserving the rule restated on 23 February 1722 that the orders ran to the Governor and council together, and it answered the despotic interventions charged against both Pyke and Johnson by channelling authority through recorded process. Speculations The Court's refusal to answer six months of letters before despatching the <i>Essex</i> suggests the commission was timed to the ship rather than to the correspondence. Sending the new government out at once, with the substantive replies deferred, probably reflected a judgment that every month of the outgoing administration cost more than any delay in answering accounts, consistent with the audit pressure built through the letters of 31 May 1721 and 23 February 1722.
178	175	Cap^t Jonathan Sommers Commander 8: Remember Our Standing appointment is That the Governour & Council Shall have the Direction of Our Affaires, And therefore if any of them are not Satisfied with the Orders made in Councill by the Majority, we give them Liberty to dissent and Enter their Reasons for So doing in Consultation for Our further directions	8: The Court recalled its standing appointment that the Governor and council should have the direction of its affairs, so that if any of them were not satisfied with the orders made in council by the majority, he had liberty to dissent and enter his reasons in consultation for the Court's further directions. Honest men might differ in opinion and yet each think he was promoting

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		because it may happen that honest men may differ in Opinion, & yet think they are Promoting Our Interest, But we expect this Liberty Shall not be made a handle to promote much less to continue Quarrells or Feuds amongst You Our former Letters having been full on this head, We refer You thereto. 9: That the Advices of Our Affairs under Our Governour & Councils care may be given Us the more Methodically & Easier to be found when there Shall be Occasion to look back into them Wee have as You will Observe by Reperusing Our former Letters directed they Should be put under the proper heads viz^{>t</sup> First Concerning Shipping Returned or Sent or Sending Out Secondly Concerning Goods or Stores Sent from England or recd from India Thirdly Touching Our Servants Civil or Military, The Acc^{>ts</sup> of S^{>t</sup> Helena in General, and also concerning Our Slaves Cattle Lands & Revenues Fourthly touching our Fortifications Buildings & Garrison Stores Fifthly Touching the Civil Government of the Island & the Productions thereof, And what Concerns any of the Inhabitants, which taking in what soever You Shall have occasion to inform Us of be sure to Comply therewith accordingly.}}} 10: We Shall now give You a Short Abstract or Specimen of what We expect from You at present (being chiefly what We have formerly Orderd) & Shew of what We expect from You hereafter under Each of the Said Heads. Herewith We also give You Cap^{>t</sup> Smith Copy of Our last Letter to S^{>t</sup> Helena dated the 25 January 1721 for Your perusal in the Voyage & on arrival at S^{>t</sup> Helena delivering it into the Council whereby You will See Our manner of Writing under every head of what is [...] & [...] Complaints of Mismanagements with Directions for Rectifying them which will give You Some Idea of Our Affaires & help You to Make Your proper Remarks in Writing thereupon to be Your Remembrancer to prevent the like again when You are in the Execution of Your Office. We now proceed And First concerning Shipping &c^{>a</sup>}}}} 11: As You Cap^{>t</sup> Smith know what Ships Arrived here this last Season We for Brevity Sake dont Mention their Names or times of Arivall.} Margin Notes: Power of Gov^{>r</sup> & Council if they differ in Opinion to Enter their Reasons in Consultation. Gen^{>ll</sup> Heads prescribed for Writing Gov^{>r</sup> to take Minuts of Matters Compld of & to Rectify them Arrival of Shipping omitted}}}	the Company's interest. The Court expected, however, that this liberty would not be made a handle to promote, much less to continue, quarrels or feuds among the bench. Its former letters were full on this head and the bench was referred to them. 9: So that the advices of the Company's affairs under the Governor and council might be given the more methodically, and be easier to find when there was occasion to look back into them, the letters home were to be arranged, as the former letters directed, under the proper heads, namely: First, concerning shipping returned or sent, or sending out. Secondly, concerning goods or stores sent from England or received from India. Thirdly, concerning the Company's servants, civil or military, the accounts of St Helena in general, and also the Company's slaves, cattle, lands and revenues. Fourthly, concerning the fortifications, buildings and garrison stores. Fifthly, concerning the civil government of the island or its productions, and whatever concerned any of the inhabitants, taking in anything else there was occasion to report. The bench was to be sure to comply exactly accordingly. 10: A short abstract or specimen followed of what was chiefly recommended at present, being what the Court formerly ordered and expected from the bench under each of those heads. Captain Smith was also given a copy of the last letter to St Helena, dated 23 February 1722, for his perusal on the voyage and, on arrival at St Helena, for delivery to the council. From it he would see the manner of writing under every head, what related to the Company's affairs, and the complaints of past mismanagement with directions for rectifying it. This would give him some idea of the Company's affairs and help him to make his own remarks in writing as they occurred, to serve as reminders for preventing the like again when in the execution of his office. The instructions then turned to the first head, concerning shipping. 11: Since Captain Smith knew what ships arrived at the island in the latest season, their names and times of arrival were for brevity's sake not repeated. Interpretations The dissent procedure in paragraph 8 worked as a safety valve and an evidence trap at once. A councillor outvoted in consultation could place his reasons on record for London's review, which protected minorities against an overbearing governor, but the recorded dissent also fixed each man's position so that responsibility for any miscarriage could later be assigned individually. The Court's caution against turning the liberty into feuds answered the experience of the Johnson bench, charged on 31 May 1721 with copying the partiality, heat and resentment of the times it was sent to mend. The five-head structure imposed on outgoing letters was the same classification the Court used in its own despatches, including the letter of 23 February 1722 carried by Smith. Matching the two formats made every reply mechanically comparable with the instruction it answered, completing the paragraph-by-paragraph discipline already ordered and turning the correspondence into a ledger of orders against performance. Handing the new Governor the most recent general letter as his briefing document served a double purpose: it educated him in the standing complaints before arrival, and it ensured the council could not soften or suppress the letter's contents, since the man charged with enforcing it carried it in person and delivered it himself.

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179	176	General 12: The Ships Sent and Sending Out to all Our Settlements abroad this Season are viz^{<sup>t</sup>} Tons Captains The <i>Barrington</i> 440 John Hunter For Mocha Prince <i>Augustus</i> 495 Thomas Ryves For Mocha <i>Craggs</i> Friggot 335 Caleb Grantham For Mocha Duke of Cambridge 430 Daniel Small For China Princess <i>Anne</i> 380 Nicholas Lukorne For China <i>Montague</i> 330 John Gordon For China Hertford 440 Francis Nelly For China <i>Sarum</i> 400 George Newton For the Bay <i>Carnarvon</i> 375 Josiah Thwaite For d^{<sup>o</sup>} & Fort S^{<sup>t</sup>} Georg <i>Mary</i> 490 Richard Holden <i>Derby</i> 480 William Fitzhugh For y^{<sup>e</sup>} Coast & Bay <i>Bridgewater</i> 410 Edward Williamson For y^{<sup>e</sup>} Coast & Bay <i>Cardigan</i> 420 William [Hanwily] For y^{<sup>e</sup>} Coast & Bay <i>Essex</i> 320 Jonathan Sommers For S^{<sup>t</sup>} Helena & Coast Duke of York 440 Robert Hyde For Bombay <i>Compton</i> 440 William Mawson For Bombay <i>Swallowfield</i> 250 George Pitt For the West Coast 13: Our three Mocha Ships after Several Days by Contrary Winds (though Dispatc^{<sup>d</sup>} January 14: The four China Ships Sailed from the Downs the 27^{<sup>th</sup>} Dec^{<sup>r</sup>} the <i>Sarum</i> & <i>Carnarvan</i> the Second of January & the <i>Derby</i> & <i>Mary</i> the 26^{<sup>th</sup>} of Said January. 15: This comes to You by the <i>Essex</i> on which wee have Loaden a Cargo of Goods & Stores for the use of the Island Amounting to Eleven Hundred and Forty Pounds One Shilling and a penny as p Invoice & Bill of Lading Enclosed in her Packet with her Charter Party which when You dispatch her to Fort S^{<sup>t</sup>} George must be Sent to the President & Council there for there Notice of in order to comply with the Contents of Said Charter Party 16: By it you will See We are obliged to dispatch her in ten working Days & Pay Demorage for all the time Shes kept on Our Acco^{<sup>t</sup>} longer therefore lett all Your Endeavours to get her Goods on Shore & hasten her away You will find Margin Notes: Shippes Sent on Sending outs Mocha Ships retarded by contrary Winds China Ships Sailed Notice of the Cargo p <i>Essex</i> whose Charter Party is to be Sent to the West Coast To be dispatched in Ten	12: The ships sent and sending out to all the Company's settlements abroad this season were as follows. The <i>Barrington</i> 440 tons, Captain John Hunter For Mocha The <i>Prince Augustus</i> 495 tons, Captain Thomas Ryves For Mocha The <i>Craggs</i> frigate 335 tons, Captain Caleb Grantham For Mocha The <i>Duke of Cambridge</i> 430 tons, Captain Daniel Small For China The <i>Princess Anne</i> 380 tons, Captain Nicholas [...] For China The <i>Montague</i> 330 tons, Captain John Gordon For China The <i>Hartford</i> 440 tons, Captain Francis Nelly For China The <i>Sarum</i> 400 tons, Captain George Newton For the Bay The <i>Carnarvon</i> 375 tons, Captain Josiah Thwaite For Fort St George The <i>Mary</i> 490 tons, Captain Richard Holden For Fort St George The <i>Derby</i> 480 tons, Captain William Fitzhugh For the Coast and Bay The <i>Bridgewater</i> 410 tons, Captain Edward Williamson For the Coast and Bay The <i>Cardigan</i> 420 tons, Captain William [...] For the Coast and Bay The <i>Essex</i> 320 tons, Captain Jonathan Sommers For St Helena and the Coast The <i>Duke of York</i> 440 tons, Captain Robert Hyde For Bombay The <i>Compton</i> 440 tons, Captain William Mawson For Bombay The <i>S[...]field</i> 250 tons, Captain George Pitt For the West Coast 13: The three Mocha ships, although dispatched in October, were held by contrary winds and did not sail from Falmouth until 2 January. 14: The four China ships sailed from the Downs on 27 December, the <i>Sarum</i> and <i>Carnarvon</i> on 2 January and the <i>Derby</i> and <i>Mary</i> on 26 January. 15: The present orders came by the <i>Essex</i>, on which the Court loaded a cargo of goods and stores for the use of the island amounting to £1,140 1s 1d, with the invoice and bill of lading enclosed in her packet together with her charter party. When the ship was dispatched onward to Fort St George, the charter party must be sent to the President and council there for their notice, so that they could comply with its contents. 16: The charter party would show that the Company was obliged to dispatch the ship in ten days of labour, paying demurrage for all the time she was kept on its account beyond that. The bench was therefore to use every endeavour to get her goods on shore and hasten her away, which would [...] Interpretations The instruction to forward the <i>Essex's</i> charter party to Fort St George extended the discipline built around the <i>Drake's</i> filled-up charter party under the despatch of 31 May 1721, which travelled with a copy in the Bencoolen packet so that no station could plead ignorance of the lay days, demurrage or covenants. Each port on the ship's route received the contract terms in advance, making the demurrage clock enforceable at every stage of the voyage. The ten-day discharge obligation repeated the standing allowance under which the bench's performance had been measured since the <i>Craggs</i> discharge of 1720, protested early with 19 days allowed against the captain's demand of 23, was set as the model on 31 May 1721. The reminder to the incoming government placed unloading speed among its first

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			operational duties, since every idle day converted directly into demurrage payable by the Company. The fleet list itself functioned as an intelligence document for the island. Knowing the names, burdens, commanders and destinations of the season's shipping allowed the bench to verify arrivals against expectation, detect interlopers sailing under false pretences and anticipate which homeward calls would carry its letters, the same purpose the annual fleet recitals had served in the general letters since 5 March 1713.
180	177	Per Essex find in Par^a 14 of the Instructions to Governours Pyke & Council & in other Letters Our Directions at large how to manage in this Case & in the Accidents of bad Weather no in Our Power to prevents That we may pay only an equitable part thereof Par^a 17 of the Instructions to Governour Johnson gives further Directions on this head peruse & Comply with both. 17: We Continue Our Secret Committee as usual with the Same Powers as formerly therefore if they (who now are Josias Wordsworth & Joseph Herne Esq^r Sir Matthew Decker & Henry Lyel Esq^r) or any three of them Shall Send You any Orders You must follow them as if Signd by the whole Court 18: In the Enclosed Packet You will find two Acts of Parliament made for the further preventing any of his Majesties Ships being concerned in the Inter loping Trade to the East Indies from Ostend. Peruse them carefully & follow the Orders already Sent you on this head as well to Seize any of his Majesties Subjects that may Venture to come on Shore out of their Ships as to deny them any Assistance they Shall desire for the reasons then given. 19: Our Standing Orders under this head amongst others are That You afford Our Ships all Such necessaries as they Shall Stand in need of which You can Supply them withall That You dont hinder them of any Supplys they Shall want of the Planters & Shall come on Shore to buy That the Planters be not permitted to go on board Ship at pleasure That for the Charter Party Beef & other Supplys the Captains either pay You in Goods which Our Stores Shall Stand in need of at a Moderate Rate or else by Bills drawn on their Owners in Charter party payable to Us here of which give Us an Account in Your Letters That You Send Copys of their Acco^{ts} of Supplys & how discharged in Said Ships Packets for Our Notice, That You dont let them loiter away their time but do Quicken them in their Dispatch for their Earliest Arrivals in England, But remember if any returning Ship Arrives while One or More of Our Ships are at the Island they must Stay for her for all their greater Security which is Our Standing Order 20: You must also from time to time Advise Us when any of Our Ships Outward or Homeward bound Arrive at & depart from S^t Helena, & so do the Same for all other Ships touching at the Island, With the News they give You of Our Own or other Ships Proceedings proper for Our Notice Secondly concerning Goods &c^a Margin Notes: Working Days Orders from Secret Com^{tee} to be observed Two Acts of Parl^t to hind^r Ships to be concerned in the Ostend Trade Shipping to be fully Supplyd Who buy what they please of the Inhab^{ts} who are not to go on board without Leave How y^e Cap^{ts} pay for what they buy	Paragraph 14 of the instructions to Governor Pyke and his council, and other letters, contained the Court's directions at large on how to manage in this case and in accidents of bad weather not within the Company's power to prevent, so that only an equitable part of the demurrage was paid. Paragraph 17 of the instructions to Governor Johnson gave further directions on this head. The bench was to peruse and comply with both. 17: The secret committee continued as usual with the same powers as formerly. Its members were now Josias Wordsworth and Joseph Herne Esquires, Sir Matthew Decker and Henry Lyell Esquire. If any three of them sent the bench any orders, those orders must be followed as if signed by the whole Court. 18: The enclosed packet contained two Acts of Parliament made for further preventing any of His Majesty's subjects being concerned in the interloping trade to the East Indies from Ostend. The bench was to peruse them carefully and follow the orders already sent on this head, so as to seize any of His Majesty's subjects who ventured to come on shore out of those ships, and to deny them any assistance they might desire, for the reasons then given. 19: The standing orders under this head included, among others, the following. The bench was to afford the Company's shipping all such necessities as they stood in need of and the island could supply. The captains were not to be denied any supplies they wanted of the kinds the planters offered, and they were to come on shore to buy. The planters were not permitted to go on board ships at pleasure. For the charter party beef and other supplies from the bench, the captains either paid in goods which the stores needed, or made payment without leave in money's worth at a moderate rate, or else by bills drawn on their owners in charter party form payable to the Company, of which an account was to be given in the letters home. Copies of the accounts of supplies and beef dispatched were to be sent in the ships' packets for the Court's notice. The ships were not to be allowed to loiter away their time, but were to be quickened and dispatched in their proper time for their earliest arrival in England. If any returning ship arrived while any of the Court's ships were at the island, however, she must stay for them, for the greater security of all, which was a standing order. 20: Advice was also to be given from time to time of when any of the Company's ships, outward or homeward bound, arrived at and departed from St Helena, and the same for all other ships touching at the island, with the news they brought and any proceedings of the Company's own or other ships proper for the Court's notice. The instructions then turned to the second head, concerning goods. Interpretations The convoy rule at the close of paragraph 19 made homeward ships wait at the island for any Company vessels in the road, sacrificing individual passage time for sailing in company. The order reflected the threat picture maintained since the captures of the <i>Queen</i> and the <i>Dover</i> were invoked on 11 March 1717, and it converted the compulsory call established on 4 February 1714 into a rendezvous system as well as a refit stop.

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		Yes Send Copys of their Acco^{ts} To quicken them & not to depart if any other Ship arrives but to tarry till all are ready Time of arrival Departure & News of Shipping to be Sent if Conseq^{ce}	The payment menu for captains' supplies, goods the stores needed, money's worth at moderate rates or owners' bills in charter party form, closed the barter loopholes exposed on 23 February 1722, when a Portuguese ship paid in sugar at no stated valuation and captains' goods entered the stores as covert presents. Requiring every transaction to resolve into an accountable form, with copies home in the packets, left no channel through which supply could become private trade. The rule keeping planters off visiting ships while obliging captains to buy on shore controlled the point of sale. Trade conducted on the island passed under the bench's eye and the stores' price discipline, whereas trade aboard ship escaped both, the channel through which the engrossing abuses traced since the private warehouses of 14 March 1715 had run. The named secret committee replaced the 1721 membership of Lyell, Dawsonne, Heath and Harrison, retaining Lyell and Wordsworth for continuity. The three-signature quorum binding the bench as if the whole Court had signed preserved a fast confidential channel for orders, the instrument first created against the Ostend ventures on 22 February 1716.
181	178	General 21: Our Standing Orders under this Head amongst other things are That if any of Our Outward or Homeward Ships deliver Short of the Goods or Stores Consign'd You by Invoice & Bill of Lading You demand of the Captains to pay You for the Same, If Outward bound on the Terms prescribed by Charter Party Whether for Goods wanting or damaged, If homeward bound according to the Rate they are worth on the Island, advising Us the Particulars & Values whether they do or do not make You Satisfaction. 22: That on the Receipt of any Goods from hence or from India You do as Soon as You Can, Consider in Consultation, & Settle the Prices at which the Storekeeper is to Retail them, Entering the Quantities & Sorts of each Species of Goods & how Prized in Consultation for Your Checking thereby the Storekeepers Monthly Acco^{ts} as well as Our Notice here, You will find in Our General Letters Journals Rules laid down for the Prizing Said Europe & India Goods 23: That You Consider well the drawing out Your Lists or Indents of all Goods & Stores You Shall from time to time desire, Advising which are most wanting & necessary & which can best be Spared in Case the Tonage will not bring all, With Said Indent Send Us also an Acco^t of Remains of every Species of Europe or India Goods Thirdly touching our Servants & the Acco^{ts} of S^t Helena 24: Amongst other Our Standing Rules under this Head are these, That You Send Us yearly Our General Acco^{ts} We can never admit any Excuse for delaying them hereafter, And also Send Us the following Lists viz^t Of the Persons Names with the Allowances or Sallarys of Our Covenant Servants, To the Military & all others [...] Weekly Monthly or Yearly Wages, List of the Familys with their Blacks, Cattle & the Lands they hold to every Lady day, List of Our Revenues & at times distinguishing therein how much & by whom Paid For Head Mony of the Blacks For the Liberty of Cattle grazing on Our Commons For Custom of Goods Sold out of Ships to the Inhabitants For Rent of Lands For Fines when any are, Of which We Shall be glad to hear if there be no occasion to inflict them And for all other particulars which bring Mony into Our Cash, List of Our Blacks, Their Ages, Qualifications, Whether healthy or Sick & w[hat] with a Computation as near as You can, what	21: The standing orders under this head included, among other things, the following. If any of the goods or stores consigned by invoice and bill of lading on outward or homeward ships were delivered short, the bench was to demand that the captains pay for them: if outward bound, at the rates prescribed by charter party, whether for goods missing or damaged; if homeward bound, according to the rule, at what they were worth on the island. The particulars and values were to be advised home, together with whether the captains did or did not give satisfaction. 22: On the receipt of any goods from England or from India, the bench was to consider in consultation as soon as it could and settle the prices at which the storekeeper was to retail them, entering in consultation the quantities and sorts of each species of goods and how priced, for the Court's notice when checking the storekeeper's monthly accounts as well as its own. The general letters and journals contained the rules laid down for pricing Europe and India goods. 23: The bench was to consider well the drawing out of its lists or indents of all the goods and stores it should from time to time desire, advising which were most wanted and necessary and which could best be spared in case the tonnage would not bring all. With the indent it was also to send an account of the remains of every species of Europe or India goods. Thirdly, concerning the Company's servants and the accounts of St Helena. 24: The standing rules under this head included these. The bench was to send home yearly the general accounts, for the delay of which no excuse could be admitted in future. It was also to send the following: the proof of the cessions; an account of the allowances and entertainments of the covenant servants, of the military and all others receiving weekly, monthly or yearly wages; a list of the families with their blacks, cattle and the lands they held, to every Lady Day; a list of the revenues, distinguishing from time to time how much was paid per head for the hire of the blacks, for the liberty of cattle grazing on the Company's commons, for the custom of goods sold out of ships to the inhabitants, for rent of lands and for fines when any arose, of which the Court would be glad to have it less occasion to insist on them; and for all other particulars which brought money to the Company's cash, a list of the Company's blacks with their ages, qualifications and how they were severally employed, with a computation, as near as could be, of what their clothing and feeding annually cost, and how much

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		their Clothing & Dyeing annually Stands Us in, & how much to Each, Remember what We wrote often Margin Notes: If Goods are Short deliverd Cap^{ts} to Pay for them Prices of all Goods to be Settled in Consultacon as soon as possible after they are recd Rules for the Same in former Letters To Mencon in the Indent wh^t of Goods are most wanted Gen^{ll} Lists & Acc^{ts} to be Sent And Customs &c^a	went to each. The Court remembered what it wrote often [...] Interpretations Paragraph 21 split the short-delivery remedy by direction of voyage because the measure of loss differed. Outward goods carried contract rates fixed in the charter party, so the captain paid the documented price; homeward goods had no London invoice the island could enforce, so the rule fell back on island value, the same St Helena-prices standard set at the despatch of 14 March 1715 alongside the requirement that refusals be protested and endorsed on the bill of lading. The pricing procedure in paragraph 22 tied the retail tariff to the consultation record so that the storekeeper's monthly accounts could be audited against a published price list. Any divergence between the consultation price and the account price exposed either error or private dealing, the mechanism the Court had used to catch the garrahs markdown from 12s 6d to 6s 0d on a pretended casting error in the despatch of 23 February 1722. The revenue list in paragraph 24 enumerated the island's whole income base: slave hire, grazing fees on the commons, customs on ship goods sold to inhabitants, land rents and judicial fines. Its annual return, paired with the capped salary list of £2,350 0s 0d, gave London both sides of the island's ledger and made the recurring plea of insufficiency testable against documented receipts. The indent priority rule restated the tiered system created on 22 February 1716, under which wants were classed so the Committee of Shipping loaded necessities first when tonnage fell short, and the paired return of remains let London check each request against existing stock before shipping anything.
182	179	p Essex often wrote to breed up Such of them as are Capable to Handycraft Trades and other Necessary Employments To put them home early & to keep them constantly Employd at Seasonable houres all the Six days except particular Holydays List of all Our Cattle & other Live Provisions of every Sort with the Acco^t of Yams whether gathered or in shoes growing & when fit to be gatherd & at what Places, dont forget what We wrote You about procuring Yams from Guinea, in Case any English Portuguese or other European Ship from thence, Should touch at S^t Helena in their way towards the Coast of Brazile or elsewhere. If You Should upon enquiry find they are so much larger & heartyer food than your Own as Our late Letters will tell you We were informd 25: In other Our Standing Orders under this Head We have directed that the Storekeeper Keeper of the Plantations The Gunner The Steward and all others do Monthly bring in for consultation their Acco^{ts} That You do Carefully Examine each of them & allow no Article therein without a Voucher where this is to be had, nor any Lavish & unreasonable Charges That when Said Acco^{ts} are Examined they be Severally Enterd in the Consultation Book for Our Inspection here. That at the End of every Year at a time certain when you have most Leisure You do cause an Acco^t of Remains to be taken of the Goods & Stores at the Store Rooms & of those under the Gunners Care to See whether it agrees with the Charge committed to them deducting therefrom their Accounts of Sales & disbursements or allowed Expences, that if You find any deficiency the Persons entrusted be accountable for the want, That when Said Remains are Settled the Persons be charged therewith. And with whatever other Goods or Stores Shall be afterwards received by them for which they are to be in	The Court had often written to breed up such of the blacks as were capable in handicraft trades and other necessary employments, to treat them humanely and to keep them constantly employed at seasonable hours all the six days, except particular holidays. A list was also required of all the Company's cattle and other live provisions of every sort, and of all its yams growing and when fit to be gathered, with the account of yams, whether gathered or otherwise. The Court had written about procuring yams from Guinea, in case any English ship from there, or another European one, should touch at St Helena on the way towards the coast of Brazil or elsewhere. The bench was to get them, since on enquiry the Guinea yams were reported so much larger and heartier food than the island's own, as one late letter would show. 25: Among the other standing orders under this head, the Court directed that the storekeeper, the keeper of the plantations, the gunner, the steward and all others bring their monthly accounts into consultation. The bench was to examine each of them carefully, allowing no article without a voucher where one could be had, nor any lavish or unreasonable charge. When the accounts were examined they were to be severally entered in the consultation book for the Court's inspection at home. At the end of every year, or sooner when there was good cause, an account was to be taken of the goods and stores in the storerooms and of those under the keeper of the plantations, to see whether it agreed with the charge committed to them, deducting the entered accounts of sales and disbursements and all allowed expenses. If any deficiency was found, the persons entrusted were accountable for what was missing. The remains were then to be settled and the persons charged with them, and whatever other goods or stores were afterwards received by them added, for which they were accountable in like manner. At the close of each year,

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		like manner Accountable at the next taking of the Remains & that Said Remains be taken Yearly & Entered into a proper Book for that Purpose to lye in the Accomptants Office, & the Additionall charge of new Goods or Stores made thereto when received by which means You will never be at a loss (if Death or other unavoidable Accidents Should prevent the bringing up of the General Books) to know what each Person ought to Account for and to Charge with. 26: The Examining the Plantation Acco^t ought to be much to the Same Purpose viz^t To Settle the Acco^t of the Live Stock adding thereto the Increase as mentiond in the Acco^{ts} Monthly brought in and the Species of Yams though deducting what has been Expended in Supplys to the Shipping or for the Fort & other allowable Uses with the Casualties & thats to See the Remainder is in being, or if not that the Person intrusted do acco^t for the for the want. 27: You will find in many of Our Letters how justly We have Complaind of the ill Use that has been made under the Cover of Transfers of Debts & what great Sufferers We have been by that fraudulent Practice in so many Instances And that We have resolved to admitt no more Transfers unless of Soldiers Debt Margin Notes: Yams to be got from Guinea All Monthly Accounts to be Exa^mind & Enterd &c^a Plantacon acc^t to be also Exam^d Transfers Prohibited except	the remains and what should remain were to be taken yearly and entered in a proper book for that purpose, to lie in the accountant's office, with the additional charge of new goods or stores entered when received. By this means the bench need never be at a loss, even if death or other unavoidable accidents should prevent the bringing up of the general books, to know what each person ought to account for and be charged with. 26: The examination of the plantation accounts ought to serve much the same purpose, namely to settle the account of the live stock, adding the increase as mentioned in the accounts monthly brought in, in each species and form, deducting what was expended in supplies to the shipping, for the fort and other allowable uses, with the casualties. The bench was to see that the remainder was in being, or if not, that the person entrusted accounted for the want. 27: Many of the Court's letters would show how justly it had complained of the ill use made under cover of transfers of debts, what great sufferers the Company had been by that fraudulent practice in so many instances, and that the Court had resolved to admit no more transfers unless of soldiers' debts [...] Interpretations Paragraph 25 created a continuous charge-and-discharge system robust against death in office. The yearly remains book in the accountant's office fixed each custodian's liability independently of the general books, answering the gap exposed when the inventory at Captain Bazett's death proved incorrect and the balances ran faulty from 1715, as confessed in the despatch of 23 February 1722. The voucher rule, no article allowed without one where one could be had, shifted the burden of proof onto the spender at the moment of the monthly examination rather than years later in London. The Guinea yam order repeated the direction of 13 March 1719 to seek superior stock for the slave ration, and its routing exploited the Atlantic trade geography: ships bound from the Guinea coast towards Brazil passed within reach of St Helena, so the island could draw planting stock from passing traffic without any dedicated voyage. The six-day employment rule with Sunday rest and seasonable hours carried forward the humane management code set on 11 March 1717, which combined stated hours, trades for the young and good feeding. The pairing of humanity with constant employment expressed the code's double character as both welfare standard and labour discipline. Speculations The instruction that deaths or accidents should never leave the Company unable to charge an account was probably drafted directly from the Tovey experience. Tovey died suspended with the accounts in arrears, his quarrel with the Governor arising from the transfer book itself as recorded in the despatch of 31 May 1721, and the remains-book procedure ensured that no future officer's death could again bury both the records and the liability at once.
183	180	General 21: Our Standing Orders under this Head amongst other things are That if any of Our Outward or Homeward Ships deliver Short of the Goods or Stores Consignd You by Invoice & Bill of Lading You demand of the Captains to pay You for the Same, If Outward bound on the Terms prescribed by Charter Party Whether for Goods wanting or damaged, If homeward bound according to the Price they are worth on the Island, advising Us the Particulars & Values whether they do or do not make You Satisfaction. 22: That on the Receipts of any Goods from hence or from India You do as Soon as You Can, Consider in Consultation, & Settle the Prices at which the	21: The standing orders under this head included, among other things, the following. If any of the goods or stores consigned by invoice and bill of lading on outward or homeward ships were delivered short, the bench was to demand that the captains pay for them: if outward bound, at the rates prescribed by charter party, whether for goods missing or damaged; if homeward bound, according to the rule, at what they were worth on the island. The particulars and values were to be advised home, together with whether the captains did or did not give satisfaction. 22: On the receipt of any goods from England or from India, the bench was to consider in consultation as soon as it could and settle the prices at which the

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		Storekeeper is to Retail them, Entering the Quantities & Sorts of each Species of Goods & how Prized in Consultation for Your Checking thereby the Storekeepers Monthly Acco^{ts} as well as Our Notice here, You will find in Our General Letters Journals Rules laid down for the Prizing Said Europe & India Goods 23: That You Consider well the drawing out Your Lists or Indents of all Goods & Stores You Shall from time to time desire, Advising which are most wanting & necessary & which can best be Spared in Case the Tonnage will not bring all, With Said Indent Send Us also an Acco^t of Remains of every Species of Europe or India Goods Thirdly touching our Servants & the Acco^{ts} of S^t Helena 24: Amongst other Our Standing Rules under this Head are these, That You Send Us yearly Our General Acco^{ts} We can never admit any Excuse for delaying them hereafter, And also Send Us the following Lists viz^t Of the Persons Names with the Allowances or Sallarys of Our Covenant Servants, To the Military & all others [...] Weekly Monthly or Yearly Wages, List of the Familys with their Blacks, Cattle & the Lands they hold to every Lady day, List of Our Revenues & at times distinguishing therein how much & by whom Paid For Head Mony of the Blacks For the Liberty of Cattle grazing on Our Commons For Custom of Goods Sold out of Ships to the Inhabitants For Rent of Lands For Fines when any are, Of which We Shall be glad to hear if there be no occasion to inflict them And for all other particulars which bring Mony into Our Cash, List of Our Blacks, Their Ages, Qualifications, Whether healthy are Sick & emply^d with a Computation as near as You can, what their Clothing & Dyetting annually Stands Us in, & how much to Each, Remember what We wrote often Margin Notes: If Goods are Short deliverd Cap^{ts} to Pay for them Prices of all Goods to be Settled in Consultacon as soon as possible after they are recd Rules for the Same in former Letters To Mencon in the Indent wh^t of Goods are most wanted Gen^{ll} Lists & Acc^{ts} to be Sente And Customs &c^a	storekeeper was to retail them, entering in consultation the quantities and sorts of each species of goods and how priced, for the Court's notice when checking the storekeeper's monthly accounts as well as its own. The general letters and journals contained the rules laid down for pricing Europe and India goods. 23: The bench was to consider well the drawing out of its lists or indents of all the goods and stores it should from time to time desire, advising which were most wanted and necessary and which could best be spared in case the tonnage would not bring all. With the indent it was also to send an account of the remains of every species of Europe or India goods. Thirdly, concerning the Company's servants and the accounts of St Helena. 24: The standing rules under this head included these. The bench was to send home yearly the general accounts, for the delay of which no excuse could be admitted in future. It was also to send the following: the proof of the cessions; an account of the allowances and entertainments of the covenant servants, of the military and all others receiving weekly, monthly or yearly wages; a list of the families with their blacks, cattle and the lands they held, to every Lady Day; a list of the revenues, distinguishing from time to time how much was paid per head for the hire of the blacks, for the liberty of cattle grazing on the Company's commons, for the custom of goods sold out of ships to the inhabitants, for rent of lands and for fines when any arose, of which the Court would be glad to have it less occasion to insist on them; and for all other particulars which brought money to the Company's cash, a list of the Company's blacks with their ages, qualifications and how they were severally employed, with a computation, as near as could be, of what their clothing and feeding annually cost, and how much went to each. 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		often wrote to breed up Such of them as are Capable to Handycraft Trades and other Necessary Employments To use them humanely & to keep them constantly Employd at Seasonable houres all the Six days except particular Holydays List of all Our Cattle & other live Provisions of every Sort with the Acco^t of Yams whether gatherd or in shoes growing & when fit to be gatherd & at what Place, dont forget what Wee wrote You about procuring Yams from Guinea, in Case any English Portuguese or other European Ship from thence, Should touch at S^t Helena in their way towards the Coast of Brazile or elsewhere. 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By this means the bench need never be at a loss, even if death or other unavoidable accidents should prevent the bringing up of the general books, to know what each person ought to account for and be charged with. 26: The examination of the plantation accounts ought to serve much the same purpose, namely to settle the account of the live stock, adding the increase as mentioned in the accounts monthly brought in, in each species and form, deducting what was expended in supplies to the shipping, for the fort and other allowable uses, with the casualties. 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			ships bound from the Guinea coast towards Brazil passed within reach of St Helena, so the island could draw planting stock from passing traffic without any dedicated voyage. The six-day employment rule with Sunday rest and seasonable hours carried forward the humane management code set on 11 March 1717, which combined stated hours, trades for the young and good feeding. The pairing of humanity with constant employment expressed the code's double character as both welfare standard and labour discipline. Speculations The instruction that deaths or accidents should never leave the Company unable to charge an account was probably drafted directly from the Tovey experience. Tovey died suspended with the accounts in arrears, his quarrel with the Governor arising from the transfer book itself as recorded in the despatch of 31 May 1721, and the remains-book procedure ensured that no future officer's death could again bury both the records and the liability at once.
185	182	General to their Landlords when Indebted & for their not exceeding One Months Pay but to no others except in very Extraordinary Cases When only when Such Transfers Shall be proposed in Consultation & those agreed to y^e the Merits entered in the Consultation Books when the Person to that Transfers what Sum, unto whom, & for what Reason for our further Examination here, And Wee do expect if You cant Shew good Cause for allowing Such Transfers You Shall be answerable for any Loss Accruing to Us thereby. 28: For the better Information of You Cap^t Smith, Wee add that in regard there was no Quantity of Money Current on the Island by reason all the Silver that frequently has been there was Soon carryd off by the People who brought Goods to Sell, & that the Retailing out of Small Parcels of Haberdashery & other Wares & for trifling Sums made the Acco^{ts} tedious We are also uneasie Sometimes to the Inhabitants, therefore We Sent at Severall times the Value of two Hundred & ninety or more of What is Silver & uncoind cash D^o & Copper Cash of Farthings & half Pence to himself a Considerable value of Spanish [...] Verken those we may add the [...] not on accept &c. Wee Sent many Hundred Pounds Value in Printed Notes Whi Bank Notes Some of Whose [...] above of [...] & Twenty Shillings or Forty Shillings each to be dated Signd Seald & Issued out by the Gov^r & Council in Payments to be taken for any Goods Sold at the Stores, Or when the Possessor pleased they Should on bringing them in to the Gov^r & Council have at any time Bills of Exchange or [...] for the Amount payable here to their Order, We cant find that ever this gave Satisfaction Neither refusing them whatever has been pretended the real fault has been among Our Own People & for private Ends We therefore recommend it to You to give no rest to your Endeavours till You make these Currant, If any Persons or its noted People Complain sell them to a new Order, & if they yet refuse to take & Pay them on the justifiable terms No purpose as aforesaid Confine them as they deserve by a Moderate draw for disturbing the Publick Peace. 29: In Said Letters You will also observe Our Complaints & Remarks on the List of Debts & Credits on the Island, And Our directions for getting what Sums are Charged in those Acco^{ts}, & not to bring them again on the Score, Also for getting in the Ready Debts owing to Us, & in particular which We find Some of those Favourites as they were called Owe from a Hundred to Five or Six hundred pounds a man, but therein to use Lenity receiving from them what they can	Soldiers' debts to the landlords with whom they were billeted, not exceeding one month's pay, were the exception. No other transfers were allowed except in very extraordinary cases, and then only when the proposed transfer was entered in consultation and agreed by the bench, with the consultation recording the reason for the transfer, what sum, to whom and on what grounds, for the Court's further examination at home. The Court expected no allowance of such transfers without good cause shown, and the bench would be answerable for any loss arising from them. 28: For the better information of Captain Smith, the Court added the following on the money current on the island. Silver, by reason of its value, had frequently been carried off as soon as paid out by people who brought goods to sell, so that the retailing of small parcels of haberdashery and other wares for trifling sums made the accounts tedious and very uneasy, and sometimes so to the inhabitants. The Court therefore sent at several times the value of £200 0s 0d and more in Madras silver fanams, copper cash and farthings and halfpence, besides a considerable value of Spanish bits, which some refused to accept. It also sent many hundred pounds in value of printed notes or bank bills, in sums of [...], 20s 0d and 40s 0d each, to be dated, signed and dealt out by the Governor and council in payments. They were to be taken for any goods sold at the stores, or, whenever the possessor pleased, exchanged on bringing them in to the Governor and council for bills of exchange on the Court for the amount, payable in London to his order. The Court could not find that the bench had ever given satisfaction on this head. Whatever had been pretended, the real fault lay among the Company's own people, and for private ends. Captain Smith was therefore to give no rest to his endeavours until he made this money current. If any people obstinately refused to take and pay it on these justifiable terms, the bench was to censure their conduct as it deserved, punishing them by a moderate fine for disturbing the public peace. 29: The same letters contained the Court's complaints and remarks on the list of debts and credits on the island, with its directions for recovering what was owed in all cases and for not letting the debts run up again. Directions were also given for getting in the debts owing to the Company, among which some of the favourites, as they were called, owed from £100 0s 0d to £200 0s 0d or £300 0s 0d a man. Lenity was to be used, receiving from them what they were able to pay, in money or money's worth if it could be disposed of. When a debtor paid in as great a part as he then could, he was to be allowed a reasonable time of

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		well to Pay if with the Mony, & You can dispose of it, When they pay in as great a Part thereof as at that time they can [...], allow them Such a time of forbearance for paying in the Remainder, Whether in Smaller Parcels or all at once as you Shall in Considering the Merits of their Case respectively judge reasonable, but if You [...] of [...] do the best they can to Answer this Our good Intention towards them, then lay Your Hands on so much of their Effects for Our [...] Margin Notes: in Extraordry Cases Money sent at Most times in Bank Bills for which Bills of Exchange may be drawn & a Copy for any Person if refused to be taken to be fined & those who refuse them as Disturbers of the Peace Debts to be got in but to use gentle Means	forbearance for the remainder, whether in smaller parcels or all at once, as the bench judged reasonable on the merits of each case. If any held back what they could pay, abusing this good intention towards them, the bench was to lay hands on so much of their effects as would answer [...] Interpretations The soldiers' billet-debt exception preserved the one transfer that served the Company's own garrison economy. A soldier quartered on a planter ran up board owed to his landlord, and allowing that debt to pass through the books, capped at a month's pay, kept the billeting system solvent without reopening the general transfer channel abolished since 31 May 1721. The cap also protected the soldier from debt bondage to his host. Paragraph 28 diagnosed the island's currency problem as Gresham's law in operation: full-value silver leaked out with every visiting trader, so the Court substituted token and paper money that had no value off the island and therefore stayed in circulation. The convertibility promise, bills of exchange on London at the holder's option, was the credit anchor first proclaimed under the despatch of 11 March 1717, and the Court's verdict that resistance came from its own people for private ends pointed at the private storehouse interest identified with Mr Powell on 22 February 1716, whose trade suffered when the Company's paper succeeded. The fine for refusing the notes reframed monetary resistance as a public-order offence. Earlier despatches had used commercial exclusion, withholding small retail from refusers as ordered on 11 March 1717; making refusal punishable as disturbing the public peace converted acceptance of the Company's money into a civic duty enforceable in the island's courts. The graduated recovery procedure in paragraph 29, part payment, recorded forbearance, then distraint on effects only for those who withheld what they could pay, repeated the by-degrees method set on 31 May 1721. Mercy was conditional and procedural: the debtor who cooperated bought time, while concealment forfeited the indulgence and exposed his property.
186	183	p Essex Acco^t as will clear their Debt or as far as it will go towards it, Wee trust this more immediatly to the Care of You Cap^t Smith on Your Arrival, but in Case of Your decease (which God forbid) We hereby require the rest of the Council to put these Our Orders in due Execution. 30: Having mentiond these Particulars as being principally Orders of time Past, Wee are now to acquaint You That the Salary We have agreed to allow to the new (intended) Governour Smith is One Hundred Pounds p Annum, & One Hundred Pounds p Ann Gratuity as usual, & besides what Wee gave him for fresh Provisions have Advanced him One Hundred Pounds to be repaid or be deducted out of Said Salary & Gratuity. 31: Wee have entertaind M^r Stamp Giles Chaplain for S^t Helena at the Salary of Fifty Pounds p Year & Fifty Pounds p Year Gratuity in Case he should be found to deserve it, & have Advanced him fifty Pounds which is to be repaid by deducting it out of his Said Salary & Gratuity both the Salaries & Gratuities are to Commence on their Arrivall at the Island, he brings with him two Church Bibles & Common Prayer Books with Some other Books 32: You must be Carefull to Send Us Your Consultations every Year by double Conveyances & that all the Entrys mentiond in these Our Orders & Many others Directed by former Letters be duly made therein together with a plain & full Acco^t of your Proceedings & the Result of them respectively on all the	The forced sale of effects would clear the debt so far as it went towards it. The Court trusted this matter more immediately to the care of Captain Smith on his arrival, but in case of his decease, which God forbid, the rest of the council were required to put these orders in execution. 30: Having mentioned these particulars as being principally orders of times past, the Court thought it right to acquaint the bench that the salary it agreed to allow Governor Smith was £100 0s 0d per annum, with £100 0s 0d per annum gratuity as usual. Besides this, £100 0s 0d advanced to him in London for fresh provisions was to be repaid by deduction out of that salary and gratuity. 31: Mr [...] Giles was engaged as chaplain for St Helena at a salary of £50 0s 0d a year and £50 0s 0d a year gratuity, in case he should be found to deserve it. He was advanced £50 0s 0d, to be repaid by deducting it out of that salary and gratuity, both of which were to commence on his arrival at the island. He brought with him two church Bibles and Common Prayer books, with some other books. 32: The bench must be careful to send home its consultations every year by double conveyances. All the entries mentioned in these orders, and the many others directed, were to be duly made in them, together with a plain and full account of the bench's proceedings and their result on all the affairs committed to its care. The consultations were to be kept up weekly, so that on any sudden dispatch of the

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		Affairs committed to Your Care & that at Y^e End [...] of the Said Consultation Books be brought up so early & then they need not be above weeks or [...] days behind hand at farthest on any Sudden Dispatch of Our Shipping, They must be Signd every one of them by You before Sent Fourthly Touching [...] Fortifications Buildings [...]son Stores 33: Our Standing Orders on this Head are That if any Part of Our Forti fications or Buildings are not compleated Our own Blacks be applyd thereto Some of them at all times & others of them as they can be Spared from the Plantations & other their usual Employments And that no Planters Blacks be hired at Our Charge for that Purpose 34: That the Gunners Monthly Acco^t of Stores Expended or worn out be duely brought in & well Examined that no wrong or Lavish Charges be allowed & care taken that by name the Article of Stores in the Charges to be worn Out Fifthly Touching the Civil Gov^t of y^e Island &c^a 35: Our Standing Orders on this Head are that the respective Persons Lands be Grounds be all Fenced & Trees planted where they properly can, The tops of well to preserve the Earth from being washd away on Sudden Rains, To keep off the Margin Notes: Salary p^d to Gov^r who is to Repay 100 advanc^d M^r Giles entertaind Chaplain, Books Sent by him Consultacons to be duely Sent If Fortifica^{ons} are not compleated Comp^{as} Blacks to be employd Gunn^{rs} Acc^t to be Carefully Exam^d Lands to be fenced	Company's shipping they need not be above a week or ten days behindhand at the furthest. Every one of them must be signed by the bench before being sent. Fourthly, concerning the fortifications, buildings and garrison stores. 33: The standing orders on this head were that if any part of the fortifications or buildings remained uncompleted, the Company's own blacks were to be applied to them, some at all times and others as they could be spared from the plantations and their other usual employments, and that no planters' blacks were to be hired at the Company's charge for that purpose. 34: The gunner's monthly account of stores expended or worn out was to be duly brought in and well examined, with no wrong or lavish charges allowed and care taken that he proved the articles of stores charged to be truly worn out. Fifthly, concerning the civil government of the island. 35: The standing orders on this head were that the respective persons' lands and grounds be all fenced and trees planted where they properly could, the fencing serving to preserve the earth from being washed away in sudden rains and to keep off the [...] Interpretations The succession clause in the opening passage vested the debt-recovery commission in the office rather than the man, so that Smith's death at sea or on arrival would not lapse the orders. The provision answered the standing rules doctrine carried across the change of government on 13 March 1719, under which the Court's instructions bound whoever held the station. The new Governor's terms, £100 0s 0d salary and £100 0s 0d conditional gratuity, matched exactly those given Governor Pyke under the commission of 5 March 1713, holding the price of the governorship flat across three administrations. The conditional half kept a year's income hostage to performance, the lever the Court had just used in judging none of the Johnson bench to deserve their gratuities on 23 February 1722, and the same structure was applied down to the chaplain, whose £50 0s 0d gratuity was expressly contingent on desert. The chaplaincy engagement filled the vacancy the Court had blamed on Governor Johnson's treatment of Mr Jones, which by its own account had left it unable to find a chaplain willing to go. Sending the new minister with the new Governor in the same ship paired the replacement of the man who caused the scandal with the repair of its consequence. The weekly currency rule for consultations attacked the arrears tactic directly: a book never more than ten days behind could not be withheld from a suddenly departing ship, the excuse under which records had lagged since the orders of 31 May 1721 required consultations prepared and signed within a week of each meeting. The bar on hiring planters' blacks for the buildings repeated the rule of 13 March 1719 that spared Company hands go to the fortifications at near zero marginal cost, and it removed the conflict of interest by which councillors who owned slaves profited from any hire floor, the abuse exposed in Mr Bazett's eighteen-pence rate manipulation on 22 February 1716. Speculations The requirement that the gunner prove each article worn out, rather than merely list it, was probably aimed at the disposal channel for serviceable stores. An item written off as worn could be quietly sold or kept, so shifting the burden of proof onto the gunner closed the gap the powder queries of 23 February 1722 had opened on the consumption side of the same accounts.
187	184	General	The fencing kept off the bleak winds and served other good purposes for the general benefit of the

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		the Bleak Winds and other good purposes for the Generall Benefit of the Place are more particularly Explained in Our former Letters, As also why the Planters Should for their own Advantage take Care by Proper Conveyances to bring the Water to their Plantations to which Garrinton Roberts Sett them upon & Shewd them the way how to effect it. 36: That Wee are unwilling to keep more Land in Our Own Hands than absolute Necessity requires, & that We Should be glad Some of it, if not all the Plantations We now have were lett out to Frugal Inhabitants who know how best to improve them, One or two of those have taken in for Payment of Debts to Us, but the receipt were Sine but most against our Inclinations & without Our Knowledge, notwithstanding Some Plausible Pretences for purchasing them We cant but apprehend there was great selfthought full ends At best, if not private Interest for so doing, Were it not that the Planters always raise the Price of Yams & other Provisions when they know or foresee that We do or Shall want them, it were better for Us to keep no Lands at all in Our own Hands, Especially no more than what originally belongd to the Plantation House. 37: The Standing Law from the first Peopling the Island was that there Should be all Side Man to every twenty Acres of Land, If he had as Cover or a Wife then they were indulged to have forty Acres, This good Law was intended to Secure a good Militia on the Island for in many Schemes of one or more Ships being Seen of it. They all knew to what Post they must Resort, & that they are fineable for non attendance but by the Supineness of Our then Officers this excellent Law has not been kept up, & Some Persons having engrost a great Quantity of Land must buy and the number of White Men they have to answer the Intention of that Law, & particularly old M^r Powell for then the design of it be thereby in great Measure Eluded, & therefore what We say of Letting out Our Land in the foregoing Paragraph must not be to Persons who already have or by Such Addition will have too much Land, but to those who as Judicious men of the Military or others who have little & may Sett due Care also be taken to prevent any others Engrossing of Land to defeat the design of the Said Law as far as you are able keep the Militia be thereby further serviced. 38: The Said Para Forbids Eating to the Preventing of Quarrells and that Litigious Temper which too much Reigns amongst the People, So We all fair mean to keep them in peace, & in Case of a Necessity to punish Offenders to do it mildly & not to make a habit thereby for breaching Personale Animosities under Pretence of Legall Punishment. 39: That the Industrious & Sober Inhabitants be Encouraged by your Countenancing them in the Pursuit of their Respective callings And that You discourage as much as You are able that prevailing Vice of Drunkenness at present so rife among them, & particularly not to trust them for Liquors Margin Notes: Land to be Lett but not to Such who have already great Quantities, nor Practise defeats the design of the Standing Law To Cultivate Peace among y^e & to punish Offenders The Industrious to be Encouraged but not trusted for Liquors except for	place, all more particularly explained in the former letters. The planters were also to be persuaded, by proper conveyances at their own moderate charge, to bring the water to their plantations, an improvement Governor Roberts set them on and showed them the way to effect. 36: The Court was unwilling to keep more land in its own hands than absolute necessity required, and was glad that some of it, if not all the plantation land then held, was let out to frugal inhabitants who knew how best to improve it. One or two of those leases, taken in payment of debts to the Company, were bought against the Court's inclination and without its knowledge, notwithstanding some plausible pretences for purchasing them. The Court could not help suspecting that something other than its interest lay behind the purchases, if not private interest. Why else did the planters always raise the price of yams and other provisions when they knew or foresaw that the Company would want them? It was better by far to keep no land in the Company's own hands, especially no more than what originally belonged to the plantation house. 37: The standing law from the first peopling of the island was that there should be one able white man to every twenty acres of land. If all who held land, as the Governor's wife then did, were indulged in the same way, the militia would fall to forty-five men. This good law was intended to secure a strong militia on the island, since in view of a surprise by one or more ships being seen off it, all then knew to what posts they must resort, and any absentee could be fined for non-attendance. The Court asked how this excellent law had been kept up, when persons holding legally a great quantity of land bought up the number of acres held by others. Mr Powell, for one, had to answer for the intention of the law being so notoriously eluded, and the design of it was thereby in great measure defeated. The directions in the preceding paragraph about letting out the Company's land must therefore not extend to persons who already had land, or who by such addition would have too much, but to persons who were industrious men of the militia, or others who had little or no land. Due care was also to be taken to prevent any other engrossing of land and to defeat the design of that law, so far as the bench was able, so that the militia might be further increased. 38: The same considerations extended to the preventing of quarrels and of the litigious tempers which kept too much reign among the people. The bench was to use all fair means to keep them in peace, and in case of necessity to punish offenders, doing it mildly and not taking a handle thereby for breathing personal animosities under pretence of legal punishment. 39: The industrious and sober inhabitants were to be encouraged by the bench's countenancing them in the pursuit of their respective callings, and discouragement given as much as possible to the prevailing vice of drunkenness, then so rife among them, particularly by not trusting them for liquor [...] Interpretations Paragraph 37 quantified for the first time the collapse threatened by land engrossing: indulging every large holder on the pattern of the Governor's wife would shrink the militia to forty-five men. The one-man-per-twenty-acres ratio dated from the founding constitution and was codified in the by-laws of 20 March 1680, with land tenure and defence obligation fused so that consolidation of holdings directly disarmed the island. The naming of Mr Powell attached the charge to the man already identified on 22 February 1716 as the private storehouse keeper behind the resistance to the Company's bills, marking him as

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			the centre of an accumulating private interest in both trade and land. The Court's suspicion over the purchased leases rested on a market observation: planters raised yam and provision prices whenever Company demand was foreseen, so officers who acquired land stood to profit personally from supplying their own employer. Divesting the Company of all land beyond the plantation house grounds removed both the temptation and the price leverage, while the restriction of new lettings to militia men and the land-poor turned the leasing policy into a recruitment instrument. The warning in paragraph 38 against breathing personal animosities under colour of legal punishment condensed the case history of the island's courts, from the felony prosecution of Mr Tovey on the statute of stabbing condemned on 22 February 1716 to the graded trials and certificate prosecutions charged against Governor Johnson on 31 May 1721. Judicial power was to keep the peace, not to serve as the continuation of feuds by process. The liquor credit bar in paragraph 39 attacked drunkenness through the debt channel rather than prohibition. Drink sold on trust converted the vice into planter indebtedness to the stores, so refusing credit for liquor cut both the consumption and the bad debts at one stroke, consistent with the anti-arack policy run since 5 March 1713.
188	185	p Essex Liquors except for what You Shall judge to be but a moderate Quantity for many of them have by their Lavishly brought themselves to beggary, And to take Care they do not run in Debt farther than You are Sure they are able to Pay, And to pay in a reasonable time. 40: Encourage every one to endeavour the raising all Sorts of Provisions to make the Place plentiful which will turn to their own Advantage Several of Our Captains assuring Us that the great reason why they refuse to touch upon call in at the Cape was because Provisions were so much cheaper there and Our Shipping Sometimes could not be got at S^t Helena at any Rates, Let the People know that We have this Year forbid Our Outward bound Captains touching at the Cape or the Cape in their Return, & have also wrote to India to forbid all Our Ships there in like manner. 41: These are a Short Recapitulation of the Substance of Such of Our Orders containd in Our Letters as are of the most Importance to be had designd to give You a general Idea of Our Affairs as they occured to Our Memories, We have not time to run over Our Said Letters at present to add thereto thereunto, We recommend this to your Care to peruse them & add thereto to keep them up to you to Serve on all Needfull occasions, Let Us know from time to time what Progress You Shall have then made in putting Said Orders in Execution. 42: We have a Complaint from M^r Walter Morrid dated in June last touching a Black detain'd by Governours Pyke & in which M^r Pyke gave him a Note to be allowd thirty Pounds for it, This Note he Says he consignd to Gov^r Johnson Wee not doubt but he had Credit for it in Our Books but finding he had not when he came to make up his Accounts he Complained, On M^r Johnson pretended he would not pay it without Order from Us & when he asked for his Note again the Governour Said he never had it, but believed it was Lost, do enquire into this whilst M^r Johnson is with You & do equita bly therein. 43: M^r James Ryder likewise Complains of M^r Johnson that he would not take in from him Some Blacks Yams & Cattle towards discharging his Debt of near One Hundred & Fifty	Liquor was to be supplied on trust only in what the bench judged a moderate quantity, since many of the people had by their sottishness brought themselves to beggary. Care was to be taken that they did not run further in debt than they were sure to be able to pay, and that they paid within a reasonable time. 40: Encouragement was also to be given to endeavours at raising all sorts of provisions, to make the place plentiful, which would turn to the people's own advantage. Several of the Court's captains, on their return, assured it that the great reason they refused to call at the island in the past was that provisions were so much cheaper at the Cape, and that at St Helena they sometimes could not be bought at any rates. The people were to know that the Court had forbidden its outward-bound captains to touch at the Cape on the voyage out, and had also written to India to forbid all its ships there in like manner on the return. 41: These instructions were a short recapitulation of the substance of such of the Court's orders contained in its letters as were of the most importance, designed to give a general idea of its affairs as they occurred to memory, since no time was available at present to run over the letters themselves. The bench was to peruse the letters, give thorough regard to them and see all duly executed, letting the Court know from time to time what progress was made in putting the orders in execution. 42: A complaint was received from Mr Walter Morris, dated in June last, concerning a black detained by Governor Pyke, for which Pyke gave him a note to be allowed £30 0s 0d. This note, Morris said, he consigned to Governor Johnson. The Court did not doubt that he had credit for it in the Company's books, but finding he had nothing to draw on when making up his accounts, he complained. Mr Johnson claimed he would not pay it without orders from the Court, and when Morris asked for his note back, the Governor said he never had it, but believed it was lost. The bench was to enquire into this while Mr Johnson remained on the island, and to deal equitably in it. 43: Mr James Rider likewise complained of Mr Johnson, that he would not take in from him some blacks and cattle towards discharging his debt of over £250 0s 0d, nor employ his blacks at work to lessen it.

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		Pounds, nor Employ his Blacks at Work to lessen it, Who he did those of Several Planters who had Credit in Our Books & that he Sent for those People who had Credit to Supply a French Ship then in the Road, This as represented looks very Partial Enquire into it, & give the Man Such ease as You upon hearing the whole of the Case think reasonable. 44: As Captain Smith is well Skilled in the fitting out of Ships We think it Necessary that when any of Our Returning Ships come into the Road he with his first Conveniency Repair on board to See if in any thing Margin Notes: for Moderate Quantities Also to Encourage the raising of P visions upon w^{ch} of any of Our Shipping are forbid to touch at the Cape Former Letters again to be perused Compl^t of Walter Morrid concerning a Note referd to y^e Gov^r & Council M^r Ryders Complaint that he would not also referd to Gov^r & Council Shipping to be Surveyed by Cap^t Smith	Mr Johnson did employ those of several planters who had credit in the books, and he had sent for these people, who had credit, to supply a French ship then in the road. As represented, this looked very partial. The bench was to enquire into it and give the man such ease as it thought reasonable on hearing the whole of the case. 44: Captain Smith was well skilled in the fitting out of ships. The Court thought it necessary that when any of its returning ships came into the road, he should with his first convenience repair on board to see in everything [...] Interpretations Paragraph 40 disclosed the commercial lever behind the compulsory call: captains preferred the Cape because provisions there were cheaper and St Helena sometimes had none at any price, so the Court banned Cape calls in both directions and told the islanders so. The prohibition handed the planters a captive provisioning market on condition they actually produced, converting the policy first made compulsory on 4 February 1714 into a mutual bargain between fleet and island. The Morris case turned on the fate of a negotiable instrument inside the island's credit system. Pyke's £30 0s 0d note, given for a detained slave, was consigned to Governor Johnson and then vanished, with Johnson denying possession while the credit sat unusable in the books. The Court's order to settle the matter while Johnson remained on the island ensured the only witness and likely holder could be examined before he sailed beyond the bench's process. The Rider complaint described the favouritism mechanism in payment-in-kind recovery. Debtors could clear balances by delivering blacks, cattle or hired labour, as allowed for indebted planters on 31 May 1721, so a governor who accepted these from favoured men while refusing them from others effectively chose who escaped debt. Rider was the same man who had refused the Company's bills with Bell's wife on 22 February 1716, and the Court's willingness to hear his grievance showed the complaints channel open even to past offenders. The recapitulation clause in paragraph 41 fixed the legal status of the whole instruction set: a memory-drawn abstract that supplemented but did not replace the letters, which remained the governing text. Execution reports were to flow back item by item, keeping the new bench under the same progress accounting imposed on its predecessor. Speculations Sending the new Governor aboard each returning ship probably served as an inspection device as much as a courtesy. A governor skilled in fitting out could judge a ship's true readiness, stores and damage at first hand, denying captains the information advantage behind inflated demurrage claims and pretended necessities of the kind traced through the arrack and piece-goods purchases condemned on 23 February 1722.
189	186	General p Essex think there Shall be occasion to Amend Defects or make any Repairs that can be done while they Shall Stay there, but especially to See they be not Shifted but all Clear to make the better defence in Case of Meeting with an Enemy. We are Your Loving Friends London the 14th of Febry 1722/23 Jo^s Wordsworth Jos: Herne John Gould Josh Heathcote John Eccleston Edw^d Owen Jo^s Wordsworth W^m Gosselin Henry Lyell Rob^t Hudson Abra: Addams Henry Kelsey Mathew Decker Simon Theusemans Gregory Page	Whatever defects required amendment, or repairs that could be made while the ships stayed at the island, were to be put in hand, and especially the Governor was to see that the ships were not cluttered but kept all clear, so as to make the better defence in case of meeting with an enemy. The instructions were dated at London on 14 February 1723 and subscribed as from the bench's loving friends, signed by Josias Wordsworth, Joseph Herne, John Gould, John Heathcote, John Eccleston, Edward Owen, Joseph Wordsworth, William Gosselin, Henry Lyell, Robert Hudson, Abraham Addams, Henry Kelsey, Matthew Decker, Simon [...], Gregory

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		John Drummond W ^m Dawson Caleb Cotesworth Edw: Turner	Page, John Drummond, William Dawsonne, Caleb Cotesworth and Edward Turner. Interpretations The closing order on clear decks addressed a known cause of loss. Homeward Indiamen crowded with private goods, livestock and lumber could not fight their guns, and the captures of the <i>Queen</i> and the <i>Dover</i>, invoked as precedents on 11 March 1717, had made the fighting readiness of ships in the road a standing concern. Making the Governor personally inspect for clutter extended the island's defensive duty from its batteries to the fleet itself. The date of 14 February 1723 placed the instructions just under a year after the general letter of 23 February 1722 that Captain Smith carried with him, confirming that the <i>Essex</i> commission was the Court's next major act towards the island after that letter's audit demands. The signature list showed the rotation of the direction, with Sir Gregory Page and John Drummond appearing alongside the secret committee members Wordsworth, Herne, Decker and Lyell named in paragraph 17.
190	187	Gen^{ll} Letter p y^e Ship James & Mary Cap^t Aubo[n] Our Govern^t and Councill of S^t [Helena] Our last to you was of the 14th February 172[...], and on the Essex with Cap^t Smith whom We had Elected Gov[...] Island, which by Your Letter by the Dawson was received [...] We dont Send the Copy. Since the Date thereof We [...] the following Letters from You viz^t [...] 172[...], [...] of the 19 [...] the 31 July [...] [...] 1721 [...] [...] [...] that you will make it Your Duty to observe & Constantly [...] all the Orders therein containd & Such others as have or Shall be Sent you, But We must add that We give none of said [...] are but Excuse & Connivance to Palliate past Mismanagements that [...] for Justifications, & in others You seem to Mistake Our Directions, or not fully to comprehend them, some of which We Shall take Notice of in the Sequel of this Letter [...] Direction & Caution hereafter [...] relating to Our Affairs translated unto the Like Government, However We persuade our selves You will always Remember & put in due Execution to the utmost of Your Power the Assurance You have given Us as aforementioned which will be very acceptable & merit Our Approvall, but if any of You should not We continue of the A large central section of this page is too faded to read. Please supply a larger or clearer image of that area to complete the transcription. Margin Notes: Letters & Consultations received Mistake of Directions Rectified in the Sequel Promises made expected to be fulfilled.	A new general letter followed, sent by the ship <i>James and Mary</i>, Captain Aub[...], addressed to the Governor and council of St Helena. The Court's last letter was of 14 February 1723 by the <i>Essex</i> with Captain Smith, whom it had elected Governor of the island. The bench's letter by the <i>Dawson</i> reported that letter received, so no copy was sent. Since its date the Court received the following letters from the island, namely those of the [...] 1723 [...] of the 19 [...] of the 31 July [...]. [...] The Court expected the bench to make it its study to observe and constantly obey all the orders contained in those letters, and such others as it had sent or should send. It must add, however, that some of the bench's paragraphs gave excuses and connivance to palliate past mismanagement when intended as justifications, and in others the bench seemed to mistake the Court's directions or not fully to comprehend them. Some of these the Court would take notice of in the sequel of this letter, for the bench's direction and caution thereafter, in what related to the Company's affairs transacted since the late government. The Court persuaded itself, however, that the bench would always remember and put in due execution, to the utmost of its power, the assurances it had given as mentioned. That would be very acceptable and merit approval, but if any of the bench should not, the Court continued of the same [...] Interpretations The opening confirmed that the Smith government took effect and that the correspondence chain held across the transition: the bench acknowledged the <i>Essex</i> letter by ship and date as required under the rule of paragraph 5 of the instructions of 14 February 1723, and the Court in turn dispensed with the duplicate once receipt was proved, showing the double-conveyance system as a remedy for loss rather than a fixed ritual. The charge that excuses palliating past mismanagement were dressed as justifications applied to the new bench the doctrine of banned excuses proscribed once for all in the despatch of 23 February 1722, where mistakes claimed and pardon asked were refused as defences. The Court distinguished between explaining the inherited state of affairs, which it would hear, and adopting the old administration's defences, which it would not. The conditional close, approval for performance and the standing alternative for default, kept the gratuity and covenant machinery armed against the Smith council from its first letter, the same suspended threat under which the Johnson bench had been held since

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			the gratuities of the whole bench were judged undeserved on 23 February 1722.
191	188	General Same Mind We were when You wrote the Lethielliers Letter & do hereby Confirm Our then Resolutions as if again herein Repeated as also the Power to the Govern^r to act alone under him in their Duty & to Exercise that Power from time to time as containd in Paragraph 7 of the Instructions of the 14th February aforementioned 3: Wee proceed to give You Our Orders Observations Notices & Remarks under the following Heads according to Our Usual Man ner viz^t First Concerning Shipping returned & Sent or Sending out 4: It has Pleased God that since the date of our last the follow^g Ships have arrived with Us this Year in Safety viz^t the Hanover from Mocha the 1 March, the Harwich from the Bay & Madras the Eyles from China & the Coast, the Lyell & Princess Amelia from China the 8 June, the Townshend from Mocha, the Morice Enfield & Drake from the Coast & the Godfrey from Bombay the 8th, the Devonshire & [Bouverie] from the Bay the 26 of Said June, the Dawson from Bombay after a very tedious Passage the 29 October 5: The Ships taken up for the Parts of India this Season are Tons The London 490 Rob^t Bootle For Mocha Greenwich 470 A Lesly For Mocha Monmouth 480 Ross Francys For Fort S^t George Frances 400 Tho^s Hutham For Bengale Macclesfield 450 Rob^t Hudson for Mad^s & Bengal Sunderland 400 W^m Hutchinson for Bengal Stretham 450 Geo Wescott Heathcote 430 Jn^o Tolson for Coast & Bay Aislabie 400 Hen: Wilson for Coast & Bay Cadogan 480 Jn^o Hill for Coast & Bay Morice 400 E Manwareing for Bombay James & Mary 300 J^o Aubone for S^t Helena & Benco[...] Margin Notes: Gov^{rs} Power to See all under him do their Duty Confirmed Arrival and Departure of Shipping at & from England to and from of India	The Court remained of the same mind it held when the <i>Lethiullier</i> letter was written. Its resolutions then taken were confirmed as if repeated again, as also the power given to the Governor to see all under him do their duty and to exercise that power from time to time, as contained in paragraph 7 of the instructions of 14 February already mentioned. 3: The Court proceeded to give its orders, observations, notices and remarks under the following heads, according to its usual method. First, concerning shipping returned and sent or sending out. 4: It had pleased God that since the date of the last letter the following ships arrived safely in England this year: the [...] from Mocha on 1 March; the <i>Fordwich</i> from the Bay and [...]; the <i>Eyles</i> from China and the Coast; the <i>Lyell</i> and <i>Princess Emelia</i> from China [...]; the <i>Townshend</i> from Mocha; the [...], <i>Enfield</i> and <i>Drake</i> from the Fort; the <i>Godfrey</i> from [...]; the <i>Devonshire</i> and <i>Bouverie</i> from the Bay on 26 June; and the <i>Dawson</i> from Bombay, after a very tedious passage, on 29 October. 5: The ships taken up for the East Indies this season were as follows. The <i>London</i> 490 tons, Captain Robert Bootle For Mocha The <i>Greenwich</i> 470 tons, Captain [...] For Mocha The <i>Monmouth</i> 480 tons, Captain [...] Franceys For Fort St George The <i>Frances</i> 400 tons, Captain Thomas Newsham For Bengal The <i>Macclesfield</i> 450 tons, Captain Robert Hudson For Mocha and Madras The <i>Sunderland</i> 400 tons, Captain William Hutchinson For Bengal The <i>Stretham</i> 450 tons, Captain George Westcott The <i>Heathcote</i> 430 tons, Captain James Tolson For the Coast and Bay The <i>Aislabie</i> 400 tons, Captain Henry [...] The <i>Cadogan</i> 480 tons, Captain John Hill The <i>Morice</i> 400 tons, Captain Charles Peirson For Bombay The <i>James and Mary</i> 300 tons, Captain J[...] Aubone For St Helena and [...] Interpretations The arrivals list closed the loop on the outward fleet of fifteen recited in the despatch of 23 February 1722, with the <i>Eyles</i>, <i>Lyell</i> and <i>Princess Emelia</i> home from China, the <i>Townshend</i> from Mocha, the <i>Fordwich</i>, <i>Enfield</i>, <i>Devonshire</i>, <i>Bouverie</i> and <i>Godfrey</i> from their eastern stations and the <i>Drake</i> returned from the voyage on which the surplus blacks and the Free hearing had been ordered on 31 May 1721. The recital let the island bench reconcile its own departure records against confirmed arrivals, the cross-check on which the demurrage and packet disciplines depended. The express reconfirmation of paragraph 7 of the instructions of 14 February 1723 renewed the Governor's supervisory ladder of warning, complaint in consultation and collective sanction at the first opportunity after the new government settled, signalling that the disciplinary framework was permanent policy rather than transition machinery. The <i>James and Mary</i>, at 300 tons the smallest ship in the season's list, carried the present letter, continuing the practice of pairing the St Helena consignment with a vessel routed onward to a second station so that the island call bore only part of the voyage's cost.
192	189	p James & Mary 6: The two Mocha Ships tho dispatcht 31 Oct^r did not for want of Wind & Weather sail out of the Downs till the	6: The two Mocha ships, although dispatched on 31 October, did not for want of wind and weather sail out of the Downs until 13 November, nor the <i>Monmouth</i> and <i>Frances</i> until 24 December, although dispatched

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		18th of Nov^r nor the Monmouth & Frances till the 24 Dec^r tho dispatched above [...] Weeks before, The Macclesfield has her Dispatches but is not Sailed Wee hope to dispatch Our remaining Ships in due time & the Coast & Bay Ships by the middle of January 7: This comes to you by the James & Mary with proper Supplys of Provision according to your before & the necessitous Crown Lands [...] to your the present State of the Island. The Crane is not Sent tho intended because with its appurtenances it would take up too much Room & prevent Some more usefull necessities therefore You must make the best Shift You can by mending the old One, & have the next Year for a new one In case You cant gett proper Materials in the bottom from the Ships and Lathing with You Sufficient to repair it or make a New one with the rest Necessaries of Blank Use of which dont fail to Advise Us, The Invoice & Bill of Lading with Shew You what We now send, which with the Charter Party are in the Packet, Remember to send the Charter Party to Bencoolen. 8: If you shall have any Orders from Josias Wordsworth Edw^d Harrison, John Gould & Henry Lyle Esq^{rs} or any three of them whom We have appointed to be a Secret Committee as formerly you must observe them as if Signd by the whole Court according to former Directions. Tho Wee dont again Repeat them for the Sake of Brevity. 9: The Advice God when Our own or other Ships arrived at S^t Helena, when they Departed what News You have of Shiping from all Parts of the East Indies Wee approve do You continue it. 10: The Account of the Captains of the Drake & Whiteleys not delivering You the Rice Consignd from Fort S^t George Wee take Notice of & Shall Reckon with them for it, you also with the Cap^t of the Lethieullier for Carying away Your Black called Caesar which for the Reasons You give Wee believe must Pass in his Ship Margin Notes: Mocha Ships retarded by contrary Winds Supply of Provision & Su Orders from Secret Comtee to be observed Advice of Shipping to be continued Resolution to be made by the Captains of the Drake & Whiteleys for Rice not delivered & those of the Lethieullier & to Reckond with for carying away of Blacks	above three weeks before. The <i>Macclesfield</i> had her dispatches but had not sailed. The Court hoped to dispatch its remaining ships in due time, and the Coast and Bay ships by the middle of January. 7: The present letter came by the <i>James and Mary</i> with proper supplies of provisions according to the [...] Start of crossed out section [...] End of crossed out section The supplies answered the present state of the island. The crane was not sent as intended, because with its appurtenances it would take up too much room and keep out more useful necessities. The bench must therefore make the best shift it could by mending the old one, and try the next year for a new one. If proper materials could not be got in the interim from the ships, lashing was to be used, sufficient to repair it or make a new one with the rest, of which the bench was not to fail to advise the Court. The invoice and bill of lading would show what was now sent, and together with the charter party they were in the packet. The bench was to remember to send the charter party on to Bencoolen. 8: Any orders from Josias Wordsworth, Edward Harrison, John Gould and Henry Lyell Esquires, or any three of them, whom the Court appointed to be a secret committee as formerly, must be observed as if signed by the whole Court, according to former directions, which for brevity's sake were not repeated. 9: The advice given of when the Company's own or other ships arrived at St Helena, when they departed and what news there was of shipping from all parts of the East Indies was approved, and the bench was to continue it. 10: The account of the captains of the <i>Drake</i> and the [...] not delivering the rice consigned from Fort St George was noted, and the Court would reckon with them for it, as also with the captain of the <i>Lethieullier</i> for carrying away the bench's black called Bunjar, which for the reasons given the Court believed must have happened in his ship. Interpretations The crane decision in paragraph 7 showed tonnage as the binding constraint on the island's supply, with priority resolved exactly as the tiered indent system of 22 February 1716 prescribed: bulky equipment yielded to more useful necessities, and the bench was thrown on repair and improvisation for a year. The crane itself was the unloading machinery on which the demurrage discipline depended, since boats unable to come to the crane had grounded protests as far back as the <i>Thistleworth</i> case cited on 5 March 1713. Paragraph 10 operated the captains' accountability channel: short delivery and the carrying off of a slave were not pursued on the island but reckoned at home against the commanders through their owners, the method made standing in the despatch of 31 May 1721 when ship payments were intercepted through the captains' accounts. A slave taken away in a Company ship was treated as recoverable property, with the bench's circumstantial reasoning accepted as sufficient to charge the <i>Lethieullier's</i> captain. The secret committee was reduced to four members, Wordsworth, Harrison, Gould and Lyell, with the three-signature quorum unchanged, continuing the instrument in the smaller form alongside the membership named in the <i>Essex</i> instructions of 14 February 1723. The renewed reminder to forward the charter party to Bencoolen kept the contract terms travelling ahead of the ship, the practice set with the <i>Drake's</i> filled-up charter party on 31 May 1721 so that no station could plead ignorance of the lay days and covenants.

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193	190	General 11: The Dispatching the Ships <i>Lethieullier</i> & <i>Essex</i> from You within the ten Working Dayes after their Arrivals tho they Stayd longer on their own Acc^{<sup>t</sup>} & giving Orders to keep an Acc^{<sup>t</sup>} which of the days were fair Weather & which tempestuous were so Pleasing to Us that we would not omit taking Notice of it, nor of Your advising Our Captains in the Road to take into them on all Alarms, We doubt not but You will take the like Care to hasten away this. We have so often told You the Reasons that Wee need not Repeat them. If Capt Aubone should make any Delays Quicken him because it is of great concern to Us that he arrive early on the West Coast perhaps a few days delay may be of bad Consequence of which advise him on the first Arrivall that he must take time by the Forelock & inform every how to facilitate his Speedy Depar[tur]e 12: In the Letter of the 24^{<sup>th</sup>} Dec^{<sup>r</sup>} sent in Answer to Ours p <i>Lethieullier</i> wherein Wee Complain of Neglect in y^{<sup>t</sup>} not advising of what supplied the Frigat & y^{<sup>e</sup>} Portuguez Ships nor advising about Goods wanting it is said that which the Consultation were with the Ships that brought the Letter & Notice was taken in either of in the Acc^{<sup>t</sup>} of each Ships it would Answer our Expectation but for preventing any future Mistakes on this apprehension We say give Us a Short Acc^{<sup>t</sup>} of all in the gen^{<sup>l</sup>} Letter & remitt us refer to Consultations for a larger Explanation, if they are not then Sent give Us a fuller Ab^{<sup>t</sup>} this will be a Sure way for Us to have the Notice, for Experience has taught Us that Sometimes no Consultations have been sent, & if they have no Mention made of the Matter, at other times the Ships Acc^{<sup>ts</sup>} have not been sent, but has been thought Sufficient to lay the blame on the Storekeeper or Accomptant, whereas by what We now order Wee expect better Care be taken in all y^{<sup>r</sup>} [...] than as You ought to bear the Burthen & bid if it appear notorious may prove to heavy for some of You & if any one should forget the rest may Remember 13: The Reasons given by the then Councils for not Supplying the [...] Lorenzin bound to Buenos Ayres with more than Water considering Your just Apprehension of Scarcity Seem to Us just Margin Notes: Dispatch of the Storeship approved & also Notice given the Capt^{<sup>ns</sup>} to leave in this always to be Continued Acc^{<sup>t</sup>} to be sent of what the Slowing of the Portuguez Ships were Supplied with & of Goods wanting Water allowed the S^{<sup>t</sup>} Lorenzin approved	11: The dispatching of the ships <i>Lethieullier</i> and <i>Essex</i> from the island within the ten days of labour after their arrival, although they stayed longer on their own account, and the giving of orders to keep an account of which days were fair weather and which tempestuous, were so pleasing to the Court that it would not omit taking notice of them, nor of the bench's advising the captains in the road to haul close in on an alarm. The Court did not doubt the like care would be taken to hasten away the present ship. The reasons had been given so often that they needed no repeating. If Captain Aubone should make any delays, the bench was to quicken him, because his early arrival on the west coast was of great concern, and perhaps a few days' delay might be of bad consequence. He was to be advised of this on his first arrival, so that he might take time by the forelock and improve every hour to facilitate his speedy departure. 12: The letter of 24 December, sent in answer to the Court's by the <i>Lethieullier</i>, addressed the complaint of failing to advise what the Portuguese ships were supplied with and of goods missing. The bench answered that if the consultations were compared with the accounts of each ship that brought the letters, notice taken in either would answer the Court's expectation. To prevent any future mistakes on this point, the Court directed that the account of all such matters be given in the general letters, or that the letters refer to the consultations for a larger explanation, and if those were not then sent, that a full account be given. This would be a sure way for the Court to have the notice, for experience had taught it that sometimes no consultations were sent, or if sent contained no mention of the matter, while at other times the ships' accounts were not sent. Laying the blame on the storekeeper or accountant had been thought sufficient, whereas under what was now ordered the Court expected better care from all. The burden, if neglect appeared notorious, might prove too heavy for some of the bench, and if any one should forget, the rest were to remember. 13: The reasons given by the then council for not supplying the <i>St Quintin</i>, bound to Buenos Ayres, with more than water seemed just to the Court, considering the bench's reasonable apprehension of scarcity [...] Interpretations Paragraph 11 confirmed the weather log ordered alongside the boats record of 22 February 1716 in operation: a daily account of fair and tempestuous days gave London the evidence to apportion demurrage equitably under accidents of weather, as the <i>Essex</i> instructions had directed through paragraph 14 of the Pyke instructions. The praise for hauling ships close in on an alarm repeated the commendation given on 23 February 1722 for the notice of 3 January to Captains Bond and Shuter, marking that conduct as the standard. Paragraph 12 closed the last gap in the notice system by making the general letter the guaranteed channel. The bench's defence, that the information lay somewhere across consultations and ship accounts, was accepted as true but rejected as a system, since each of those records had at times failed to arrive or to mention the matter. The new rule, state it in the letter or cite the consultation and send it, ended the practice of blaming the storekeeper or accountant by making notice a collective duty with personal consequences for notorious neglect. The urgency pressed on Captain Aubone's west coast passage reflected the sailing calendar: a ship delayed past her season at St Helena risked missing the winds for Sumatra, so days lost in the road compounded into months on the voyage, the bad consequence the Court left unspecified but expected the bench to relay.

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			The <i>St Quintin</i> ruling applied the settled-companies distinction of 22 February 1716 in its narrow form: a foreign ship outside the East India trade received water, the bare hospitality of the road, while provisions stayed subject to the island's own scarcity, and the Court's approval confirmed the bench's discretion to put its own stock first.
194	191	p James & Mary but in Our Opinion even as You represent the Case You was too favoura in letting the People Brigantine have Water Since You say the Dutch denied her Water at the Cape, & the same Reason held equally Strong for the, notwithstanding her haveing a Mediteranean Pass, You could not be so Stupid as not to consider that no Ships belonging to the English except Ours have Authority to go to the Cape of Good Hope & that therefore if they did it was for the sake of Smugling & Private Trade, which it is Our Interest & Resolution to prevent as much as possible when Wee know & can prove it. and We hope by Our Prosecution of some Bristol & other Ships that pretended to Madagascar severall Years Since We have put a fair Stop to that or Equal Practice Wherefore Wee hereby Will & Order that for the future You never suffer any English Vessell great or Small that has been at the Cape to Stay till We sett Goods Land or get any Supplys of what sort soever from the Island which when once known will deter others from attempting to Resort to You & doubtless their denial aforesaid at the Cape will contribute to in same Measure, We not so effectually because they may have Sufficient to Subsist for some time to Stay in Expectation of English or Dutch India Men arrivall in hope of getting Goods from them to carry to the West Indies or Some Forreign Parts if they believed they could have supplys with You 15: Wee say the same as to the Newport Cantwell Master You say that she came from the Island Princess if it were so We have Reason to believe that she came from the West Indies on the Smugling Account, for You say William Clark formerly belong to the Island was on board of her, as far could in a Passenger, he that anyone from thence to the West Indies & in all Probability came from thence in the Sloop & would return thither, by the time of his Arrival it looks his design was to get what Goods he could of Our Returning Ships & this gives Us an Opportunity of telling You for the Notice of all the next Ships that some Cap^{ts} of them have this Year Imported Ships have been sued for delivering Goods out of their Ships at Sea on this side the Cape the Law having made taking very Severe & paid great Sums of Money for so doing Wee Margin Notes: But blameable for Letting the Eagle Brigan[tine] have Water Waters &c^a No Ship whatsoever belonging to the English that has touchd at the Cape to be sufferd to Stay at all on the Road or be Supplyd with any Thing whatsoever Blameable also upon acc^t of the Sloop Newports Captains Prosecuted for delivering Goods on this Side the Cape	The Court judged, however, that even as the case was represented, the bench was too favourable in letting the <i>Eagle</i> brigantine have water. The bench itself reported that the Dutch denied her water at the Cape, and the same reason held equally strong at St Helena, notwithstanding her Mediterranean pass. The bench could not be so blind as not to consider that no English ship except the Company's had authority to go to the Cape of Good Hope, so that any which did went for the sake of smuggling and private trade, which it was the Company's interest and resolution to prevent as much as possible wherever it could hear of and prove it. The Court hoped that the prosecutions of some Bristol and other ships that pretended to Madagascar several years earlier had put a full stop to that practice. It therefore ordered that in future the bench never suffer any English vessel, great or small, that had been at the Cape to stay in the road at all or to get supplies of any sort from the island. Once known, this would deter others from attempting to resort to the island, and the denial at the Cape would doubtless contribute in some measure, though not so effectually, because such ships might have enough to subsist for some time and stay in expectation of English or Dutch Indiamen arriving, hoping to get goods from them to carry to the West Indies or some foreign parts if they believed supplies could be had at St Helena. The same applied to the sloop <i>Newport</i>, [...] master. The bench said she came from Princes Island. If so, the Court had reason to believe she came there from the West Indies on the smuggling account, for William Clarke, formerly belonging to the island, was on board, as far as the Court was told as a passenger. He had gone from the island to the West Indies, in all probability came from there in the sloop and would return thither, and by the time of her arrival it looked as if his design was to get what goods he could from the Company's returning ships. This gave the Court the opportunity of telling the bench, for its notice and that of all the ships, that some captains of the last year's homeward ships were sued for delivering goods out of their ships at sea on this side the Cape, the law lately made very severe, and paid great sums of money for doing so. The Court [...] Interpretations The exclusion order converted the island's road into an instrument of trade enforcement. Since only Company ships might lawfully use the Cape, a Cape call by any other English vessel was treated as proof of smuggling intent, and total denial of anchorage and supply at St Helena closed the mid-Atlantic refuge such ships needed. The Court's own analysis of the deterrent showed the logic: ships could carry stores enough to loiter, so only the certainty of getting nothing would stop them waiting in the road to buy goods off homeward Indiamen, the at-sea sales traffic put under surveillance by the private letter of 14 March 1684 and now policed by statute. The reference to suits against the last year's captains showed the legal regime in action on the supply side. Delivering goods at sea inside the Cape stripped cargo past the Company's customs and the owners' covenants, and the recent statute's heavy penalties meant the Court could now cite recovered sums rather than mere prohibitions, intelligence the bench was to pass to every commander touching the island.

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			The Madagascar prosecutions recalled the pattern flagged on 5 March 1713, when the <i>Delicia</i> under Captain Woodes Rogers and the <i>Clapham Galley</i>, publicly bound for Madagascar on a slave venture, were identified as probable covers for piracy or interloping. Bristol ships pretending that destination belonged to the same evasion, the slave-trade exception being the one lawful pretext for an Atlantic voyage towards East India waters. The suspicion attached to William Clarke worked through the island's registration of persons: a man formerly belonging to St Helena reappearing as a passenger on an unexplained sloop was traceable through the bench's own lists, and his presumed West Indies circuit sketched the triangular route by which East India goods leaked into colonial markets.
195	192	General tho with much Difficulty they Compounded being afraid to Stand Tryals, the said Prosecutions were Commenced on the Informations of some of the Ships Companys & if they had not now were & are equally liable to be sued at any time hereafter 15: Wee observe the amount of what Supplied the three French Ships was paid for in Cash into the Garden hands but that to the Portuguez Ship was paid for by Sugar valued at five Pounds & fifteen shillings each one hundred & twenty eight Pounds near Nine Pence a pound, which very much Surprized Us Since You sell Sugar out of the Stores at Six Pence a Pound & have done it at less & as your Letter of 24 Dec^r owns you cant raise the Price of any Provisions in Barter they are so well known You therin add Sometimes Our Captains would not take Your Pence a Pound for Sugar when You wanted it which We wonder at for they never could make half so much clear here because of the heavy Dutys laid on all Sugar not imported from Our American Plantations but to encourage you so that the Captains must lose was Stock & Block, the Persons who bought the Portuguez Sugar at the above Extravagant Rate ought to Refund to Us all it Cost above five Pence a Pound & not fail to lett Us know who they are We dont think it sufficient to tell Us they put an advance upon it when Retaild out of the Store for that is Grinding the Inhabitants & for such Part of it as ever Spent at the Gov^{rs} Table it is a Dead Loss of the Surplus Price above the 16: We take Notice of the Care the Governour gives Us as his Report on Surveying the Dawson & would have him continue the like in future in pursuance of Our Orders Secondly Concerning Goods or Stores sent from England or recieved from India 17: The Invoice will shew You what this Ship brings of all Sorts as to the Provisions of the Scarcity that continued, We you first necessary Wee leave it to You to abate them something of the usuale Settled Price as they Exiguity of the Peoples loss may Require wherein as We are content You should act with humanity so We Margin Notes: Price of Sugar to pay^t of the Portuguez Ship in Barter for Provision Complained of Survy of Shipping continued Goods Sent but in Consideration of the Peoples Necessity Leave given to abate the Price	The captains compounded, though with much difficulty, being afraid to stand trial. Those prosecutions were commenced on the informations of some of the ships' companies, and any who had not yet been sued were and remained equally liable to be sued at any time thereafter. 15: The Court observed that the amount of what was supplied to the three French ships was paid for in cash into the Governor's hands, but that the supply to the Portuguese ship was paid for in sugar valued at £4 15s 0d per 128 pounds, near 9d a pound. This very much surprised the Court, since the bench sold sugar out of the stores at 6d a pound and had done so at less, and since the letter of 24 December itself owned that the price of provisions could not be raised in barter, they being so well known. The bench added that the Company's captains would sometimes not take its sugar at 6d a pound when it was wanted, which the Court wondered at, for they could never make half so much clear in England because of the heavy duties laid on all sugar not imported from the American plantations, duties designed to encourage those plantations, so that the captains must lose on the whole parcel. The persons who bought the Portuguese sugar at that extravagant rate ought to refund to the Company all it cost above 4d a pound, and the bench was not to fail to let the Court know who they were. Saying that an advance was put on it when retailed out of the stores was not thought sufficient, for that was grinding the inhabitants, and for such part of it as was spent at the fort table the surplus price was a dead loss. 16: Notice was taken of the care the Governor showed in his report on surveying the <i>Dawson</i>, and the Court would have him continue the like in future in pursuance of its orders. Secondly, concerning goods or stores sent from England or received from India. 17: The invoice would show what the ship brought of all sorts. As to the provisions [...], the Court left it to the bench to abate something of the usual selling price, as they were of the people's most requisite [...], wherein the Court was content the bench should act with humanity, so [...] Interpretations The sugar audit applied the barter valuation rule of 23 February 1722, where sugar taken of a Portuguese ship at no stated valuation had been charged as a matter kept from the letters and money by bills was distinguished from barter in which the bench valued its own goods accordingly. Pricing the incoming sugar at near 9d against the stores' own 6d retail inverted the proper direction of the exchange, and the Court's remedy was personal: the buyers refunded everything above 4d, the named individuals to be reported home. The Court's rejection of the retail-markup defence drew a distribution map of the loss. Sugar resold to inhabitants at an advance merely passed the overpayment onto the people, which the Court called

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			grinding them, while sugar consumed at the fort table converted the surplus price into a dead loss on the Company's own account. Either way the only gainer was whoever struck the original bargain, which was why the refund fell on the buyers rather than the price. The duty point exposed the captains' pretence by fiscal arithmetic. English duties favoured plantation sugar, so foreign-sourced sugar carried home cleared less than half the island price, making the captains' alleged refusal of 6d sugar commercially incoherent and the bench's explanation accordingly suspect. The <i>Dawson</i> survey commendation confirmed Governor Smith executing the shipboard inspection duty laid on him through paragraph 44 of the <i>Essex</i> instructions of 14 February 1723, the <i>Dawson</i> being the Bombay ship whose tedious passage had ended on 29 October.
196	193	p James & Mary Wee expect You dont Stretch Our Care beyond reasonable bounds but do what You would be done by or Cost they were Yours, Remember that as We buy by wholesale & no private that the said Goods once brought home would Cost considerable more to such as buy by Retails & in small Quantities only than they are Invoiced to You 18: In the Instructions sent by Govern^r Smith You will See in Briefe the Rules by Us laid down for Your Government as to what Relates to this Head & we are largely in former Letters 19: Wee observe in Prizing the Goods by the Lethieullier You putt fifty p Cent on the Deals & Lumber which We think too little considering the Bulk of the Tonage & that We provid them to You at the most usefull Price 20: In the Prizing Goods from India We observe You compute the selling Price by the Value they are Invoiced at which Sometimes both pretty well, but not always so in the Consultation of January That the large Cuppa Invoiced at about three farthings are Orderd to be Retaild at two Pence that if it be not a Mistake in the Copper is wrong in the Price, the Rule that You should go by & We direct that for the future You do observe is this, to consider what Rates all India Goods go at on the Island & accordingly putt the value of what You from time to time receive at the Medium Price because Sometimes Goods prove Cheap or Dearer as the Market vary & are Invoiced accordingly, We remember when Goods have come cheap & therefore a Cheap Price sett upon them they have been Soon bought up by private Persons (amongst whom the Council was or appeard generally to be chiefly concernd &) Said by till the Expectation of more Shipping, for that Season was over & then they imposed upon the rest of the Islanders at Pleasure 21: The Letter of the 24th July 1722 in reply to Ours by the Lethieullier gives Us a very Slight & Unsatisfactory answer on this Head with Relation to the Buying Goods of the Captains & giving the Captains Seven Shillings & Six Pence a pound for Guinale when You had before sold out of Our Store Guinale at Six Shillings, & to give for Taffaties Twenty Six Shillings & three Pence Margin Notes: Reference to former Letters for Rules of Govern^{mt} Profitt upon Deals & Timber to be more than fifty p Cent New Method to be observed in prizing Goods from India Buying of Goods of the Captains blamed & forbid	The Court expected the bench not to stretch its leave beyond reasonable bounds, but to do as it would be done by, as if the cost were its own. The bench was to remember that the Company bought by wholesale and in quantities, so that the same goods bought in England by retail and in small quantities would cost considerably more than they were invoiced to the island. 18: The instructions sent by Governor Smith gave in brief the rules laid down for the bench's government on this head, set out more largely in the former letters. 19: In pricing the goods by the <i>Lethieullier</i>, the Court observed that the bench put 50 per cent on the deals and lumber, which it thought too little, considering the bulk of the tonnage and that they were invoiced at the wholesale price. 20: In the buying of goods from India, the bench computed their selling price by the value at which they were invoiced, which sometimes answered well, but not always, as in the consultation of January [...], where the large [...] invoiced at about 3s 0d were ordered to be retailed at [...], if that was not a mistake in the copy or an error in the price. The rule the bench should go by, and which the Court directed be observed in future, was this: to consider what rates all India goods fetched on the island, and accordingly to put the value of whatever was received from time to time at the medium price, because goods proved cheaper or dearer as the markets varied and were invoiced accordingly. Otherwise, when goods came cheap and a cheap price was set on them, they might be quickly bought up by private persons, among whom the council was or appeared generally to be chiefly concerned, and laid by until the expectation of more shipping for that season was over, when the buyers imposed on the rest of the islanders at pleasure. 21: The letter of 24 December 1723, in reply to the Court's by the <i>Lethieullier</i>, gave a very slight and unsatisfactory answer on the head of buying goods of the captains, and of giving the captains 7s 6d apiece for guineas when guineas had before been sold out of the Company's stores at 6s 0d, and of giving for taffaties 26s 3d [...] Interpretations The medium-price rule in paragraph 20 replaced invoice cost with a stabilised island price as the basis of retail. Invoice values swung with Indian markets, so pricing off a cheap invoice created an arbitrage that councillors exploited by buying up the stock and reselling at pleasure once the season's shipping had passed, a speculation the Court charged the council itself with leading. Fixing retail at the medium of island rates removed the windfall and protected the inhabitants from the cornering. Guineas were a striped or chequered Indian cotton cloth, woven mainly on the Coromandel coast and named for the Guinea trade in which they served as a

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			staple barter cloth; taffaties were a light glossy silk. The 7s 6d paid to captains for guineas against the stores' own 6s 0d selling price repeated exactly the pattern condemned on 23 February 1722, where Captain Hyde's taffaties at 26s 3d and Captain Glegg's garrahs at 7s 6d were bought while the remains held above £2,200 0s 0d of the same sorts, with damages set at the difference between the captains' prices and the Company's. The 50 per cent judged too little on deals and lumber rested on the freight component of the middling-profit framework set out on 14 March 1715: timber's bulk consumed tonnage out of proportion to invoice value, so a markup adequate for compact goods failed to recover the true carriage cost of the most space-hungry cargo. The golden-rule framing of the provision abatement, act as if the cost were the bench's own, gave humane pricing a fixed floor: the concession came out of the Company's wholesale margin, not below it, since the same goods bought retail in England would already cost more than the invoice.
197	194	General & for D^o Yokes from Nine to Twelve Shillings on Pretence that Taffaties were wanted, & the Persons usefull You may thus know from the usual Custom of giving the Captains fifty p Cent on Invoice, so so profitable the Captains might impose on You by false Invoices but if there had been an honest Judicious Care in the then Councils they might easily have discovered the Fraud by Looking Back to the prices of the like Species sent You from India. We did Letter owns that Guinale used to sell with You at Twelve Shillings & Six Pence, & that those sold by Six Shillings were a little damaged or else they had been Sold for Six Shillings & Nine Pence, take this for Granted yet even then what Reason can be given for Buying so large a Parcell at Seven Shillings & Six Pence before You had got rid of those by You We consider this as a Matter past & done by those of whom We had frequent Cause to Complain, but this mention it as a Caution to You of which We have now better hopes altho most of You were then in the Government, because We find after M^r Johnsons Death You did in severall Instances amend Your Management & thereby Shew You had a better Regard to Our Orders We are so Strictly as You ought, for We dictold You among other things to tell Us how much how long the Lana cloth was here more than Stocked with would last, but that & Some other Our Directions were not Complyd with. 22: For time to come Send Us Yearly the Acc^{ts} of Your Remains of India as well as Europe Goods, also a Computation of the severale Sorts & Quantities sufficient for a Years Consumption of those & any other Goods proper for the Use of the Inhabitants that We may Order them to be supplied You from the Cheapest Markett & not bought of the Captains at their own Rates which had You done Wee could have orderd You some Wax Candles at half the Price You gave of two Shillings a Pound Advise also in the Gen^l Letter when You send such Account of Remains & Computations 23: You may very plainly that the Captains will take advantage of Your Necessities & Sell in the Dearest We Buy for such Over Plus Goods for what You make use of for Our Acc^t & the Inhabitants for what Margin Notes: Acc^t of Remains of India & Europe Goods to be yearly Sent Captains attempts to Impose upon their Necessity	Doesuties were also given for at 9s 0d to 12s 0d, on the pretence that taffaties were wanted and the doesuties useful. The bench said this arose from the usual custom of giving the captains 50 per cent on invoice, so it was probable the captains imposed by false invoices, but an honest judicious care in the then councils might easily have discovered the fraud by looking back to the prices of the like species sent from [...]. The bench's own letter owned that guineas used to sell on the island at 12s 6d, and that those sold at 6s 0d were a little damaged, or else they would have been sold for 6s 9d. Taking that for granted, no reason could even then be given for buying so large a parcel at 7s 6d before the existing stock was sold off. The Court considered this as a matter past, done by those of whom it had frequent cause to complain, but mentioned it as a caution to the present bench, of which it now had better hopes although most of them were then in the government. After Mr Johnson's death the bench amended its management in several instances, showing a better regard to the Court's orders, though not so strictly as it ought. Among other things the Court had directed an account of how long the long cloth and other goods then in stock would last, but that and some other directions were not complied with. 22: The bench was in future to send yearly the account of its remains of India as well as Europe goods, with a computation of the several sorts and quantities sufficient for a year's consumption of those and any other goods proper for the use of the inhabitants, so that the Court might order them supplied from the cheapest market and not bought of the captains at their own rates. Had this been done, wax candles could have been ordered at half the 2s 0d a pound the bench gave. The bench was also to advise in the general letters whenever it sent such accounts of remains and computations. 23: The bench might see plainly that the captains would take advantage of its necessities, and that in the event the Company paid the surplus price for what was used on its account, and the inhabitants for what [...] Interpretations The passage disclosed that Governor Johnson died on the island rather than returning to England as his resignation letter had proposed when the <i>Essex</i> instructions were drawn on 14 February 1723. His death extinguished the personal reckonings held over him, the audit of his drawings and the threatened suit on the covenants, while the Court transferred its hopes to the surviving councillors precisely because their management improved once he was gone, an

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			observation that quietly located the source of the old miscarriages in the man rather than the bench. The Court's refutation worked entirely from the bench's own admissions. If undamaged guineas fetched 12s 6d and damaged ones 6s 0d against a sound value of 6s 9d, then buying a large parcel at 7s 6d while stock remained unsold was indefensible on any version of the facts, and the 50 per cent-on-invoice custom merely showed how false invoices converted a pricing convention into a fraud channel that comparison with the Company's own invoice history would have exposed. The yearly consumption computation in paragraph 22 turned the remains return into a procurement forecast. With a year's requirement quantified by species, London could source everything from the cheapest market in advance, destroying the necessity on which captains' sales depended; the wax candles bought at 2s 0d against an available half price gave the measure of what the gap cost. The forecast obligation extended the remains account ordered with the indents on 23 February 1722, when the bench was charged to reckon how long near 500 pieces of long cloth would serve.
198	195	p James & Mary what they Consume We observe the Captains made You Pay twelve to fourteen Shillings p Hundred for Rice, can they pretend that was not above fifty p Cent & Returns on Invoice, or if they did would not Your provision of this disprove them tho do so Rice We dont Complain for Your giving so much for it, it Cost Us so much considering Freight 24: Least the same Pretences should again be made use of by the Captains for taking Goods off their Hands & prevaile with You as in the Case of Guinale, which You own You had no occasion for We hereby Order & Require You never to be so eager for Invention of any Sort of Goods nor for smaller Parcells but less you can get them much Cheaper than Ordinary & that they will Pay for laying by, & also that You have no Expectation of a Supply of like Sorts, or others that will Answer the Same Purposes from India the same Season 25: Touching the Extravagant Price paid for the Portuguez Ships Sugar We have taken Notice under the Head of Shipping it hath this further aggravation attending Your own Shewing that the Price of Provisions is so well known there is no Advancing upon them in Barter, Remember what those said why the Captains of Our Ships ought to take almost any Price for their Sugar rather than bring it hither, & as to Guinale Sweetmea & other like Cargo Goods it is not much different by the time they have Paid Custom, & perhaps Freight to Our Owners as they are Unjudged p<sup>d</sup> Commission & there is the further Considerations on Your Buying Goods dear, that the Captains say this the Nose for them after have Cutting the Retailing Price upon them & therefore You take Resolution Sine Gov<sup>r</sup> Smiths Arrivall was Right rather to take the Captains Bills for their Provisions than Goods at too dear Price Thirdly Touching our Servants Civil and Military, the Accompts of S<sup>t</sup> Helena in General, and also concerning Our Slaves Cattle Lands and Revenues 26: We have received the List containing the Acc<sup>t</sup> of Salary & Wages the Civil Officers & the Pay to the Military also the Acc<sup>t</sup> of the Debts due from the Inhabitants but neither of them Cast up so to the Margin Notes: Rice b<sup>t</sup> at 12 or 14<sup>s</sup> & 10 not blameable No Goods to be bought of Capt<sup>ns</sup> except when very Cheap Rates & in Small Parcells	The inhabitants paid the surplus price for what they consumed. The captains made the bench pay 12s 0d to 14s 0d a hundred for rice. They could hardly pretend that was not above 50 per cent on invoice, and if they did, the bench's own figures would disprove them. As to rice itself, however, the Court did not complain of giving so much, since it cost the Company as much considering the freight. 24: Lest the same pretences should again be used by the captains for getting goods off their hands, and prevail as in the cases mentioned, for which the bench owned it had no occasion, the Court ordered that the bench never do so again. No sort of goods was to be bought of them, even in smaller parcels, unless they could be got much cheaper than ordinary, would bear laying by, and no supply of like sorts, or others answering the same purposes, was expected from India the same season. 25: The extravagant price paid for the Portuguese ship's sugar was noticed under the head of shipping. A further aggravation arose from the bench's own showing that the price of provisions on the island was so well known that no advance could be made on them in barter. The bench was to remember the reasons why the captains of the Company's ships ought to take almost any price for their sugar rather than bring it to England, and the same held for [...] and other like cheap goods, which by the time custom and perhaps freight and duties were paid left little difference. There was the further cost and trouble of buying goods dear, with the retailing price then cut upon them. The bench's late resolution since Governor Smith's arrival, to take the captains' bills for their provisions rather than goods at too dear prices, was therefore right. Thirdly, concerning the Company's servants, civil and military, the accounts of St Helena in general, and also the Company's slaves, cattle, lands and revenues. 26: The list containing the account of salary and wages to the civil officers and the pay to the military was received, as also the account of the debts due from the inhabitants, but neither of them was cast up as to the [...] Interpretations Paragraph 24 converted the conditional liberty of paragraph 39 of 14 March 1715, the clause whose perverse construction the Court demolished on 23 February 1722, into a three-part test for any purchase from captains: a price much under the ordinary, goods that kept, and no Indian supply of the same or equivalent sorts expected that season. Each limb

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		Bills rather than Goods to be taken for what Ships are Supplyd withall Lists rec^d	attacked one of the pretences used before, the false invoice, the perishable arrack and the pretended necessity, leaving the captains' market at the island effectively closed. The endorsement of bills over goods completed the payment reform pressed since 31 May 1721, when supplies to shipping were to resolve into owners' bills payable to the Company. A bill transferred the settlement to London at face value, while goods taken in payment imported a valuation dispute the captains always won, and the Court's approval of the change marked the first credited initiative of the Smith administration. The rice concession showed the Court's pricing tests calibrated to true cost rather than mere markup. Rice at 12s 0d to 14s 0d a hundred exceeded 50 per cent on invoice, yet freight on so bulky a provision brought the Company's own landed cost to the same level, so the purchase passed where the sugar at near 9d a pound had failed.
199	196	General Totals which is an Omission that must not be Repeated in future, continue to send Us the like Lists Yearly but dont Mingle the People as in this But the Military by themselves & the others each in their Order & according to their Ranks in Our Service 27: Wee are glad at last to find a full Stop put to the Transfers which as they had been so Managed were every Mischievous to Us & that none are now sufferd but such as are Paid to Us in Case of Debts owing 28: M^r Cowells Answer about the Transfers made to his Cred^t We cant take for a good one, he may as well say Errors are when other Persons not to be Rectified tho afterwards discovered therefore notwithstanding his Pretence that he had equal Liberty with others to have Transfers made to him when the Transfer Books were open, yet We see no reason to depart from Our Orders in Paragraph 13 by the Lethieullier, the Foundation on which they were built being Substantial & just, & not Objected to by him or You take care he make good any Loss We may otherwise Sustain in Case the Debtors dont Pay them which by Your Acc^{ts} of Particulars amounts to One Hundred One Pounds Eleven shilling & eleven Pence. 29: For the Reasons You Mention We dont object to Your Gratifying the Request of Capt Cockburn in giving him the Bills on Us for the One Hundred Pounds & the Fifty Pounds Since he Paid You the Money for them into Our Cash, but you should have lett Us know in what Money it was, & if in Silver in what Species & at what Rates taken, as You also should for what the three French Captains paid the You know to always in future 30: We observe Your Orders for Acc^{ts} with such as belong in Transfers or a Necessaries the next Councils Day after the Smith all Northern Paid in those Months & in Paragraph 27 of the Letter from y^e Govern^r Smith You say the Cash Bills are now Currant & every body takes them, but We cant find thereby whether the Banana Copper Cash & Spanish Bitts are also Currant, in what is become of them, advise particularly in your next. 31: You do well to advise Us of Your Demanding of 400^{lb} Pyke his Debt & Putting Us the Acc^t of his Paying it on the West Coast & Copy of the Receipt, this was from the Notice We sent from hence, the like Money Margin Notes: Transfers Ended except for Debts to the Comp^y M^r Cowells Answer about Transfers insufficient Bills given Cap^t Cockburn approved	The lists lacked totals, an omission that must not be repeated in future. The bench was to continue sending the like lists yearly, but not to mingle the bodies as in the last: the military were to stand by themselves and the others each in their order, according to their ranks in the Company's service. 27: The Court was glad at last to find a full stop put to the transfers, which as they had been managed were very mischievous to it, and that none were now suffered but such as were made in payment of debts owing to the Company. 28: Mr Cowell's answer about the transfers made to his credit could not be taken as a good one. Notwithstanding his plea that he had equal liberty with others to have transfers made to him while the transfer books were open, the Court saw no reason to depart from its orders by the <i>Lethieullier</i>, the foundation on which they were built being substantial and just and not objected to by him or by the bench. Care was to be taken that he made good anything the Company might otherwise lose if the debtors did not pay, which by the bench's account of particulars amounted to £101 11s 11d. 29: For the reasons mentioned, the Court did not object to the bench gratifying the request of Captain Cockburn by giving him bills on the Court for the £100 0s 0d and the £50 0s 0d, since he paid the money for them into the Company's cash. The bench should have advised in what money it was, however, and if in silver, in what species and at what rates taken, as it should also for what the three French captains paid. This was always to be done in future. 30: Paragraph 27 of the letter from Governor Smith said the cash bills were now current and everybody took them, but the Court could not find from it whether the fanams, copper cash and Spanish bits were also current, and what had become of them. Particular advice was to be given in the next letter. 31: The bench did well to advise the Court of its demanding the £400 0s 0d of Governor Pyke's debt, referring the proof of his paying it to the west coast, with a copy of the receipt. This followed the notice sent from London, and the like [...] Interpretations The Cowell ruling refused the equal-liberty defence as a matter of principle: that the transfer books were open to all did not legitimise any entry made through them, since the practice itself had been condemned, and his failure to object to the <i>Lethieullier</i> orders when made estopped him from resisting them now. Making him guarantee the £101 11s 11d of transferred debts shifted the credit risk from the Company to the man who took the benefit, the same restitution mechanism

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		Notice to be given what is become of the Silver & Copper Cash Demand of M^r Pykes Debt Commended &	applied to the unfaithful permitters of transfers in the despatch of 23 February 1722. Paragraph 30 pressed the question the currency reports kept evading. The despatch of 22 February 1716 had supplied £700 0s 0d under four heads, bits, fanams, copper and bills, and a report that the bills alone were current left open whether the coin had vanished into hoards or leaked off the island, the fate the token currency was designed to avoid. The species-and-rates rule in paragraph 29 served the same audit: silver paid into the cash at an unstated rate concealed the exchange profit or loss on every transaction. The Pyke demand showed the debt machinery reaching across stations. Pyke, removed to second of council at Fort Marlborough since the commission of 13 March 1719, remained chargeable at St Helena, and routing the proof of payment through the west coast with a receipt copied home tied both factories' books to the same obligation, leaving the debtor no gap between jurisdictions to disappear into.
200	197	p James & Mary Say as to the Demand made on President Feake on the over Payment to Doctor Thom[...] sen which We shall call upon him for here. 32: Remember & Comply with Your Promises in Para 24 wrote in Answer to Our 24 Sent by Govern^t Smith in all the Parts of that Paragraph, for notwithstanding what You say of their being all duly Complyd with We cant find Some of them are Wherefore that You have therein imposed on him, We expect the Acc^{ts} of Stores be annually Clearda & the true Remains Rightly Stated & Examined to see if they be actually Remaining, the Plantation Acc^t is right kept as to the Live Stock for it Shews Monthly the Remains of the Live Stock what Encrease is added thereto & what Expended with for the Shipping or Forts Table so that it is easy to see the Expence to Encrease for the whole Year as well as the Additions made to it by the Planters who delivered you any in Part of their Debts, so We find the Annuale Acc^{ts} entered in the Consultations which Please continue it in future, Enter the Whole Acc^t of the Store Remains in Your Ab^t of the Generale, but let there care be taken that both be well Examined as aforesaid for so that the Last Remain with the Additions afterwards made by new Surplys deducting what is sold or delivered out to the Fort or Plantation or Shipping do agree & Ballance with the Rest of the Remains taken the next Year, & that the Goods are actually in the Store. 33: The Plantation Acc^t takes Notice of the Quantities of Yams delivered to the Fort & for the Blacks at the Plantations Monthly except the two last Months of those by you, but nothing said as to what Remains nor of the Monthly Encrease of them w^{ch} should not have been omitted. 34: It is Something Strange to Us that the Plantation which has so many Cowes cant afford You Butter enough that You were forced to Buy of the Cap^t of the Ship & formerly of M^r Cawses You in his Account Wee see Severale Articles to that Order You Supply to the Plantation. Continue to Enter the Stewards Monthly Acc^{ts} of the Fort Table Dyett which We find were delivered in as it ought but on Comparing it with the Storekeepers Accounts of Deliveries We find Margin Notes: & of M^r Feakes Store Acc^t to be annually El^d Plantacon Acc^t well kept & to be Continued Acc^t of Yam omitted for May & June	The like was said as to the demand made on President Feake for the overpayment to Doctor Thomlinson, which the Court would call on him for in London. 32: The bench was to remember and comply with its promises in paragraph 21, written in answer to the Court's letter sent by Governor Smith, in all the parts of that paragraph, for notwithstanding what was said of their being all duly complied with, the Court could not find that some of them were. The Court repeated that the account of stores be annually taken and the true remains rightly stated and examined, to see that they actually remained. The plantation account was rightly kept as to the live stock, showing monthly the remains of the live stock, what increase was added and what went out for the shipping or the fort table, so that the expense and increase for the whole year were easy to see, as well as the additions made by the planters who delivered any in part of their debts. The annual accounts were found entered in the consultations, which was to continue in future. The like account of the store remains was to be entered, but care taken that both be well examined as directed, to see that the last remains, with the additions afterwards made by new supplies, deducting what was sold or delivered out to the fort, the plantation or the shipping, agreed and balanced with the remains taken the next year, and that the goods were actually in the stores. 33: The plantation account noticed the quantities of yams delivered to the fort and for the blacks at the plantations monthly, except the last two months of May and June, but nothing was said of what remained nor of the monthly increase of them, which should not have been omitted. 34: The Court found it somewhat strange that the plantation, with so many cows, could not afford butter enough, the bench being forced to buy of the captain of the ship and formerly of Mr Carne, yet in his account several articles appeared which he was ordered to supply to the plantation. The steward's monthly account of the fort table diet was to continue to be entered, and it was now delivered in as it ought. On comparing it with the storekeeper's account of deliveries, however, the Court found [...] Interpretations The closing demand of paragraph 31 ran the overpayment recovery through three jurisdictions at once: the sum overpaid to Doctor Thomlinson, the chaplain sent to Bengal on 13 March 1719, was demanded of President Feake at the Bay while the Court reserved its own call on him in London. Charging the paying officer rather than the payee followed the standing rule that the makers of

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		Buying of Butter Complained of Stewards Monthly Acc^t to be Enterd but disagrees with	erroneous accounts bore the errors, as applied to the £428 2s 7d in Governor Pyke's account on 31 May 1721. Paragraph 32 stated the full reconciliation equation for the stores: last year's remains plus new supplies, less recorded issues to fort, plantation and shipping, must equal the next year's count, with a physical check that the goods actually lay in the rooms. The formula closed the difference between paper balance and real stock through which the faulty balances had run undetected since 1715, and it converted the bench's blanket claim of compliance into a checkable falsehood, since the Court matched each promise of paragraph 21 against performance. The butter query in paragraph 34 used cross-document audit in miniature. Purchases from a ship's captain and from Mr Carne implied the plantation dairy failed, yet Carne's own account showed him receiving supplies ordered for that plantation, so the two records together suggested Company inputs were feeding a private dairy that then sold its produce back. The Carne estate had been under audit since the valuation of 22 February 1716. The yams gap of May and June fell exactly where stock and growth figures would have revealed whether the ration crop was keeping pace, the measure the Court had tracked since ordering the deliveries and increase accounted under the plantation head, and a two-month silence on remains made the annual yield unverifiable.
201	198	General find they dont at all Agree, so that We can make no Judgement & there may be Room for great Errors to Our Loss by One or the Other, amidst this [...] Regulate We are sorry to find by the June Consultations that there was deliverd out to the Fort from the Storehouse Severale Casks of Wine with Arrack & other Particulars to the Amount of Three Hundred Eighty five Pounds Eleven shillings & five Pence Value, & that the Steward for the Acco^t for Said Month has Expended 86 Bottles Galicia Wine, [...]le Mountain D^o of Ale & 175 Gall Arrack, but gives no Cause to bring except only the Arrack, this is beginning &c, & for which the three of y^e Councile whom y^e given better are very Culpable, & seems to Us to be an Imposition on the Governour then but newly arrived & who therefore might be ignorant of Our Orders & your whole Practice, how could the Three say that the Stewards Acc^t was Examined & Approved while those Blanks were in it & the Totals so Right as to the Amount of only the other Articles. 36: We hope You will be as frugale or conveniently You can with Relation to the Diet Expences which appear to Us to be very great as to the Liquors especially in the Storekeepers Account of Feb^{ry} 1721/2 there were three Quarters Charged as deliverd for Diet Expences One & Sixty Gall Arrack Three Hundred & Seven Gall & a half of Madera Wine, & One Hundred & Eighty Eight Pound of Sugar & that this was not to Supply for time to come Seems Evident, because in the next Month is Charged to be deliverd Sixty Gall Arrack, One Hundred thirty Six Bottles of Madera & some other Wine, to time the following Monthly Acc^{ts} dont &c^a in half a that of Sixty but some of them are in Our Opinion much more than Expended by Sobriety is observed. We hope Our new Governour will put a stop to the Superfluity & take Care within the Steward in any being all directly Beulagem from Us. In the Consultation of January & Feb^{ry} 1723 the Stores Charged to be deliverd to the Fort in that January are One Hundred & ten Gall Wine & yet in the Stewards	The steward's account and the storekeeper's did not at all agree, so that no judgment could be made, and there might be room for great errors to the Company's loss by one or the other, or deceit amid the confusion. The Court was sorry to find by the June consultations that wine, arrack and other particulars to the value of £385 11s 5d were delivered out to the fort from the storehouse, and that the steward in his account for June mentioned expending 86 bottles of Galicia wine, 7½ [...] of Mountain, [...] of ale and 175 gallons of arrack, but put no figures to anything except the arrack. The three of council were very culpable in this, and it seemed to the Court an imposition on the Governor, then newly arrived, who might therefore be ignorant of the Court's orders and the bench's whole practice. How could the three say the steward's account was examined and approved while those blanks stood in it, with the totals right only as to the amount of the other articles? 36: The bench was to be as frugal as conveniently it could in the diet expenses, which appeared very great as to the liquors especially. The storekeeper's account of [...] 1722 charged as delivered for diet expenses 61 gallons of arrack, 407½ gallons of Madeira wine and 188 pounds of sugar, and this was not a supply for time to come, since in the next month 60 gallons of arrack and 136 bottles of Madeira beside other wine were charged as delivered. The following monthly accounts did not fall by half, and some of them were in the Court's opinion much more than sobriety allowed. The Court hoped the new Governor would put a stop to the superfluity and take care that neither the steward nor anybody else [...]. The consultations of January and February 1723 charged 110 gallons of wine delivered to the fort in that January, yet the steward's account for the month charged but eighteen. 37: The steward's account for February showed a further 20½ gallons of Madeira wine delivered for general charges. The Court did not understand what was meant by that, but as it appeared, it looked as if the delivery was designed to be concealed under that ambiguous head. Interpretations

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		Acc^t for that Month be charged but Eighteen. 37: We find further in said Stew^{ds} of Feb^{ry} twenty Gall & a half of Madera Wine more deliverd for Gen^{ll} Charges, We dont Understand what is meant by it but as it appears to Us it looks as if it was designd to be conceald under that ambiguous Head Margin Notes: the Storekeepers Frugality in Diet Expences Recommended & the Excess Compl^d of Comp^t Continued	The blank-quantities finding exposed the approval signatures as fictions: an account showing arrack at 175 gallons but no figures for the wine, Mountain or ale could not have been examined, yet three councillors certified it, and the Court read the certification as an imposition practised on a Governor too new to know the orders. The charge revived the method of the gunner's accounts query of 23 February 1722, where signatures unsupported by arithmetic convicted the signers, but here it also split the bench, protecting Smith while fixing the fault on the three who knew better. The two-account comparison gave the audit its teeth. Storekeeper deliveries of 110 gallons against steward receipts of eighteen in the same January meant 92 gallons existed on one book and not the other, the gap through which liquor could leave the stores without ever reaching the table, and the dead loss ran on the Company's own account since the fort table consumed at its charge. Madeira wine was the fortified island wine the Company had supplied since the programme of 4 February 1714 brought 25 pipes for St Helena as the substitute for arrack; Galicia and Mountain were Spanish wines, Mountain being a sweet Malaga. Their appearance by the hundreds of gallons in monthly diet charges showed the general table running at the scale condemned on 22 February 1716, when a leaguer of arrack a month and four to six bottles of wine a day were charged as a vice of the upper layer of the island. The general-charges entry in paragraph 37 identified the accounting refuge itself: an unitemised head absorbed whatever could not bear a name, so the Court treated the classification, not the quantity, as the evidence of concealment.
202	199	p James & Mary Heads, that if it should be sett in its true light We might disown & Censure it. 38: We likewise find considerable Quantities of other Stores & Goods Charged delivered to the Fort or Fortifications Monthly for which there dont appear to Us any tolerable Reason as they stand Expressed in the Acc^t and particularly of one sort or other for the Blacks, peradventure many of them may be fetched under Pretence of the Governours Order when he never Sent We recommend it to all of You but particularly to the new Govern^r to Regulate this that We may not suffer by Wast Sullenge or Fraud, We are in doubt whether this ought to be Charged to the Deliverer or the Receivers but to prevent abuse We hereby direct that for the future the Storekeeper deliver nothing for the Use of the Fort Table or Fortification or what is Sometimes called the Gen^{ll} Store without Order in Writing from the Governour, or when it is of some considerable Value without Order of the Governour & Council, by this Means he will have a Voucher for what he so delivers, & then he is not blameable if he dont not to justify such Monthly Issue lett him Open We expect him to be Answerable & be You acquainted So if ever You find him failing in this Particular as for Species & Value, if he hath Vouchers call them to Acc^t who received the Goods. 39: We further find in every Monthly Acc^t almost, severale Quantities of Cloathing European or Indian for the Blacks, this We dont like because We can have come to a Judgement what Our Blacks cost Us therin, We expect they be only Cloathd at times certain, & all together as those in England the Gentlemen do with their Coachmen & Footmen, this give them a thorough Livery Once in a Twelve Month & then have no farther Care on that Head till the next Season.	If the matter should be set in its true light, the Court might excuse and confine it. 38: Considerable quantities of other goods and stores likewise appeared charged as delivered monthly to the fort or fortifications, for which no tolerable reason appeared as they stood expressed in the account, and particularly of one sort or other for the blacks. Perhaps many of them were fetched under pretence of the Governor's order when he never gave it. All the bench, but particularly the new Governor, were recommended to regulate this, so that the Company did not suffer by waste, pillage or fraud. The Court doubted whether the loss ought to be charged to the deliverer or the receivers, but to prevent abuse it ordered that in future the storekeeper deliver nothing for the use of the fort table or fortifications, or what was sometimes called the general store, without an order in writing from the Governor, or, where the value was considerable, without orders of the Governor and council. By this means there would be a voucher for what he delivered and he could justify the monthly issues. He was to know that the Court expected him answerable, and to make good the equivalent if ever found failing in this particular as to species and value. If he had vouchers, the Court would take them as receipts binding those who received the goods. 39: Almost every monthly account further showed sundry quantities of clothing, European and Indian, for the blacks. The Court did not like this, because no judgment could be formed of what the blacks cost in clothing. They were to be clothed at fixed times and all together, as gentlemen in England did with their coachmen and footmen, giving them a thorough livery once in a twelvemonth and then taking no further care on that head until the next season. 40: Further remarks might be made on these and other matters, but the bench's notice of them in reply to the letters by the <i>Lethieullier</i> and <i>Essex</i>, promising

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		40: We might make further Remark on this & other Matters, but Your so severe taking Notice of them before in Our Letter p Lethieullier & Your promising a due Observance of Our Orders & Amending what We Complaind of &c among other that Your Consultations shall contain an Acc^{ts} of all Your Transactions in Our Affairs We forbear expecting Your due Comply with all & Assurances. 41: The Excuse made in Paragraph 29 of 24th Dec^r why the Faults of those You Censured were not Entered in Consultation or if they had We would think it was not more than they deserved appear to Us Margin Notes: further continued & nothing to be del^d Out of the Store without an Order in Writing Blacks to be Cloathd at a time certain further Remarks omitted in Expectacon that y^e acc^{ts} shall be fully mencond in Consultacon Persons faulty not to be Concealed	due observance of the Court's orders and amendment of what was complained of, and among other things that the consultations should contain an account of all transactions in the Company's affairs, led the Court to forbear, expecting due compliance with all the assurances. 41: The clause in paragraph 29 of the letter of 24 December, explaining why the faults of those blamed were not entered in consultation, or that if they had been, the persons would think it no more than they deserved, appeared to the Court [...] Interpretations The written-order rule in paragraph 38 redesigned the issue side of the stores as a voucher system with value thresholds: routine issues needed the Governor's written order, considerable ones the bench's, and the voucher once produced shifted liability from the storekeeper to the named receiver. The reform answered the precise abuse suspected, goods fetched on a pretended verbal order of the Governor, by abolishing verbal authority altogether, and it completed the storekeeper's warranty created on 23 February 1722 by giving him the documentary means to discharge it. The annual livery rule converted slave clothing from a running leak into a single auditable event. Scattered monthly issues defeated the costing ordered since 31 May 1721, when clothing was to be accounted apart by species and garment against the bench's 15 crowns a man, whereas one general clothing a year produced a fixed per-head figure comparable across seasons, on the model of an English household livery. Paragraph 40 recorded the Court consciously trading enforcement for assurance: the promises given in answer to the <i>Lethieullier</i> and <i>Essex</i> letters were accepted as the consideration for forbearing further censure, which made any future breach a breach of express undertakings rather than of general orders, the footing on which suit on the covenants had always been threatened.
203	200	General very thin it has been more to the Purpose if You had concealed the Faults of such as Amended after fair Admonition but to the others the Punishing should have been but Supported & Cleard from Censure by giving Your Reasons for it this We Mention for the future guidance of You all, if ever the like Occasion should present 42: By said Letter Paragraph 35 it is Suggested that such Care has been taken of getting in the Planters Debts which severall have Paid off that there are but few now Remaining in Comparison if Compared with what they were at their Entrance, We so find that some Care has been taken therin & Continued Since, whereas in the List by the Cesar You make their Standing out Four Thousand Seven Hundred Sixty Pounds, & in that by the Devonshire the Debts to the 24 March were very near Four Thousand Six Hundred Ninety Pounds, it true East of Both are Secured by Bonds & the last are some of them Encreased by Goods & Provisions since owning, but be it any way it too great a Sum to be Standing out, wherefore give no rest to Your Endeavours to lessen it from time to time according to the Rules We have given You, Wherein We have Recommended Lenity to Such as Pay as fast as they are able, Govern^r Pykes Debt is to be taken out of the Totale Amount of the List yet it will then be above Foure Thousand One Hundred & fifty Pounds. 43: Your said Letters Mention that M^r Cockburns & M^r Alexanders Debts were greatly Encreased by the Plantations they bought which are in a Florishing Condition & that they have lessend them by into more, as fast as they can, but We cant understand why they should have Our Money, Plantations with, which bring them in a Constant Profits	The clause appeared very thin. It would have been more to the purpose to conceal the faults of such as amended after fair admonition, while for the others the punishment would have been best supported, and cleared from censure, by giving the reasons for it. This was mentioned for the future guidance of all the bench if the like occasions should ever arise. 42: Paragraph 35 of the same letters suggested that such care had been taken in getting in the planters' debts, several having paid off, that few now remained in comparison with what they were at the entrance on the government. The Court did find that some care had been taken and continued since, but in the list by the <i>Caesar</i> the bench made the debts then standing out £4,760 0s 0d odd, and in that by the <i>Devonshire</i> the debts to 25 March were very near £[...],690 0s 0d. Part of both, it was true, was secured by bonds, and some of the latter had increased by goods and necessities supplied since, but either way it was too great a sum to be standing out. The bench was therefore to give no rest to its endeavours to lessen it from time to time according to the rules given, in which lenity was recommended to such as paid as fast as they were able. Governor Pyke's debt was to be taken out of the total of the list, and even then it would be above £[...],150 0s 0d. 43: The same letters mentioned that Mr Goodwin's and Mr Alexander's debts were greatly increased by the plantations they bought, which were in a flourishing condition, and that they had lessened them and would do so further as fast as they could. The Court could not understand why they should have the Company's money and plantations both, which brought them in a constant profit, with bonds securing only the principal. The bench itself reported that in other cases bonds

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		& We doubt to Secure & each only the Principale by Call Made, You tell Us that in other Cases that where You take Bonds it is not only forth Surities to Secure the Principale but the Interests too, which Shews they were Favourites notwithstanding the Assurance of the Penman to call it a false Representation, this deserves a Censure, as also for Returning no Answer to Paragraph 46 how the Moneys for which the Bills were drawn on Us for above five thousand One Hundred & fifty Pounds had been laid, only in generale that there is a large Supply now of Stores so that little will be wanted besides Rice & Sugar so to Refer to the Books to shew what is so Margin Notes: Debts to be got in as fast as possible but gentle Means Recommended Notice taken of the Debts due from Cap^t Alexander Goodwin to Cap^t Alexander no answer returned to Para 46 p Lethieullier	were taken with sureties to secure not only the principal but the interest too, which showed the two were favourites notwithstanding the writer's assurance that calling them so was a false representation. This deserved a censure, as did the returning of no answer to paragraph 46 on how the moneys for which bills were drawn on the Court for above £5,150 0s 0d had been laid out, beyond the generality that there was now a large supply of stores so that little would be wanted besides rice and sugar, with a reference to the books to show what was so [...] Interpretations Paragraph 41 set out the Court's publicity doctrine for discipline: faults amended after private admonition might properly stay out of the record, but punishments inflicted must carry their recorded reasons, since an unreasoned sentence in the consultations exposed the bench to the charge of animosity that the rule of the <i>Essex</i> instructions against breathing personal grudges under legal forms was meant to prevent. The favourites finding in paragraph 43 rested on the bench's own double standard with bonds. Ordinary debtors gave sureties for principal and interest, while Goodwin and Alexander, the officers whose cash bills and debts had been charged on 23 February 1722, held interest-free Company money invested in plantations yielding constant profit, so the differential terms proved the favouritism that the letter's writer had denied. The censure fell on the misrepresentation as much as the indulgence. The unanswered paragraph 46 was the surplus question put in the despatch of 23 February 1722, where bills above £5,150 0s 0d drawn between 10 March and 10 August were set against the island's quantified inflows and the bench challenged to find the error or produce the surplus. An answer in generalities with a reference to the books repeated exactly the evasion the question was framed to exclude, which was why the Court coupled it with the favourites matter under a single censure. The debt comparison across the <i>Caesar</i> and <i>Devonshire</i> lists applied the Court's running-balance method: two returns at different dates measured whether recovery outpaced new credit, and the instruction to strip Governor Pyke's debt from the total isolated the inhabitants' true position from the single largest official balance.
204	201	p James & Mary no ways Satisfactory nor even will be unless the Books came at the same time, it had been no great trouble to have sent the Acc^t in the Packet with the Letter, & that the Yearly Charges are lessend Considerably & will be annually for severale Years to come, had We been told wherein it had been much better & if We find it so in future as We hope now we shall it will give Us a Pleasure. 44: Touching the Cloathing of the Blacks of which in Our last Letter We Orderd an Acc^t to be sent what that & their Dyeting would yearly come to by Computation it is not come, to have lett Wee expect it by the next, We have before told You Our Minds, Your discharging the Planters Blacks from further Working on the carrying away of the Cesar We approve tho it was very late first, It is plain M^r Cowell has a considerable Credit for his in his Account for their Works at the Fortifications & for Fencing, & to be sure he would not Spare them while wanted at his own Plantations which are very large for Wee find he has seventy five Thousand Yams the Produce of their Labour, & always has a great Stock of Cattle yet he hath Scarce the twentieth Part in y^e Number of Ours, this shews to Us the Difference of Management & good Husbandry for You tell Us while We keep so many it will not be prudent for Us to Cost	The answer was in no way satisfactory, nor ever would be unless the books came at the same time. It would have been no great trouble to send the account in the packet with the letter. As for the claim that the yearly charges were considerably lessened, and would be annually for several years to come, the Court doubted not it would be much the better for it, and if found so in future, as was now hoped, it would give the Court pleasure. 44: Concerning the clothing of the blacks, on which the last letter ordered an account of what that and their dieting would yearly come to by computation, the account had not come to hand but was expected by the next ship. The Court had already given its mind on the matter. The discharging of the planters' blacks from further labour on the carrying away of the crane was approved, though it came very late at first. Mr Cowell plainly had a considerable credit in his account for the labour of his blacks at the fortifications and for fencing, and he certainly would not have spared them while they were wanted at his own plantations, which were very large, for he had 75,000 yams, the produce of their labour, and always kept a great stock of cattle. Yet he had scarce the twentieth part of the Company's number of blacks, which showed the difference of management and good husbandry. The bench had said that while the Company kept so many it would not be

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		out any of the Plantations which We find are never beside Our great own, which heretofore worked without any other, We desire here can say We should keep the best of the Blacks name the Buildings are done & should be glad they were well disposed of, Send as any as You can spare by this Ship to the West Coast young & healthy & with a few young Women among them the rest Provide up to Usefull Handicrafts such as Saw Cutters Carpenters Smiths Gardeners Whitsher two or three Bricklayers Fisherman to Work & Manage the Boats & so far all other Occasions for which You must else hire Men at daily Monthly or Yearly Salary 45: Send Us yearly among the other Avenues the Acc^{ts} of Customs, of whom, at what time, & for what Goods received & how such Goods are valued if You faile We shall resent it as it deserves & dont forget Our Orders for Seizing whatsoever You Catch that is run or not duly Entered before Ull Object of this give all the Commanders due Notice that they may not pretend Ignorance Fourthly Margin Notes: Acc^{ts} of the Charge of Blacks Cloathing Expected Blacks to be Sent to Bencoolen & others to be taught Handicrafts Acc^{ts} of Customs to be yearly Sent & all Goods to be Seized that are not duly Ent^d	prudent to part with any of the plantations, which were seven besides the great one, formerly rented out. The Court thought, however, that the fewest blacks should now be kept, the buildings being done, and would be glad they were well disposed of. As many as could be spared were to be sent by this ship to the west coast, young and healthy, with a fair list of them. The rest were to be bred up to useful handicrafts, such as coopers, carpenters, smiths, gardeners, a butcher, two or three bricklayers and fishermen to manage the boats, and so for all other occasions for which men must otherwise be hired at daily, monthly or yearly wages. 45: The account of customs was to be sent yearly among the other revenues, showing from whom, at what time and for what goods received, and how such goods were valued. Failure would be resented as it deserved. The orders for seizing whatever was caught run on shore, or not duly entered, were not to be forgotten, and all commanders were to be given due notice so that none could pretend ignorance. Interpretations The Cowell comparison in paragraph 44 turned a councillor's private success into the Company's indictment. With a twentieth of the Company's slaves he raised 75,000 yams and kept great herds, partly on credits earned hiring his blacks back to the Company for fortifications and fencing, so the same labour market that enriched him proved the Company's holding overmanned and undermanaged. The conclusion, ship the spare hands to the west coast and train the rest to trades, executed the surplus policy standing since 31 May 1721 now that the buildings whose completion was reported on 23 February 1722 had removed the last great labour demand. The trades list priced the alternative explicitly: every craft a slave learned displaced a hired man at daily, monthly or yearly wages, the substitution the Court had pursued since Mr Cleve was charged on 5 March 1713 with training blacks in joinery and carpentry, and the hired stone cutter at 3s 6d a day was held up against the training of the young on 31 May 1721. The customs return in paragraph 45 completed the revenue accounts ordered in the <i>Essex</i> instructions by adding the valuation basis to the bare receipts, since customs taken in goods could be understated at the point of valuing, and the paired seizure order extended the enforcement against unentered landings whose concealment had been charged over the Portuguese and French supplies on 23 February 1722. Speculations The Court's insistence that accounts travel in the same packet as the letters answering for them was probably aimed at the sequencing tactic the bench had used: promises and summaries came by the fast conveyance while the verifiable books followed a season later, by which time the assurances had already bought forbearance. Tying letter and ledger to one ship removed the interval in which generalities could stand unexamined.
205	202	General Fourthly Touching our Fortifications Buildings & Garrison Stores 46: We are pleased to find by the Acc^{ts} aforementioned that the Buildings are at an End all Works neer fair being finished as Expressed in Paragraph 24 of 24 Dec^r & See by the Acc^{ts} in Cesars Packet what is said to have been done in M^r Johnsons time, so that We hope We shall be at no more Expences on that Head in one while. 47: You wrote the Eighteen of Your great Guns are faulty & yet You have enough to defend the Island, Send them on the Same to Maby to the West Coast & While	A new head followed: fourthly, concerning the fortifications, buildings and garrison stores. 46: The Court was pleased to find by the accounts already mentioned that the buildings were at an end, all necessary works being finished as expressed in paragraph 24 of the letter of 24 December, and to see by the account in the <i>Caesar's</i> packet what was said to have been done in Mr Johnson's time, so that it hoped to hear of no more expenses on that head for a good while. 47: The bench wrote that eighteen of the great guns were faulty, yet that enough remained to defend the island. The faulty guns were to be sent on the <i>James and Mary</i> to the west coast, with a letter to the Company's

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		Our People there that if they have spare of carry upon Our Acc^t thythe so, if not send them as speedily as they can to Fort S^t George 48: We observe in the Gunners Monthly Acc^{ts} Entered in Consultation at severale times Quantities of Powder Spent We think Wastfully by firing larger Guns than You will at Salutes, at the Macclesfields Sailing there was but thirty Pounds Spent, but on the Governours Returning from on Board there there was fifty Nine Pounds & Eighty Nine Pounds for a Salute when he came from on board the Lethieullier in May there was Expended Nine Hundred & Twenty Six Pounds Weight great Part for Salutes which We think much too lavish, it is said the Guns ought to be Scaled every three Months because the Spray of the Sea soon Rust them but if so why might not that be done on Salutes whereas We find in November One Hundred & Six Pounds Charged as Expended for Scaling Guns besides what Spent in Memory of the 4th & 5th Nov^r Pray use more frugality & dont put Us to any needless Charge, Consider S^t Helena is a constant yearly Leak in Our Quick Stock & kept only for the Benefit of Our Returning Shipping without any other Advantage to Us. 49: What We have said before Touching the Monthly & Annuale Examina of the Goods & Stores does equally Respect the Gunners Acc^{ts} & We Order You to see there be no Superfluous or wrong Article therein & that when the Acc^t of Remains are taken to see not only to see they are right to Answer the Books but Examine the Particulars to see if they are actually in the Store Rooms East otherwise the Want be not found out till the Gunner is Dead or Gone & so no body left to make good the same. Margin Notes: Buildings finished approved Ordnance to be sent to Bencoolen Expence of Powder blamed Gunn^{rs} Acco^{ts} to be carefully Exam^d	people there that if they could dispose of any on the Company's account they should do so, and if not, send them on as speedily as they could to Fort St George. 48: The gunner's monthly accounts entered in consultation showed at several times quantities of powder spent, the Court thought wastefully, by firing larger guns than usual at salutes. At the <i>Macclesfield's</i> sailing only 30 pounds were spent, but on the Governor's returning from on board there were 59 pounds, and 89 pounds for a salute when he came from on board the <i>Lethieullier</i> in May. In all, 926 pounds weight were expended, great part for salutes, which the Court thought much too lavish. The bench said the guns ought to be scaled every three months because the spray of the sea soon rusted them, but if so, why might that not be done on salutes, whereas in November 106 pounds were charged as expended for scaling guns, besides what was spent in memory of the 4th and 5th of November. More frugality was urged, with no needless charge put on the Company. The bench was to consider that St Helena was a constant yearly leak in the Company's quick stock, kept only for the benefit of its returning shipping, without any other advantage. 49: What was said before concerning the monthly and annual examination of the goods and stores applied equally to the gunner's account. The bench was ordered to see there were no superfluous or wrong articles in it, and when the account of remains was taken, not only to see that it answered the books, but to examine the particulars to see they were actually in the storerooms, lest otherwise the want not be found out until the gunner was dead or gone and nobody was left to make good the same. Interpretations The Court's bare statement of the island's purpose, a constant yearly leak in quick stock kept only for the returning shipping, was the franker version of the dead-yearly-charge doctrine argued against the Ostend ships on 22 February 1716. Every economy demanded of the bench flowed from that premise: an establishment that produced no profit could justify expense only by necessity, which was why a salute weighed in pounds of powder. The salute arithmetic exposed graduated honours inflating with the person saluted: 30 pounds for a ship's sailing against 59 and 89 pounds for the Governor's own returns from on board made the Governor the costliest object of ceremony on the island. The scaling argument was turned against the bench by combination, since guns needing a quarterly clearing shot could take their scaling at salute times instead of charging 106 pounds separately, and the 926 pounds total continued the audit line run through Gunner Slaughter's irregular guard charges and Mr Collet's funeral on the earlier letters. The dead-or-gone warning in paragraph 49 applied to the ordnance stores the lesson of the accounting line: liabilities discovered only after the accountable officer's death proved irrecoverable, as with the faulty balances confessed after Captain Bazett died, so physical verification of particulars in the rooms had to precede, not follow, the loss of the man who must answer. The disposal route for the eighteen faulty guns ran down the Company's station hierarchy, offered first for sale on the west coast and otherwise forwarded to Fort St George, extracting salvage value or redeployment from ordnance the island could no longer trust, while the <i>James and Mary's</i> onward voyage carried them at no extra freight.
206	203	p James & Mary 50: The Account of Nineteen Barrils Powder Damaged by a Leak in the Powder Room the Account Seems to	50: The account of nineteen barrels of powder damaged by a leak in the powder room seemed to the Court the effect of great carelessness, or want of

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		Us the Effects of great Carelessness or want of frequent Inspecting the Powder Room. Wee find in the Consultation Book by the Gunners Acc^t of Feb^{ry} there is charged forty Seven Pounds Expended at Govern^r Johnsons Funerale & thirty Nine Pounds on M^r Byfields receiving him which Powder as the Consultation adds was fitt for no other Service if so it will equally Serve for Salutes therefore lett it be so used whilst it lasts. Fifthly Touching the Civil Governm^t or the Productions thereof & what Concerns any of the Inhabitants 51: The 35 Paragraph of Our last Letter tells You Our Standing Orders on this Head & We are Pleasd with Your Answer thereto Para: 33 in Case You act accordingly, but as to the Care You take in putting in a Covenant into all the Leases Lyke Grants to oblige the Tenants to Plant Wood which is well done, that can be but little Does not reach to the Free Land which is much the largest Quantity, Revive & putt into Execution Our former Orders on this Head. We are glad to understand the Islanders are come to themselves that they have in some Measure left off the Vice of Drunkenness that You trust but little Liquor & none by Retaile, & that they seem to Content & well Satisfyd with the Present Government, We hope they will always continue in the same good Temper & that none of You will give them Cause to be otherwise, a Mild & Just Government is the best way to prevent Complaints which the often Embroyld on trifling Occasions yet always begin & yet & Plead in just one. 52: Our last Letter told You they We should be glad to Part with all the Plantations & in this We have Mentioned that Wee are willing to lessen the Number of Our Blacks, & have Orderd Your Sending so many as You can Spare while younger to Marry the rest will not consume Your Objection that with You have engaging it will not be prudent to Part with any of the Lands, We expect You be an Opportunity Offers where the Number & that You Lease out such of said Plantations as You can best Spare when You have a Proper Person willing to take them. Margin Notes: Damage of Powder Complained of but what is bad to Serve for Salutes Orders about Planting Wood to be perused & put in Execution Plantacons to be Leased out & Number of y^e Blacks to be lessend.	frequent inspection of the powder room. The consultation book showed by the gunner's account 47 pounds charged as expended at Governor Johnson's funeral and 39 pounds on Mr Byfield succeeding him, which powder, as the consultation added, was fit for no other service. If so, it would equally serve for salutes, and was therefore to be so used while it lasted. A new head followed: fifthly, concerning the civil government, or the productions of the island, and what concerned any of the inhabitants. 51: The 35th paragraph of the last letter gave the standing orders on this head, and the Court was pleased with the bench's answer in its paragraph 33, provided it acted accordingly. The clause now put into all the leases and grants obliging the tenants to plant wood was well done, but that could reach only a little, not extending to the free lands, which were much the largest quantity. The former orders on this head were to be revised and put in execution. The Court was glad to understand the islanders had come to themselves, that they had in some measure left off the vice of drunkenness, that little liquor was trusted and none by retail, and that they seemed content and well satisfied with the present government. The Court hoped they would always continue in the same good temper, and that none of the bench would give them cause to be otherwise. A mild and just government was the best way to prevent complaints, which often arose on trifling occasions yet always grew if not [...]. 52: The last letter explained why the Court would be glad to part with all the plantations, and the present one mentioned its willingness to lessen the number of its blacks, with orders to send as many as could be spared on this ship. Against the bench's objection that while so many blacks were kept it would not be prudent to part with any of the lands, the Court expected an opportunity taken, as the number lessened, to lease out such of the plantations as could best be spared whenever a proper person was willing to take them. Interpretations The funeral and succession salutes recorded the transition on the island itself: Governor Johnson died in office with 47 pounds of powder fired over him, and Mr Byfield, second of council since the establishment of 5 March 1720, succeeded by the standing devolution with 39 pounds marking his accession, holding the government until Captain Smith arrived under the commission of 14 February 1723. The Court's treatment of the damaged powder showed its salvage economics at full stretch, since powder unfit for service would still burn in ceremony, so the nineteen spoiled barrels were assigned to cover exactly the salute consumption just condemned as lavish. The wood-planting gap identified the limit of covenant-based policy. Obligations written into Company leases bound tenants, but the free lands, held in absolute tenure under the five-year rule of the by-laws of 20 March 1680, lay outside any landlord's reach, so afforestation of the largest part of the island required the revival of the general orders rather than conveyancing clauses. Paragraph 52 resolved the circular objection holding the land and labour policies hostage to each other. The bench argued the plantations could not go while the slaves remained to be employed; the Court ordered both reduced in step, slaves shipped as spared and plantations leased as vacated, so that neither retention could justify the other, completing the divestment reasoning of the <i>James and Mary</i> letter's earlier paragraphs and of the despatch that preceded it. The credited improvement in sobriety, with liquor no longer trusted by retail, reported the execution of the credit bar laid down in the <i>Essex</i> instructions, the first recorded success of the anti-drunkenness policy

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			pressed since the population arithmetic of 22 February 1716.
207	204	General 53: Wee were not a little Surprized to read Your Consultation of March last, that Mentions You were willing to Buy Yams Stands the Company have but little Watered Land, the Water failing by the Unkindly Season what can be said to the then Managers for the Company who had all the Island in their Hands, could they not force Dry Seasons might come, & if the above Assertion is true it is a Sign We have not been well dealt with, but We rather apprehend there is not that Application for bringing Water, which Sometimes & in Some Places must be done without Rain & Labour, You own Governour Pyke told You where to have Sufficient to Supply the Plantation Garden without for Grass Lands, & Gerrard Roberts Shewd the Planters how to bring it to their Plantations, You have Hands & Materials enough, lett Us find You have as much Willingness Application & Ingenuity 54: We are glad at last to find You have begun in earnest to Fence in the Great Wood. Compleate it all You can by applying as many as You can Spare of Our Blacks to that Service, that there has been great Embezelments formerly is very Evident from M^r Cowells, but a Goodside, where We find he hath Credit not only for Fencing Work to D^o for Us, but even for Wood that he sold which You ought all to Blush at the very hearing of who more than of Yourselves the Great Wood was all Ours, You had Blacks in abundance what work they fitt for, if they could not bring You Wood, or rather what were you then Councile fitt for, while they consented to Unjust of a Planter. 55: Wee observe You lett Our Land for four shillings an Acre & yet give William Charlton for his Ten Acres Sixty Pounds, is Land worth thirty Years Purchase at S^t Helena, Wee think this such a Piece of ill Management as to former Trustees, the Buyers ought to make so good the Loss unless those many other Reasons that dont appear to Us in the Consultation, We hope to know what M^r Byfeld & the other two can say for this, & why they did not Vouchsafe to take Notice of it in the Generale Letter according to their Duty & Our Orders, Such Management will never Cleare Us in the End Except them, if We have any thing like it in future, they began well enough how unaccountably Was have found purchasing more Land or Medling with any except in the last Necessity for Securing a Debt, & even then not to keep but Layhit out again therefore so far is following the Pretence of its being near Rubins's Coming Wooded Sell it or Lease it out & lett Us have Margin Notes: Endeavours to bring more Water to Companies Plantacons enjoyned Fencing the Wood Commended but Imbezelm^{ts} Wood of the Gr^t severely blamed Purchase of y^e Land of W^m Charlton blamed Lands to be agⁿ sold	53: The Court was not a little surprised to read the consultation of March last, mentioning that the bench was willing to buy yams because the Company had but little watered land, the rains failing in the unkindly season. What could be said of the former managers for the Company, who had all the island in their hands? Could they not foresee that dry seasons might come? If the assertion was true, it was a sign the Company had not been well dealt with, but the Court rather apprehended there was not that application for bringing water, which in some places could be done without rain. The bench itself owned that Governor Pyke had told it where to have sufficient to supply the plantation garden, and Governor Roberts showed the planters how to carry water to their plantations. The bench had hands and materials enough; the Court wished to find it had as much willingness, application and ingenuity. 54: The Court was glad at last to find a beginning made in earnest to fence in the great wood. The bench was to expedite it all it could, applying as many of the Company's blacks to the fencing as could be spared. Great mismanagement formerly was very evident from Mr Cowell's account, where he had credit not only for fencing work done for the Company but even for wood that he sold it, which all might blush at the very hearing of, and those of the council more than any. The great wood was the Company's own and blacks were in abundance. What were they fit for, if they could not bring in wood, or rather what was the then council fit for, while they were so employed as to enrich a planter? 55: The Court observed that the bench gave William Charles for his ten acres £60 0s 0d in land worth thirty [...] at St Helena. This seemed such a piece of ill management that the buyers ought to make good the loss, unless there were other reasons that did not appear in the consultation. The Court desired to know what Mr Byfield and the other two could say for this, and why they did not see fit to take notice of it in the general letter according to their duty and the Court's orders. Such management would never please the Court. Purchasing more land, or meddling with any except in the last necessity for securing a debt, was forbidden, and even then the land was not to be kept but let out again. Considering the goodness of the parcel, lying near [...] and being wooded, the bench was to sell it or lease it out and advise the Court [...] Interpretations The drought scepticism in paragraph 53 rested on accumulated institutional memory: the irrigation knowledge existed on the island, Governor Roberts having carried water to convenient places before his departure as recorded on 5 March 1713 and Governor Pyke having identified the sources for the plantation garden, so a plea of failed rains was read as failed application. Buying yams while holding all the land inverted the self-sufficiency expectation maintained since the plantation was to feed the table with a surplus, and the Court charged the gap to management rather than weather. The Cowell wood account completed the portrait begun in paragraph 44. A councillor credited for fencing the Company's own wood and then for selling the Company wood from it had converted a common resource into a private revenue twice over, with the bench's blacks idle in abundance while the Company paid a planter for what its own labour should have fetched, the conflict of interest between councillors' estates and Company policy exposed since Mr Bazett's hire-rate manipulation on 22 February 1716.

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			The William Charles purchase breached the divestment rule in both direction and price: land was to leave the Company's hands, not enter them, and £60 0s 0d for ten acres worth half showed the bench paying double against its own market. The demand on Mr Byfield and the other two, with the make-good remedy held over the buyers, applied the personal restitution principle to land dealings exactly as it had been applied to the Portuguese sugar, and the failure to mention the transaction in the general letter compounded the offence under the notice rules of paragraph 12. The great wood fencing protected the island's timber and the young trees from the goats and cattle that ranged the commons, the enclosure being the precondition of the afforestation policy whose limits on the free lands paragraph 51 had just measured.
208	205	p James & Mary how to whom & for what. 56: Wee have a Petition from William Beale setting forth his having Lived twenty three Years on the Island, that he was thereon Assistant to M^r Le the Surgeon, that he served four Years als Surgeon, & as he was well acquainted with the Constitutions of the Inhabitants & Distempers of the Island he had very good Success in that very few Slaves or others dyed in his time, but because he was not on all Skilled in Latin as we others was who Pretended, M^r Byfeld turned him out, on which he Says, to be Disconsolate or Permitted to go with his Family off the Island, he owns he is indebted to Us this being the Case as he States it We leave it to You to do therein what You think fitt but take Care he Pay or Secure to Us what he owes before he goes off the Island in Case he desires to Quit it. 57: We have a long Complaint from One Henry Johnson that he was put out of the Companies Service for alledging some Mistakings to Our Loss against Joseph Beale & M^r Van Custom which he offerd to Prove to Govern^r Johnson who refused to hear him, & therefore Prayed Our Orders that he may be allowed to Prove his Allegations & then to be Restorated into the Service or to have Some Allowance towards his keeping Subsist, by the Consultation dated Since his Letter We find You have Reentertained him, We Suppose that has Satisfyed him, if all insist to make good his Allegations hear him & do as justice requires 58: We have a Letter from M^r Free complaining Our Orders about him have not been Executed through the Contrivance of those the Governour & the Council who bought the princepts of the Goats his Cattle & Blacks at under Prices, intimidated his Witnesses so that he could have no Justice & be Quietd, do You give him a Rehearing according to Our former Orders, Lett his Witnesses have free Liberty to give their Testimony, & Judge on the whole according to Equity & good Conscience if any of the Council which he Charges or have suffered him aloud over take their Resentment of Right or Wrong Vote against him We doubt not but Our Governour who is Unconcerned will take Notice of it, & Send Us a true State thereof with his Opinion on the whole in Case he should differ with them in Judgement 59: We have Received a Letter Signed by Our Governour M^r Alexander & M^r Goodwin recommending M^r Benjamin Hawkes to Our Favour, & giving him a good Character as to Diligence & Application &c Margin Notes: Compl^t of the Quack Doctor referd to Gov^r & Council Also the Compl^t of Hen: Johnson referd to Gov^r & Council likewise the Comp^t of Thom: Free referd to the Gov^r & Council	The bench was to advise to whom and for what the land went. 56: A petition was received from William Beale, setting out that he had lived 23 years on the island, that he was chosen assistant to Mr Le[...] the surgeon, that he served four years under the surgeon, and that having got acquainted with the constitutions of the inhabitants and the distempers of the island he had very good success, very few of those under his care dying in his time. Because he was not skilled in Latin as some others were who pretended to be, Mr Byfield turned him out, on which he prayed to be reinstated, or permitted to go with his family off the island. He owned he was indebted to the Company. That being the case as he stated it, the Court left it to the bench to do what it thought fit, but care was to be taken that what he owed was paid or secured before he went off the island, if he chose to quit. 57: A long complaint was received from one Henry Johnson, that he was put out of the Company's service for alleging some misbehaviour, to the Company's loss, against Joseph [...] and Mr C[...], which he offered to prove to Governor Johnson, who refused to hear him. He therefore prayed orders that he might be allowed to prove his allegations and then be readmitted into the service, or have some allowance towards his subsistence. The consultation dated since his letter showed that the bench had re-engaged him, which the Court supposed had satisfied him. If he still insisted on making good his allegation, the bench was to hear him and do as justice required. 58: A letter was received from Mr Free, complaining that the Court's orders about him were not executed, through the connivance of the Governor and the council, who bought the primest of his goods, his cattle and blacks at under prices, and intimidated his witnesses so that he could have no justice. The bench was to give him a rehearing according to the former orders. His witnesses were to have free liberty to give their testimony, and judgment was to be made on the whole according to equity and good conscience. If any of the council whom he charged with oppressing him should let their resentment, right or wrong, govern their votes against him, the Court did not doubt that the Governor, who was unconcerned in the matter, would take notice of it and send home a true state of the case with his opinion on the whole, in case he should differ from them in judgment. 59: A letter was received signed by the Governor, Mr Alexander and Mr Goodwin, recommending Mr Benjamin Hawkes to the Court's favour and giving him a good character for diligence and application to [...] Interpretations The Free rehearing reopened the case pending since paragraphs 43 to 47 of the despatch of 31 May 1721, when his letters of June and December 1720 charged the suppression of his petitions and the forced sale of an estate appraised at £588 0s 0d, and the Court

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		Benj ⁿ Hawkes (alias Canas Scray) Recommended	ordered him heard with his witnesses before the <i>Drake</i> sailed. His new complaint alleged that the very remedy was defeated by the judges' interest, the bench having bought his goods, cattle and blacks at under prices, so the Court restructured the tribunal: the councillors remained the judges, but Governor Smith, personally unconcerned, sat as London's observer with a dissenting report channel, splitting the bench's judicial power from its self-interest. The Beale petition exposed credentialism as an instrument of removal. A practitioner of 23 years' local experience, with a claimed record of few deaths, was displaced for want of Latin, the badge of formal physic, and the Court declined to adjudicate the medicine while securing the money: whatever the bench decided, the debt had to be paid or secured before the man left, the standing exit control on departing debtors. The Henry Johnson case showed the whistleblower problem the disciplinary ladder was built for. Dismissal for offering to prove misbehaviour against named men inverted the informer-protection policy declared on 22 February 1716, when pardon was promised to informers giving good information, and the Court's order, hear him if he still insists, kept the allegation alive past his re-engagement so that reinstatement could not be used to buy silence.
209	206	General p James & Mary to Business &c Wee have also a Letter from him desiring to their Testimony is fair regen We hope that he will Merit it by his Continuance in well doing, We do hereby appoint him to be Fifth & Youngest of Councile & in Case of a Vacancy to Rise in Councile & then Answer in Salary. We are Your Loving Friends London 31 Dec^r 1723 Jo^s Wordsworth John Heathcote Edw: Turner Henry Lyell E Harrison W^m Aislabie Rich^d Boulton Jo Wordsworth jun^r Abrah: Addams John Eccleston Henry Kelsey Barth^w Lyle Caleb Cotesworth Tho^s Martin Fran: Child John Bance	Mr Hawkes was recommended for his diligence and application to business. A letter was also received from him, referring to their testimony, and the Court hoped he would merit it by his continuance in well doing. He was hereby appointed fifth and youngest of council, with the right in case of a vacancy to rise in the council in his turn. The letter was dated at London on 31 December 1723 and subscribed as from the bench's loving friends, signed by Josias Wordsworth, John Heathcote, Edward Turner, Henry Lyell, Edward Harrison, William Aislabie, Richard Boulton, Joseph Wordsworth junior, Abraham Addams, John Eccleston, Henry Kelsey, Bartholomew [...], Caleb Cotesworth, [...] Martin, Francis Child and John [...]. Interpretations The Hawkes appointment showed the recruitment circuit for council places running through joint recommendation. A character signed by the Governor and two councillors, supported by the candidate's own letter, secured a London appointment to the fifth and youngest seat, and the express right to rise by seniority on vacancies confirmed succession by station as the rule, the same devolution by which Mr Byfield had taken the government on Johnson's death. Enlarging the bench from the four-member establishment of the <i>Essex</i> instructions of 14 February 1723 to five restored the council to the strength of the 1713 establishment. The date of 31 December 1723 placed the <i>James and Mary</i> letter some ten months after the <i>Essex</i> instructions, with its acknowledged island letters running through 1723 and its references to consultations as late as the January and February of that year, fixing the despatch as the first full general letter addressed to the Smith administration in operation.
210	207		
211	208	Gen^{ll} Letter p Grantham dated 12^o Februry 1724 Our Governour & Council of S^t Helena 1: The last Letter Wee wrote You was of the 31 Dec^r 1723 by the James & Mary which being arrived with You Wee need not Send its Copy. Since the date thereof We have received by Our returned Ships Your Severale Letters following Viz^t of 2^d	A new general letter followed, sent by the ship <i>Grantham</i>, dated 12 February 1725, addressed to the Governor and council of St Helena. 1: The last letter from the Court was of 31 December 1723 by the <i>James and Mary</i>, which having arrived at the island, no copy needed sending. Since its date the Court received by its returned ships the bench's several letters, namely those of 2 and 11 January 1724 from Governor Smith, also the general

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		Jan^{ry} of 11th of that Month from Governour Smith also Your General Letters of y^e 3^d of y^e January of y^e 7th February, of y^e 8th & 16th March 1723/4 of 29th Aprill, 16th May of y^e 10th June & 3^d July 1724, this last by the Hannover giving an Answer to Our aforesaid Letter by the James & Mary. We have likewise received Your Consultations from 30th July 1722 to 30th June 1724 to all which & the Several Papers contained in y^r Packets We are now to give Answer & make further Additions & like to write Our usuale General Heads so far as Wee Shall judge Necessary which at present will be but very Short because We find so plain & full Answer to most of the particulars in Our aforesaid Letter, of what You have done & promise You will do in Obedience to the Rules from time to time Prescribed for Your Government as well Negative as positive And First concerning Shipping returned and sent or Sending out 2: Since the date of Our aforesaid Letter p James & Mary it hath pleased God the following Shippes are arrived with Us in Safety Viz^t the Barrington from Mocha the 11 March, The Stanhope from Bombay but last from Madrass 19th Aprill the Carnarvon from Madrass the Same day the Cadogan from thence the next day the Craggs from Mocha 26 May the King George from Bombay 27th D^o the Lethieullier from the West Coast & Bombay the Sarum from the Bay, the Mary & Derby from the Coast & Bay & the Eyles from Fort S^t George the 10th July the Bridgewater from Bengale & the Mountague from China 11th July the Princess Anne from China 8th Aug^t the Hertford from China & the Walpole from thence & Madrass 9 Sep^t & the Hannover from Bombay 16th of that Month 3: The Shippes Sent & Sending out to all Our Settlements and elsewhere in the East Indies this Season are Viz^t Margin Notes: Letters and Consultacons rec^d Arrival of Shippes	letters of 3 January, 3 February, 1 and 16 March, 29 April, 16 May, 13 June and 3 July 1724, the last by the <i>Hanover</i>, giving an answer to the Court's letter by the <i>James and Mary</i>. The consultations from 30 July 1723 to 30 June 1724 were likewise received. To all these and the several papers in the packets the Court now gave answer, with further additions under its usual general heads so far as judged necessary. The answer would be but very short, because the Court found so plain and full an answer to most of the particulars in its letter, of what the bench had done and promised to do in obedience to the rules from time to time prescribed for its government, negative as well as positive. And first, concerning shipping returned and sent or sending out. 2: Since the date of the letter by the <i>James and Mary</i> it had pleased God that the following ships arrived safely in England: the <i>Barrington</i> from Mocha on 11 March; the <i>Stanhope</i> from Bombay but last from Madras on 19 April; the <i>Carnarvon</i> from Madras the same day; the <i>Cardigan</i> from there the next day; the <i>Craggs</i> from Mocha on 2[...] May; the <i>King George</i> from Bombay on 27 [...] and the <i>Lethieullier</i> from the west coast and Bombay; the <i>Sarum</i> from the Bay; the <i>Mary and Derby</i> from the Coast and Bay, and the <i>Essex</i> from Fort St George on 10 July; the <i>Bridgewater</i> from Bengal and the <i>Montague</i> from China on 11 July; the <i>Princess Anne</i> from China on 1 August; the <i>Hartford</i> from China and the <i>Walpole</i> from there and Madras on 9 September; and the <i>Hanover</i> from Bombay on 16 September. 3: The ships sent and sending out to all the Company's settlements and elsewhere in the East Indies this season were as follows. [...] Interpretations The opening verdict marked the turn of the correspondence: for the first time in the run of letters since 31 May 1721 the Court declared most of its particulars plainly and fully answered, and shortened its despatch accordingly. The remark that obedience was rendered to the rules negative as well as positive credited the bench with observing the prohibitions, the bills bans, purchase bans and transfer bans, whose breach had filled the previous letters, recording the Smith administration's compliance as measurable in the brevity of the rebuke. The acknowledgment list itself demonstrated the correspondence discipline in operation, with nine letters across six months, separate letters from the Governor, a reply matched to the <i>James and Mary</i> despatch and eleven months of consultations delivered in course, the cadence the paragraph-by-paragraph and double-conveyance rules of the <i>Essex</i> instructions of 14 February 1723 had been designed to produce. The arrivals recital closed the season opened in the letter of 31 December 1723, with the <i>Essex</i> herself home from Fort St George and the <i>Lethieullier</i>, whose captain stood charged with carrying away the slave Bunjar, returned from the west coast and Bombay and so now answerable in London.
212	209	General The Princess Amelia 350 John Misner Benjar & Mocha Drake 390 W^m Westoban Mocha Berwick 480 R^d Goffright Fort S^t George Lyett 470 Cha^s Snell Bengall The Houghton 450 Edw^d Gibbon China The Cesar 430 W^m Mabbot China The Marlborough 430 Jⁿ Micklefeild Coast & Bay The Lynn 450 Geo^e Elliston Coast & Bay The Eyles 430 James Winter Coast & Bay The Endfield 450 Cha^s Digby Coast & Bay	The list continued: The <i>Princess Amelia</i> 350 tons, Captain John Misenor For Benjar and Mocha The <i>Drake</i> 390 tons, Captain William [...] For Mocha The <i>Fordnich</i> 480 tons, Captain Richard Gosfright For Fort St George The <i>Lyell</i> 470 tons, Captain Charles Small For Bengal The <i>Houghton</i> 450 tons, Captain Edward Gibbon For China The <i>Caesar</i> 430 tons, Captain William Mabbot For China The <i>Marlborough</i> 430 tons, Captain J[...] Micklefield For the Coast and Bay The <i>Lynn</i> 450 tons, Captain [...] Eliston For the Coast and Bay

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		The Wyndham 470 Robert Lyell Coast The Devonshire 440 Laur^{ce} Prince Coast The Grantham 430 Anna Field S^t Helena & West Coast 4: The Amelia Sailed out of the Downs 6th Oct^b the Drake 12 November, the Berwick & Lyett were dispatcht by Us 12 Nov^r but being detained by contrary Winds in the Downs & since at Portsmouth did not Saile thence till the 7th January 5: The two China Shippes on which go Mess^{rs} Godfrey Newman Turner Lewes & Tucker as Supra Cargoes or the China Councile were dispatcht 21st Dec^r but for want of a fair Wind did not leave the Downs till 6th Jan^{ry} 6: The Marlborough Lynn Eyles & Endfield were dispatcht by Us 21st & Sailed from the Downs the 30th with a fair Wind. 7: This comes to You p the Grantham, in her Packet You will find her Charter Party Sent for Your Notice & Guidance whilst the Stays with You besides Send it along with Your Packet to the Deputy Governour & Councile on the West Coast 8: The Answer given in Your Letter by the Hannover to the 3rd Paragraph wrote You under the s Head was in generale Satisfactory 9: Your Diligence in Unloading the James & Mary in Ten Working Days deserves Our Notice & Approbation, We observe the Reasons that kept her Sometime longer before She Sailed 10: We earnestly Recommend to You the like Diligence for hastening away this Ship Grantham that You will continue to take Notice in all time coming when any of Our Storeships arrive with You, of the Order for keeping an Acc^t of the Wind & Weather & of the Ships Working Mentioned in Margin Notes: Ships Sent or Sending to India Some of them Sailed Dispatch China Names of y^e Supra Cargoes More Sailed Charter Party to be sent to Bencoolen Answer p y^e Hannover accept^d Dispatch of y^e James & Mary Commended Dispatch of y^e Grantham to be hastened	The <i>Eyles</i> 430 tons, Captain James Winter For the Coast and Bay The <i>Enfield</i> 450 tons, Captain Charles Rigby For the Coast and Bay The <i>Wyndham</i> 470 tons, Captain Robert Lyell For the Coast The <i>Devonshire</i> 480 tons, Captain Laurence Prince For the Coast The <i>Grantham</i> 430 tons, Captain [...] For St Helena and the west coast 4: The <i>Princess Amelia</i> sailed out of the Downs on 6 October and the <i>Drake</i> on 12 November. The <i>Fordwich</i> and <i>Lyell</i> were dispatched on 12 November, but being detained by contrary winds in the Downs and afterwards at Portsmouth, did not sail thence until 7 January. 5: The two China ships, on which went Messrs Godfrey, Newman, Turner, [...] and Tucker as supercargoes or the China council, were dispatched on 21 December, but for want of a fair wind did not leave the Downs until 6 January. 6: The <i>Marlborough</i>, <i>Lynn</i>, <i>Eyles</i> and <i>Enfield</i> were dispatched on the 21st and sailed from the Downs on the 30th with a fair wind. 7: The present letter came by the <i>Grantham</i>. Her packet contained her charter party, sent for the bench's notice and guidance while she stayed at the island. Before she sailed, it was to be sent along with the bench's packet to the Deputy Governor and council on the west coast. 8: The answer given in the letter by the <i>Hanover</i> to the third paragraph written under this head was in general satisfactory. 9: The bench's diligence in unloading the <i>James and Mary</i> in ten days of labour deserved the Court's notice and approval. The reasons that kept her some time longer before she sailed were observed. 10: The like diligence was earnestly recommended for hastening away the <i>Grantham</i>, and the bench was to continue in all time coming, when any of the Company's store ships arrived, to observe the order for keeping an account of the wind and weather and of the ship's unloading, mentioned in paragraph [...] Interpretations The China council named in paragraph 5 continued the collective management introduced with the despatch of 23 February 1722, when a council in the nature of a factory under Mr Naish was settled for all four China ships in place of supercargoes for each, the five officers now governing the season's two ships jointly so that commercial decisions at Canton were taken by a standing body rather than ship by ship. The ten-day discharge of the <i>James and Mary</i> recorded the lay-day discipline finally met in practice. The standing allowance, enforced since the <i>Craggs</i> protest of 1720 was made the model on 31 May 1721, had figured in every letter as a failure or a warning; its clean performance, with the further delay explained and accepted, converted the <i>James and Mary</i> into the precedent the <i>Grantham</i> was now to match. The charter party relay in paragraph 7 repeated the routing used for the <i>Essex</i> and ordered since the <i>Drake</i>'s specimen travelled in the Bencoolen packet under the despatch of 31 May 1721, the contract following the ship from station to station so that the lay days and covenants bound every port of call.
213	210	p Grantham Para 11 of Our Letter by the James & Mary which We find You nicely complied withall as to that Shipp as appears by Your 9th Parag of y^e 16 June 11: The Owners of Severale of Our Shippes having complained of the lavish Expence of Powder in Salutes at Our Severale Ports abroad, We have Settled a New	Paragraph 11 of the letter by the <i>James and Mary</i> was found nicely complied with as to that ship, as appeared by the bench's ninth paragraph of 13 June. 11: The owners of several of the Company's ships having complained of the lavish expense of powder in salutes at the ports abroad, the Court settled a new regulation on that head, both for its own forts and for the shipping, which it gave for the bench's government

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		Regulation on that Head as well with Relation to Our own Forts as to Shipping & which We advise for Your Government also Viz^t That all Our Europe Shipps upon their first Arrivale in any Port in India Salute the Fort with no more than Nine Guns & that the Forts return the like Number, That upon the Captains first coming on Shoar from Europe or Dispatch hither they Shall fire but Nine Guns & at all other times of Salutes the Captains only Seven, That all Country Shipps be Answerd with no more than five Guns (Forreigners Excepted) this Clause We Suppose will rarely affect You, That the Governour or any of the Councile or other Persons going on board do not Saluted with more than Nine Guns at their coming or going off & that no other Guns be fired during their Stay on board, That as much frugality as possible be used in the Expende of Powder upon all Festivals or all Funerals & all other Occassions of Salutes 12: If You shall receive from Edward Harrison, Abraham Addams, Josias Wordsworth Esq^r & Sir Matthew Decker Bar^t whom We have appointed to be a Secret Committee for this Year or any three of them any Orders about Shipping or other Matters usually left to their Committees direction You must be Sure to observe them as if Signed by the whole Court 13: Continue to Advise Us from time to time of all Shipps when arriving at & departing from S^t Helena & of the News You can learn of Shipping from all Parts of the East Indies 14: We have for these two Years last past Directed all Our Outward bound Shipping not to touch at the Cape in their Return homeward, without the utmost reale Necessity have sent the like Orders to all Our Settlements abroad We continue the Same this & let them all know We design it for a Standing Order till they hear otherwise from Us 15: We are pleased with the Governours Surveying the Sev^l returning Shipps & Sending Us his Report how he finds them We desire the same continued for the future. 16: Your Complaint against Cap^t Hunter has been & will be further taken Notice of, as to his hastening away so Suddenly Margin Notes: To Save the Expende of Powder no more than Nine Guns to be fired at Salutes Orders from Comtee of Secresy to be obeyed Advise of Shipping to be yearly Sent Orders to forbid the Outward bound Ships touching at the Cape Repeated Survey of Shipping to be continued Complaints	also. All Europe ships on their first arrival in any port in India were to salute the fort with no more than nine guns, and the forts were to return the like number. On the captains' first coming on shore from Europe, or their dispatch thither, nine guns were to be fired, and at all other times of salutes the captains were to have only seven. All country ships were to be answered with no more than five guns, foreigners excepted. One clause, the Court supposed, would rarely affect the island: that the Governor, any of the council or other persons going on board be saluted with no more than nine guns at their coming or going off, and that no other guns be fired during their stay on board. As much frugality as possible was to be used in the expense of powder on all festivals, at funerals and on all other occasions of salutes. 12: Any orders received from Edward Harrison, Abraham Addams and Josias Wordsworth Esquires and Sir Matthew Decker Baronet, appointed the secret committee for this year, or any three of them, about shipping or other matters usually left to that committee's direction, must be observed as if signed by the whole Court. 13: The bench was to continue advising from time to time of all ships arriving at and departing from St Helena, and of the news learned of shipping from all parts of the East Indies. 14: For the past two years the Court had directed all its outward-bound shipping not to touch at the Cape, nor on the return homeward, without the utmost real necessity, and had sent the like orders to all its settlements abroad. The same was continued, and all were to know it was designed as a standing order until they heard otherwise. 15: The Court was pleased with the Governor's surveying the returning ships and sending his report of how he found them, and desired the like be continued in future. 16: The bench's complaint against Captain Hunter had been and would be further taken notice of, as to his hastening away so [...] Interpretations The salute tariff of paragraph 11 imposed a Company-wide ceiling graduated by status: nine guns for first arrivals, fort returns and persons of the Governor's rank, seven for captains on ordinary occasions, five for country ships and none beyond the entry salute during a visit on board. The scale answered the island's own record, the 59 and 89 pounds spent on the Governor's returns from on board condemned in the letter of 31 December 1723, by converting frugality from an exhortation into fixed numbers, and its origin in the shipowners' complaint showed the cost of ceremony falling on private owners' powder as well as the Company's. The Cape prohibition declared as a standing order generalised the policy disclosed to the islanders in the <i>Essex</i> instructions, where outward captains were already forbidden the Cape so that St Helena's provisioning market would hold. Extending it formally to the homeward leg and to every settlement made the island the fleet's sole sanctioned refreshment point in the south Atlantic, with necessity alone excusing a breach. The secret committee was renewed for the year with Harrison, Addams, Wordsworth and Decker, the annual reconstitution now visible as routine, with the three-signature quorum binding the bench unchanged since the committee's creation on 22 February 1716. The clause thought rarely to affect the island, limiting salutes for persons going on board, in fact struck the precise practice the powder audit had exposed, and its inclusion in a general regulation allowed the Court to bind the Governor's honours without singling him out a second time.

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214	211	p Grantham Settlements Abroad have Ordered Stopping their Hands from Supplying more. 21: But Since the Case is Stated as at present We direct that You forbear buying out of any of the Returning Shipping the like Sorts of Goods or Such as may Answer to the like purposes untill Your present Stock is at least very near exhausted & even then We would not have any bought without reale Necessity, because as We have often told You Wee can Supply You much Cheaper at the first hand from India 22: We observe & Commend You for it, that You chose rather to take Cap^t Hudson (in the Princess Anne) Bills payable to the Company for what You Supplied him than the Goods he offered You in Barter at his dear Rate Thirdly Touching Our Servants Civil and Military, the Acc^{ts} of S^t Helena in Gen^{ll} & also concerning Our Slaves, Cattle, Lands & Revenues 23: We have received the Lists of Salaries the Pay of the Officers & Souldiers the Wages of others in Our Service We have two of them both Sent by the Hannover but they dont Agree which is a Fault deserving Censure nor are the Number of Persons inserted, let those whose Business it is to draw them out take better Care in future in Examining Dating & Signing them that Wee may know whom to blame if not done as they Should for be assured Wee will not pass by a Second fault of this Nature so easily 24: The putting a Stop to farther Transfers excepts only where the Debts to Us are paid thereby is pleasing & deserve Our Notice, never let that Vile Practice get a Head again, in so much as a Single instance 25: Wee further observe that the Acc^{ts} You have with the People on the Island are now Settled Annually to the 25 March & likewise those Acc^{ts} do not exceed three Months the rest of the Year before adjusting it would be more acceptable to us if the Workmens were Settled every Month & Such others as You fairly can, because there will be less danger of Mistakes in Over Reckonings 26: We have received two Lists also of the Persons & the Debts they owe Us they do not agree, We are apt to think this arisen from Some of the Money being recoverd when the Second was drawn out which was owing on the first & if that was so yet the first Should have been Copied out as it then Stood & in the following a proper Memorandum made of what Part of the said Debts were Margin Notes: No Goods to be b^t till the present Stock is exhausted Bills rec^d inst^d of Goods Commended Lists rec^d but disagree Transfers again Prohibited Monthly Reckonings Recommended Lists of Debts rec^d but they also disagree	The settlements abroad had orders stopping their hands from supplying more. 21: Since the case differed at present, the Court directed that the bench forbear buying out of any of the returning shipping the like sorts of goods, or such as might answer the like purposes, until the present stock was at least very near exhausted, and even then none were to be bought without real necessity, because, as often told, the Court could supply them much cheaper at first hand from India. 22: The Court observed, and commended the bench for it, that it chose rather to take Captain Hudson's bills, in the <i>Princess Anne</i>, payable to the Company for what was supplied him, than the goods he offered in barter at his dear rate. Thirdly, concerning the Company's servants, civil and military, the accounts of St Helena in general, and also the Company's slaves, cattle, lands and revenues. 23: The lists of salaries, the pay of the officers and soldiers and the wages of others in the Company's service were received. Two of them, both sent by the <i>Hanover</i>, did not agree, a fault deserving censure, nor were the numbers of persons inserted. Those whose business it was to draw them out were to take better care in future in examining, dating and signing them, so that the Court might know whom to blame if they were not done as they should be, for it would not pass by a second fault of this nature so easily. 24: The putting of a stop to further transfers, except only where debts to the Company were paid by them, was pleasing and deserved notice. That vile practice was never to get ahead again in so much as a single instance. 25: The Court further observed that the accounts with the people on the island were now settled annually to 25 March, and did not run more than three months the rest of the year before adjusting. It would be more acceptable if the workmen were settled every month, and such others as fairly could be, because there would be less danger of mistakes in the reckonings. 26: Two lists were also received of the persons and the debts they owed the Company, and they did not agree. The Court was apt to think this arose from some of the money owing on the first being recovered when the second was drawn out. If so, the first should still have been copied out as it then stood, with a proper memorandum in the later one of what part of the debts had been [...] Interpretations The signing rule in paragraph 23 attached personal liability to the routine returns: examined, dated and signed lists identified the responsible officer, so the next discrepancy could be charged on a name rather than on the office, the warning of no second indulgence converting a clerical fault into a career risk. Two disagreeing copies of the same list by the same ship defeated the entire duplicate system, whose value since 14 March 1715 lay in each copy authenticating the other. The memorandum rule in paragraph 26 fixed the documentary principle that a return spoke as at its date: a list was a snapshot, not a running account, so later recoveries were to be noted as reconciling entries rather than silently absorbed, preserving the audit trail between successive returns of the same debts. The point repeated the comparability method used on the <i>Caesar</i> and <i>Devonshire</i> lists in the letter of 31 December 1723. The commendation of Captain Hudson's bills marked the second consecutive approval of the bills-over-barter rule, now functioning as settled practice since the resolution credited to the Smith administration in that same letter, while paragraph 21

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			kept the captains' goods market closed under the exhaustion-plus-necessity test of the standing orders. Monthly settlement for workmen in paragraph 25 shortened the credit cycle where wages met the stores, since small frequent reckonings limited both error and the accumulation of the petty debts through which the people's balances had historically swollen.
215	212	General were received & from whom, at the time when that Second Liste was drawn. You promise You will get in those Standing outs as soon by as well as You can, We mention it for Your Remembrance & to let You know that Your hearty Endeavours therein will be very acceptable to Us 27: We have received two Acc^{ts} from You of the Number of Our Slaves & where & y^e how Employed but these differ one from the other & they are confusedly jumbled together & in one of them no Number to Shew the Totalls, for the future put them down regularly in the Same Order beginning first with those at the Fort & their Severale Employs whether within Doors or without & in what Stations, then those at the Great Plantation, afterwards those at the Small Ones, & so of the rest, & keep the Same Method in all Succeeding Lists, by this Means We can the more easily compare them here, whereas those before Us are so blended as makes it extream difficult & Spends a great deal of time to come at a tollerable judgement 28: The Answer You give Us in Par 29 to Our 44th is not Satisfactory Surely there can be no great difficulty in making a very near Computation what the Cloth & Bedding of said Blacks will Amount to annually Your Objection that Some of those who were Employed in Handicrafts wear out their Cloths thereby Sooner than others can have no great Weight in it because You have others whose Businesses to make & Mend them & You may easily learn from the Planters Method when & to allow to em New Ones, if they are Careless in Slattering them out they ought to be Corrected 29: You have given Us no Answer to Our Paragraph 39 relating to this Head nor to the other Part of said 44th Para that the Blacks do their Businesses with so much fewer than Ours do, for Us Wee find very ill Report of the Carelessness of Your Overseers at Our Severale Plantations who lett them run so far to Ruin that You cant have Yams Sufficient to dig for Your own Use in less that Eighteen Months time so that You must be forced to buy of others, whatever Our then Councill may think of it We can interpret this no better than downright Treachery & Infidelity as well as the utmost Carelessness, Wee find M^r Alexander & M^r Goodwin have large Quantities of full grown Yams & so have Severale of the Industrious Planters & yet they have but few Blacks tho they are the only Hands that raise them Wee Margin Notes: Debts to be got in List of Blacks rec^d but those disagree to be sent in another form hereafter Computation of Blacks Clothing not Sent Complaind Deputy Overseers blamed for their Neglect of the Plantacons with further Observations	The lists were to show what debts had been received and from whom at the time the second list was drawn. The bench promised to amend the accounts as soon and as well as it could; the Court mentioned it for remembrance, and to let the bench know that hearty endeavours in it would be very acceptable. 27: Two accounts were received of the number of the Company's slaves and how they were employed, but they differed from each other and were confusedly jumbled together, one of them showing no number for the totals. In future they were to be put down regularly in the same order: beginning with those at the fort and their several employments, whether within doors or without and in what stations, then those at the great plantation, afterwards those at the small ones, and so of the rest, keeping the same method in all succeeding lists. By this means the Court could the more easily compare them at home, whereas those before it were so blended as made it extremely difficult, and spent a great deal of time, to come at a tolerable judgment. 28: The answer given in the bench's paragraph 29 was not satisfactory. Surely there could be no great difficulty in making a very near computation of what the clothing and feeding of the blacks would amount to annually. The objection that some employed in handicrafts wore out their clothes sooner than others could carry no great weight, because others had the business of making and mending them, and it could easily be learned when to allow new ones. If any were careless in wearing them out, they ought to be corrected. 29: No answer was given to the Court's paragraph 39 on this head, nor to the other part of its account, that the planters' blacks did their business with so many fewer hands than the Company's did for it. A very ill report appeared of the carelessness of the overseers at the Company's several plantations, who had let them run so far to ruin that yams sufficient could not be dug for the Company's own use in less than eighteen months' time, so that it must be forced to buy of others, whatever the then council might think of it. The Court could interpret this no better than downright treachery and infidelity, as well as the utmost carelessness. Mr Alexander and Mr Goodwin had large quantities of full-grown yams, and so had several of the industrious planters, yet they had but few blacks, though blacks were the only hands that raised them. The Court [...] Interpretations The standardised slave list of paragraph 27 imposed a fixed enumeration order, fort by employment, then great plantation, then small ones, so that successive returns became directly comparable line by line. The reform served the same purpose as the unmingled salary lists demanded in the letter of 31 December 1723: London's audit ran on comparing documents across years, and any change of arrangement, innocent or otherwise, broke the comparison. Paragraph 29 turned the councillors' private plenty into the proof of the public failure. Alexander and Goodwin held full-grown yams in quantity with few blacks, while the Company, with the most hands on the island, faced eighteen months without a digging crop, so the shortage could not be explained by season or soil, only by where the labour and care had actually gone. Reading the ruin as treachery and infidelity rather than mere neglect echoed the Cowell wood and

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			fencing findings of 31 December 1723, building the case that the plantation establishment ran for the officers' estates first. The forced purchase of yams was the same symptom the Court had questioned in that letter's drought paragraph, now traced past the weather to the overseers. The clothing rejoinder in paragraph 28 disposed of the variability excuse by pointing to the internal economy: tailoring slaves made and mended the clothing, issue intervals could be standardised, and excessive wear was a discipline matter, so the annual cost computation ordered since the despatch of 31 May 1721 set the rate at 15 crowns a man remained both possible and due.
216	213	p Grantham take Notice Our now Governour has turned out those Overseers & put in New Ones who promise better We cannot think the bare Expelling them was a Sufficient Punishment they ought to have Part of their Wages Stopt or otherwise fined or Punishd for their Monstrous Mismanagement 30: Wee observe the Reason why You Sent but Thirteen & Blacks to Bencoolen on the <i>James & Mary</i> was at the Captains Request because he had so Religion a fresh Apoint, & feared he might fall Shorte of Provisions if the other part of it was not more expeditious, We hope the like will not befall this Ship Grantham & therefore Say Send as many by her as You can well Spare Sound & not old where We hope they may do the Same Service much better at least than at S^t Helena where by Your own Shewing they dont raise Sufficient Provision for themselves & their Bretheren 31: We find a hint of a formal Acc^t of Our Plantations Live and Vegetable Stock Sent in Monthly by M^r Byfeld but it very Plain its not Examined as it Should for if it had those Cattle which were found out up in the Generale Countrey to belong to the Company more than those Monthly Acc^{ts} Mentioned would have been Mise, & there is Reason to believe that Ours have not been Sufficiently looked after because Our losses much greater in proportion than that of other Peoples which used not so to be & We can see no reason why they Should Since You have a much larger Pasture & better convenience to preserve them than the Poor Planters 32: We find by the Survey taken that there are a large Stock of Goates upon the Island belonging to private Persons above three Thousand one Hundred, that M^r Alexander has One hundred & Fifty & M^r Goodwin about two Hundred but it Seems Our Stock in May last was diminished Five Hundred & Nineteen of the Number they were the March was Twelve Months before This is very Unaccountable & what Wee can see no Reason for, it casts a Severe Reflection on all the then Councile, We desire Our Governour will Strictly Scrutinize this, & after he best Enquireys he can make let Us know how he finds or can judge of it without favour Partiality or Resentment. 33: To apply Some Remedy at present to the further Encrease of this Evill Margin Notes: Blacks to be Sent to Bencoolen Loss of Cattle too great in proportion to the Loss of priv^{ts} P^{ers} Loss of Goates also thought great	The Court took notice that the new Governor turned out those overseers and put in new ones who promised better. The bare expelling of them could not be thought a sufficient punishment. They ought to have had part of their wages stopped, or otherwise have been fined or punished, for their monstrous mismanagement. 30: The reason only thirteen blacks were sent to Bencoolen on the <i>James and Mary</i> was observed to be the captain's request, because he had so little room to spare and feared he might fall short of provisions if the remainder of his voyage was not expeditious. The Court hoped the like would not befall the <i>Grantham</i>, and therefore directed that as many be sent by her as could well be spared, sound and not old. They might do the same service much better there, at least, than at St Helena, where by the bench's own showing they did not raise sufficient provision for themselves and their brethren. 31: A formal account of the plantations' live and vegetable stock was sent in monthly by Mr Byfield, but it was very plain it was not examined as it should be, for if it had been, the cattle lately found on the peninsula to belong to the Company, beyond what the monthly accounts mentioned, would have been missed. There was reason to believe the Company's cattle were not sufficiently looked after, because its losses were much greater in proportion than other people's, which had not used to be so, and the Court could see no reason why they should be, since the Company had so much larger pasture and better convenience to preserve them than the poor planters. 32: The survey taken showed a large stock of goats on the island belonging to private persons, above 3,100, of which Mr Alexander had 150 and Mr Goodwin [...] 200. The Company's own stock in May last, however, was diminished by 519 from the number of the March twelve months before. This was very unaccountable, and the Court could see no reason for it; it cast a severe reflection on all the then council. The Governor was desired to scrutinise this strictly and, after the best enquiries he could make, to let the Court know how he found it or could judge of it, without favour, partiality or resentment. 33: To apply some present remedy to the further increase of this evil [...] Interpretations The unrecorded cattle on the peninsula reversed the usual direction of stock fraud and thereby proved the books unexamined in both directions: animals existed that no account claimed, so the monthly returns tracked neither losses nor holdings, and Mr Byfield's certified accounts failed the physical-verification test laid down for stores and ordnance in the letters of 31 December 1723. The comparative loss rate, Company herds dying faster than planters' despite better pasture, repeated the diagnostic used for the slaves' diet on 31 May 1721 and the yams in the present letter: where the Company's outcomes trailed private ones on superior

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			resources, management rather than nature stood accused. The goat figures sharpened the charge with councillors' names: private stock above 3,100, with Alexander and Goodwin holding their own herds, against a Company loss of 519 in fourteen months, meant the species flourished on the island everywhere except in the Company's hands. Commissioning Governor Smith to scrutinise without favour, partiality or resentment used the same unconcerned-judge device as the Free rehearing, since the men under reflection sat beside him in council. The Court's dissatisfaction with mere dismissal of the overseers asserted the principle that removal forfeited only future wages while the loss lay in the past, so restitution required stopped pay or fines, the graduated sanctions provided in paragraph 7 of the <i>Essex</i> instructions of 14 February 1723. The Bencoolen shipment order renewed the surplus transfer policy with the <i>Grantham</i>, the selection rule of sound and not old unchanged since the <i>Drake</i> orders of 31 May 1721, and the justification now drawn from the bench's own confession that the island's slaves could not feed themselves.
217	214	General Evill We require there be frequent & General Poundings at Such times as the Governour Shall think proper & necessary & that all the Live Stock belonging to the Company then found be truely taken & at every next Pounding the like Acc^t & the one Compared with the other, By this means with due Care We expect You will the easier discover Carelessness or Frauds 34: We have received two Acc^{ts} of Rents & Revenues for the Year 1723 these do not agree like those of the Head Money do give Us no more occasion of finding Such Faults least a worse thing befalls Some of You Remember & Pursue Our Directions in Par 45 of Our last about the Drawing out the Acc^{ts} of Customs for the future 35: The Replys You make to Some of the Paragraphs of Our Letter by the James & Mary under this Head Seem to Us rather as the best Excuse the then Councile could give Our now Governours for their Management than a Sincere Representation of Matters & Facts on which We might justly make a handle for Animadversions but Shall forbear at present in hopes there will be no more Occasion for them & because We find Our Orders have been in many Instances better attended to & Executed Since Our new Governours Arrival We hope the rest of You will concur heartily with him for reducing Our Gen^{ll} & particular Charges of that Island & being frugal in those Articles which in General tho absolutely necessary may with good Husbandry be reduced into narrower bounds, this is the more incumbent in Us & You too because You must know S^t Helena is of it Self a dead Charge to Us & brings Us in no Profit tho its necessary it Should be kept as a halfway House for the Refreshment of Our returning Shipping Fourthly Touching Our Fortifications, Buildings & Garrison Stores 36: Wee find very little to take Notice of under this Head but to put You in Mind of the Promises You make & That You will follow Our Orders & Directions in what relates thereto 37: As to the Expence of Powder occasioned by Salutes You will See under the Preceeding head of Shipping the New Regulations We have made to prevent the Superfluity thereof 38: Wee Observe that You have in Pursuance of Our Orders p James Margin Notes:	To remedy the further increase of this evil, the Court required frequent general poundings, at such times as the Governor thought proper and necessary, with all the live stock belonging to the Company then found truly taken, the like account made at every next pounding, and the one compared with the other. By this means, with due care, carelessness or fraud would the more easily be discovered. 34: Two accounts of rents and revenues for the year 1723 were received, and they did not agree with those of the head money. The bench was to give no more occasion for finding such faults, lest a worse thing befall some of them, and to remember and pursue the directions in the last letter about drawing out the accounts of customs in future. 35: The replies made to some of the paragraphs of the letter by the <i>James and Mary</i> under this head seemed to the Court rather the best excuse the then council could give the new Governor for its management than a sincere representation of matters. A handle for censures might justly be made of this, but the Court would forbear at present, in hopes there would be no more occasion for them, and because its orders had in many instances been better attended to and executed since the new Governor's arrival. The Court hoped the rest of the bench would concur heartily with him in reducing the general and particular charges of the island, and in being frugal in those articles which, though absolutely necessary in general, might with good husbandry be reduced into narrower bounds. This was the more incumbent on the Court and the bench alike, because St Helena was of itself a dead charge, bringing in no profit, and yet was necessary, and should be kept as a halfway house for the refreshment of the returning shipping. Fourthly, concerning the fortifications, buildings and garrison stores. 36: Very little arose under this head except to remind the bench of its promises, and that it follow the Court's orders and directions in what related to them. 37: As to the expense of powder occasioned by salutes, the new regulations made to prevent the superfluities of it appeared under the preceding head of shipping. 38: The Court observed that, in pursuance of its orders by the <i>James</i> [...] Interpretations The pounding procedure of paragraph 33 brought the stocktaking method to livestock: a general pounding gathered every beast within enclosures for a

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		Gen^{ll} Poundings & Acc^t to be taken Lists of Rents & Revenues disagree Acc^t Customs & Acc^a Gen^{ll} & particular Charges to be reduced Caution to make good Promises under the Article of Fortification & Acc^a New Regulations ab^t Reg^{din} Enjoynd	true count, and the comparison of successive counts converted roaming herds into an auditable inventory on the model of the yearly stores remains, the only instrument by which losses like the 519 goats could be separated into death, theft and false accounting. Pounding used the island's pounds, the stock enclosures whose £200 0s 0d goat pound had itself been censured as extravagant on 11 March 1717. Paragraph 35 drew the constitutional line under the transition: the surviving councillors' replies were read as a brief of excuses prepared for the incoming Governor rather than a sincere account, yet censure was suspended on the strength of measurably better execution since Smith's arrival, repeating the forbearance-for-performance bargain struck in the letter of 31 December 1723. The halfway-house formula restated the island's whole purpose, a necessary dead charge justified solely by the refreshment of returning ships, the doctrine underlying every economy demanded since the dead yearly charge was first invoked against the Ostenders on 22 February 1716. The threat attached to the disagreeing revenue accounts, lest a worse thing befall some of you, escalated the list-discrepancy offence from censure towards the personal sanctions of fine, suspension and stopped gratuity, the second such warning after the salary lists of paragraph 23, marking reconciliation failures as the surviving weak point of an otherwise improved administration.
218	215	p Grantham & Mary Sent ten of your faulty Great Guns on the Said Ship for the West Coast from thence to be Conveyd to Fort S^t George in case they cant be disposed of here. Fifthly touching the Civil Governments or the Productions thereof or what concerns any of the Inhabitants 39: We find You do put the People in Mind of the Good Law made in Roberts time for Planting Wood & Fencing their Plantacons & that lately You renewed Your Orders for their Planting of Furze as well as Gumwood & other Trees for the better Security of their Sev^{le} Plantacons during the Season for it We cant doubt but the Inhab^{ts} must all be Sensible of the Beneficialness of both We have formerly prest this Matter & Recommended to use Lenity therein where the People have been Poor but at the Same time have said & again Repeat it that it must be done & Compulsion used if milder Means will not do We further add that You would have the People encouraged to bring the Water to their Sevale Plantations which is so necessary to render them fertile, We know it will be Some Pains & Something of Coste to effect it, however the future benefits will make ample amends & its plain from the Acc^t You give Us that the want of Water contributed greatly to the late Calamity You so heartily complain of Governour Roberts put them first on Attempting it & Encouraged them therein but after his Leaving the Place its should Seem as Wee are informed the People through Latishness & Lazyness left of prosecuting that Good Design which if pursued would have tended greatly to their own Advantage. 40: We are assured the late Governour M^r Pyke on his return to England did whilst he was at S^t Helena Shew Our People how to bring Water to Our Great Plantation which would be very usefull for the Raising Garden Trade there what was done in it We have not been informed but Recommend to You to Set about it if feasible & that You find its will Answer the Same We say as to Our other Plantations tho You are at Some	The <i>James and Mary</i> carried ten of the faulty great guns to the west coast, from there to be conveyed to Fort St George in case they could not be disposed of on the coast. A new head followed: fifthly, concerning the civil government, or the productions of the island, or what concerned any of the inhabitants. 39: The bench reminded the people of the good law made in Governor Roberts's time for planting wood and fencing their plantations, and lately renewed its orders for their planting of furze as well as gumwood and other trees, for the better security of their several plantations during the season. The Court could not doubt that the inhabitants must all be sensible of the benefit of both. It had formerly written on this matter and recommended lenity where the people were poor, but had said at the same time, and now repeated, that the thing must be done, and compulsion used if fair means would not do. The Court further added that it would have the people encouraged to bring the water to their several plantations, so necessary to render them fertile. Some pains and something of cost would be needed to effect it, but the future benefits would make ample amends, and it was plain from the bench's own account that the want of water contributed greatly to the late calamity so heavily complained of. Governor Roberts first put the people on attempting it and encouraged them in it, but after his leaving the place it seemed, as the Court was informed, that the people through sottishness and laziness left off prosecuting that good design, which if pursued would have tended greatly to their own advantage. 40: The Court was assured by the late Governor Mr Pyke, on his return to England, that while at St Helena he showed the Company's people how to bring water to the great plantation, which would be very useful for raising garden produce. What had been done in it the Court had not been informed, but it recommended the bench set about it if feasible, and report whether it would answer. The same was said as to the other plantations, though some charge attended it, which might have the further good effect that when the inhabitants saw the success, they might [...] Interpretations

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		Charge thereby which may have this further good Effect that when the Inhabitants See Your Success it may Margin Notes: Guns Sent to the West Coast Fencing & Planting both Wood Enjoyed Endeavours to bring more Water to Plantacon House Recommended & also to the other Plantacons	The passage disclosed that Governor Pyke had returned to England from his Fort Marlborough posting and briefed the Court in person, his irrigation knowledge now fed back into the island's instructions a decade after he identified the water sources, as the bench itself had owned in the letter of 31 December 1723. His rehabilitation as a consulted authority contrasted with the £400 0s 0d debt still being collected from him through the west coast in that same letter. The compulsion clause hardened the afforestation and fencing policy at its weak point. The wood-planting covenants reached only Company tenants, as measured in the letter of 31 December 1723, so enforcement on the free lands had to run through the revived law of Roberts's time, with lenity for the poor expressly subordinated to the rule that the thing must be done, the same fair-means-then-force sequence applied to the currency and the debts. The irrigation argument converted the late calamity, the drought and yam failure the bench had pleaded, into evidence for the remedy: by the bench's own account the want of water did the damage, so works abandoned through sottishness and laziness after Roberts left would have prevented the loss now used to excuse it. The demonstration strategy in paragraph 40, the Company watering its own plantations first so that visible success drew the planters on, paired compulsion with example. The ten guns shipped continued the disposal ordered in the letter of 31 December 1723 for eighteen faulty pieces, the remainder evidently awaiting later conveyance, with the west coast given first refusal and Fort St George the fallback exactly as before.
<u>219</u>	216	General may prevale on them to Attempt the like for themselves 41: We Understand You have made a great Progress in Fencing in the Great Wood for the benefit of Pasturage We Should be glad to hear the whole was Compleated & desire Our Governour will often inspect the Work there which We are Sure will contribute thereto as We Understand it has already 42: We have for Severale Years last past learnt from the Gen^{ll} Reports of Our Returning Captains that M^r Powell had the beste Cattle upon the Island & Interrogating him thereupon how it came about & whether his Land was so much better than others he assured Us his Land was like other Peoples Some good & Some but Ordinary but he took Care to enclose his Lands & put in only Some Cattle at a time into each Pasture no more than was Sufficient to feed them & when that was eat up he removed them into fresh, whereas when too many were putt into any Piece of Ground they destroyd as much Grass in Trampling it down as they eate, This Seems to Us very probable You are as they Please & must if as We hope you will take the Pains to be informed be the beste Judges & accordingly Manage the Pasturage in y^e Great Wood 43: We have received in the Stanhopes Packett a Petition from Joseph Bates & his Wife Bridget about five Acres of Land which as is alledged her Son Joseph Coales bought of Peter Resnick for fifty Pounds but the then Governour took it from him & deliverd the Same into Jonathan Highams Possession & therefore Praying to be Repaid the Money or the Land restord the said Coales We have perused Your Consultation of 13th August 1723 relating thereto but find nothing Satisfactory therein to Shew Us the true State of the Case only a general Assertion that the Affair had been transacted in Several Consultations transmitted hither but no mention wherein so that like We require a plain & full Acc^t of the whole from Your & why the then Governour Seized said Land, if he did so, We can make no Judgement upon it	When the inhabitants saw the success, it might prevail on them to attempt the like for themselves. 41: The bench was understood to have made great progress in fencing in the great wood for the benefit of pasturage. The Court would be glad to hear the whole was completed, and desired the Governor often inspect the work there, which would certainly contribute to it, as it was understood already to have done. 42: For several years past the Court had learned from the general reports of its returning captains that Mr Powell had the best cattle on the island. On being questioned how that came about, and whether his land was so much better than others, he assured the Court his land was like other people's, some good and some but ordinary, but that he took care to enclose his lands and put only some cattle at a time into each pasture, no more than was sufficient to feed them, and when that was eaten up he removed them into fresh, whereas when too many were put into any piece of ground they destroyed as much grass in trampling it down as they ate. This seemed very probable to the Court, and it hoped the bench would take the pains to be informed by the best judges and accordingly manage the pasturage in the great wood. 43: A petition came in the <i>Stanhope's</i> packet from Joseph Bates and his wife Bridget, about five acres of land which, as alleged, her son Joseph Coales bought of Peter [...] for £50 0s 0d, but the then Governor took it from him and delivered it into Jonathan Higham's possession. They prayed to be repaid the money, or the land restored to Coales. The consultation of 13 August 1723 relating to it was perused, but nothing satisfactory appeared in it to show the true state of the case, only a general assertion that the affair had been transacted in several consultations transmitted home, with no mention of which. Until a plain and full account of the whole came from the bench's books, with the reason why the then Governor seized the land, if he did so, no judgment could be made on it.

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		44: We have heard nothing from Serj^t Wallingtons Daughter of her Affair so come to him if she had We should not have denied her & are We were at no Charge thereby 45: In Answer to what You Write Us by the Stanhope touching the House of the late Governour Joshua Johnson, We Say We have Margin Notes: Fencing the Great Wood to be forwarded Great Wood to be divided into Heads for the Benefit of Pasturage Pretentions of Bates & his Wife to five Acres Land imperfectly Stated in their Consultation so that no Judgem^t can be made thereon Wallingtons Daughter neither are consulted & herein Applied for Leave Leave given to	44: Nothing had been heard from Sergeant Wallington's daughter of her desire to come to him. If she had applied, the Court would not have denied her, as it was at no charge by it. 45: In answer to what the bench wrote by the <i>Stanhope</i> concerning the house of the late Governor Joshua Johnson, the Court said it had [...] Interpretations Paragraph 42 turned Mr Powell, the standing adversary of the Company's currency and the named engrosser of land under the militia law, into its agronomy consultant. His rotational folding system, small numbers per enclosure moved to fresh grass before trampling outran grazing, was extracted by direct interrogation in London and prescribed for the great wood, the Court taking proven husbandry where it found it regardless of the man's record. The advice also explained the comparative loss rates of the letter's earlier paragraphs: the Company's larger pastures failed precisely because unenclosed and overstocked. The Bates petition met the citation standard now enforced on the consultations. A general assertion that the matter lay somewhere in transmitted consultations was the precise evasion outlawed in the letter of 31 December 1723, state the matter or cite the entry, so the petition stood undecided with the burden on the bench to produce the books and justify the seizure, protecting both the Company against a false claim and the petitioners against a buried wrong by the late administration. The naming of the late Governor Joshua Johnson in paragraph 45 used the customary style for the dead, confirming his death in office as marked by the funeral powder of the letter of 31 December 1723, with his house now passing into the disposals the Court was about to direct. The Wallington answer recorded the family-passage rule in its permissive form: relations' applications to join servants on the island were granted as of course where the Company bore no charge, the same channel by which returns home had run on relations' applications since the despatches of the 1670s.
220	217	p Grantham heard nothing from M^r Crane about it You Should have any further Proposals made You & You find it necessary to keep it lyes for its if on Moderate Terms & that a good Title can be made Us 46: We have Considered what You wrote to Us in Your Lett^{rs} by the Stanhope & the Consultations of the 3^d & 13th Sep^r referd to in relation to the Many Free Blacks on the Island & the Apprehension of the Planters of the Mischiefs that may arise thereby & upon the whole do direct as follows That none of the said Free Blacks Shall have Liberty to purchase or keep any Slave whatsoever That if any free Black Shall be found to tamper with or Corrupt any of the Slaves he be Sent off the Island to India by the next Opportunity, That if any Free Black cannot make it Appear that he has a Visible way of Maintaining himself & Family (if he has any) by his Labour & does not provide Such Maintainance he be Sent off also, That as it may so happen that Some of the Blacks may by their good Services in their Masters Opinion deserve their freedom We would not forbid the Same but then Such Enfranchized Blacks Shall be Obliged to leave the Island by the first Shipping 47: Amongst the Deales Sent by the Grantham are fifteen hundred Six Score to the Hundred of fine Cut clean yellow Christiana Deales each Inch & half & twelve foot long they are excelent goods which We mention that You may receive the right because as We are told there are other Deals on Board belonging to the	Nothing had been heard from Mr Crane about it. If any further proposals were made and the bench found it necessary to keep the house, it was to agree for it on moderate terms, provided a good title could be made to the Company. 46: The Court considered what was written by the <i>Stanhope</i>, with the consultations of 3 and 10 September referred to, in relation to the many free blacks on the island and the planters' apprehension of the mischiefs that might arise from them, and on the whole directed as follows. None of the free blacks was to have liberty to purchase or keep any slave whatsoever. Any free black found to tamper with or corrupt any of the slaves was to be sent off the island to India by the next opportunity. Any free black who could not show a visible way of maintaining himself, and his family if he had one, by his labour, and did not provide such maintenance, was to be sent off also. Since some of the blacks might by their good services deserve their freedom in their masters' opinion, the Court would not forbid manumission, but every black so freed was then obliged to leave the island by the first shipping. 47: Among the deals sent by the <i>Grantham</i> were 1,500, reckoned at six score to the hundred, of fine cut clean yellow Christiania deals, each an inch and a half thick and twelve feet long. They were excellent goods, mentioned so that the bench received the right ones, because other deals on board belonged to the ship, and without good looking after the Court feared they might be changed. The letter was dated at London on 12 February 1725 and subscribed as from the bench's loving friends,

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		Ship & without good looking after We fear they may be Changed. We are Your Loving Friends London 12th Febry 1724 W^m Aislabie Jn^o Drummond J Ward Jos: Wordsworth Jn^o Eccleston Edw: Owen Caleb Coatesworth Matthew Martin E Harrison Abra: Addams John Heathcote W^m Gosselin Jn^o Cooke Matthew Decker Rich^d Boulton Jos Wordsworth Jun^r Leonard Gill Brattzar Lyell Margin Notes: Purchase of y^e House of the Governour Josh Johnson if necessary Liberty to make Slaves Free Stannard unless Sent off by the first Shipping & further Regulacons about Free Blacks The Extraordinary Sizes of fine Deales Sent	signed by William Aislabie, John Drummond, J[...] Ward, Josias Wordsworth, John Eccleston, Edward Owen, Caleb Cotesworth, Matthew Martin, Edward Harrison, Abraham Addams, John Heathcote, William Gosselin, John Cooke, Matthew Decker, Richard Boulton, Joseph Wordsworth junior, Leonard Gill and [...] Lyde. Interpretations The free-black code of paragraph 46 resolved the planters' apprehension by making freedom and residence incompatible. The four rules together, no slave-holding by the free, deportation to India for tampering with slaves, deportation for want of visible maintenance and compulsory departure on every future manumission, were designed to extinguish the free black population as a class without forbidding manumission itself, which remained a master's reward to give. The corruption clause treated free blacks primarily as a security risk to the slave system, the contagion logic of the planters' complaint, while the maintenance test applied to them a vagrancy standard enforced by exile. The arrangement reversed the founding precedent of Black Oliver, made a free planter with land and cattle for his service at the recapture of 1673, closing half a century later the status his case had opened. Christiania deals were sawn softwood boards shipped from Christiania in Norway, the standard Baltic building timber of the trade and a staple of the island's supply since the 720 dram deals and 400 Christiania deals of the <i>Society</i> consignment of 26 March 1680. The warning against substitution addressed a specific fraud channel: with the ship's own deals stowed beside the Company's finer parcel, an unwatched discharge let the master land his coarse boards against the invoice and carry the fine ones to a better market. The conditional purchase of the late Governor Johnson's house, on moderate terms and a good title, made the Company a buyer of last resort only, consistent with the divestment rule that land came into its hands solely on necessity, and the title condition guarded against the tangled estate of a governor who died in office.
221	218	Gen^{ll} Letter p Carnarvon Cap^t Thwaites Our Governour & Council of S^t Helena 1: Our last to You was of the 12th February 1724/5 by the Grantham which being arrived with You before the Duke of Cambridge left the Island We dont Send its Copy. Since Writing thereof Wee have received by Our Returning Shippes Your Sev^{le} Letters of 27th Nov^r 20th & 28 Dec^r 4 January & 21st February 1724 & 23^d April 31st May & 15 July 1725 this last by the Duke of Cambridge giving Answer to what Wee wrote You as aforesaid by the Grantham Wee have likewise received Your Consultations from July 1724 to July last, To these & the Severale Papers contained in the Packets We are now to give Answer which will not be very long because by the Letter 15th July We find a pretty full Reply to What We wrote You by the Grantham with Your Promises to Yield due Obedience to & heartily Complying with the Orders then Sent You We have likewise by Our Returning Ships Several Letters from the Governour Cap^t Smith which give Us Satisfaction as to his Care in looking after the Affaires Committed to his & Y^r Man agements, Wee now proceed to tell You Our Minds under Our Usuale Heads And First concerning Shipping returned & Sent or Sending out to all Parts of the East Indies	A new general letter followed, sent by the ship <i>Carnarvon</i>, Captain Thwaites, addressed to the Governor and council of St Helena. 1: The last letter from the Court was of 12 February 1725 by the <i>Grantham</i>, which arrived at the island before the <i>Duke of Cambridge</i> left it, so no copy was sent. Since writing it the Court received by its returning ships the bench's several letters of 27 November, 20 and 28 December, 4 January and 20 February 1725, and of 26 April, 31 May and 15 July 1725, the last by the <i>Duke of Cambridge</i>, giving answer to what was written by the <i>Grantham</i>. The consultations from July 1724 to July last were likewise received. To these and the several papers in the packets the Court now gave answer, which would not be very long, because the letter of 15 July contained a pretty full reply to the <i>Grantham</i> letter, with promises to yield due obedience and comply with the orders then sent. Several letters also came by the returning ships from the Governor, Captain Smith, which gave satisfaction as to his care in looking after the affairs committed to his and the council's management. The Court then proceeded to give its mind under the usual heads. And first, concerning shipping returned and sent or sending out to all parts of the East Indies. 2: It had pleased God that the following ships returned safely since the date of the last letter: the <i>Swallowfield</i> from Bencoolen on 25 February; the <i>London</i> from Mocha on 25 March; the <i>Prince Augustus</i> from there and the <i>Prince Frederick</i> from Bombay on 10 April;

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		2: It has pleased God the following Ships have been returned to Us Since the Date of Our last Viz^t the Swallowfield from Bencoolen the 23^d February the London from Mocha 25th March, the Prince Augustus from thence & the Prince Frederick from Bombay 10th Aprille the Sunderland from Fort S^t George 24th May the Heathcote from the Coast & Bay 24th June the Aslebie from thence & the Frances from Bengall 29th of that Month the Stretham from Bengall 30th, the Macclesfield from China & the Fort the 10th August, & the Duke of Cambridge from Bombay got into Plymouth 7th October being Damaged by a Storm before She Staid to Refit & did not get into the River till the 15th November, We understand the Greenwich is to go Truck to Mocha but have no acc^t when the Compton & Duke of York are like to be dispatch^d home Margin Notes: Letters & Acc^{ts} received Answer to Lett^r p y^e Grantham thought pretty Satisfactory, Sev^{le} Letters from the Gov^r rec^d Ships arrivals	the <i>Sunderland</i> from Fort St George on 24 May; the <i>Heathcote</i> from the Coast and Bay on 24 June; the <i>Aislabie</i> from there and the <i>Frances</i> from Bengal on 29 June; the <i>Stretham</i> from Bengal on the 30th; the <i>Macclesfield</i> from China and the Fort on 10 August; and the <i>Duke of Cambridge</i> from Bombay, which got into Plymouth on 7 October, damaged by a storm, stayed there to refit and did not get into the river until 15 November. The <i>Greenwich</i> was understood to be going back to Mocha, but no news was heard of when the <i>Compton</i> and <i>Duke of York</i> were likely to be dispatched home. Interpretations The shortened answer recorded the correspondence system reaching its designed equilibrium: eight letters and a year of consultations acknowledged, the <i>Grantham</i> orders answered point by point within months by the letter of 15 July, and the Governor's separate reports adding a personal channel the Court expressly credited. The praise for Captain Smith's care, the second consecutive letter to commend his administration, confirmed the judgment formed since his arrival that better execution had followed the change of government. The arrivals list closed the outward season recited in the letter of 12 February 1725, with the <i>Swallowfield</i> home from Bencoolen completing the voyage on which she had carried George Pitt to the west coast, and the <i>Duke of Cambridge's</i> storm damage and Plymouth refit showing why the Court tracked not just arrivals but the interval between making an English port and reaching the river, where cargo discharge and the owners' accounts began.
222	219	Commander dated London 24^o Dec^{br} 172[5] 3: The Shippes taken up for all Parts of the East Indies this Season are Viz^t The <i>Barrington</i> 450 John Hunter For Mocha & Bombay <i>Sarum</i> 400 Geo Newton For Bengall <i>Craggs</i> Friggot 330 Caleb Grantham For Fort S^t George <i>Townshend</i> 400 Philip Worth For China <i>Carnarvon</i> 375 Josia Thwaite For S^t Helena & Bencoolen <i>Dawson</i> 430 Tho^s Hudson <i>Derby</i> 480 W^m Fitzhugh For Coast & Bay <i>King George</i> 460 John Houghton For Coast & Bay <i>Mary</i> 490 Tho^s Holden For Coast & Bay <i>Essex</i> 320 Jon Sommers For Coast & Bay <i>Middlesex</i> 430 John Pelley For Coast & Bay <i>Stanhope</i> 420 Wentworth Geo: Ell: For Bombay 4: The Barrington did not Saile out of the Downs till Wth Nov^r being detained three Weeks by contrary Winds, The <i>Sarum</i> <i>Craggs</i> Friggot & <i>Mary</i> have been under Sailing Orders in the Downs for Sometime past & wait only for a fair Wind to get into the Sea in Prosecution of their Voyage. 5: We now Send Orders for withdrawing Mocha Factory 6: We have this Year appointed Sir Matthew Decker Baronet, Henry Lyell Esq^r Edward Harrison Esq^r & Josias Wordsworth Sen^r to be a Secret Committee to give Orders relating to the Proceedings of Our Shippes to the Checking the Progress of the Ostend Trade & to other Matters usually left to their Direction If You Shall receive any Orders from them or any three of them thereupon Be sure to comply therewith as if Signd by the whole Court 7: This comes to You by the <i>Carnarvon</i> what Goods & Stores are now Sent the Invoice will Shew You which with the Bill of Lading & Charter Party You will find in her Packet, Remember to Send the Charter Party by the Captain to the West Coast in the Packet You transmitt	The letter was dated at London on 24 December 1725. 3: The ships taken up for all parts of the East Indies this season were as follows. The <i>Barrington</i> 450 tons, Captain John Hunter For Mocha and Bombay The <i>Sarum</i> 400 tons, Captain George Newton For Bengal The <i>Craggs</i> frigate 330 tons, Captain Caleb Grantham For Fort St George The <i>Townshend</i> 400 tons, Captain Philip Worth For China The <i>Carnarvon</i> 375 tons, Captain Josiah Thwaite For St Helena and Bencoolen The <i>Dawson</i> 430 tons, Captain Thomas [...] For the Coast and Bay The <i>Derby</i> 480 tons, Captain William Fitzhugh For the Coast and Bay The <i>King George</i> 460 tons, Captain John Houghton For the Coast and Bay The <i>Mary</i> 490 tons, Captain Thomas Holden For the Coast and Bay The <i>Essex</i> 320 tons, Captain Jonathan Sommers For the Coast and Bay The <i>Middlesex</i> 430 tons, Captain John Pelley For the Coast and Bay The <i>Stanhope</i> 420 tons, Captain Wentworth Gee Esquire For Bombay 4: The <i>Barrington</i> did not sail out of the Downs until 18 November, being detained three weeks by contrary winds. The <i>Sarum</i>, the <i>Craggs</i> frigate and the <i>Mary</i> had been under sailing orders in the Downs for some time past, waiting only for a fair wind to get to sea in prosecution of their voyage. 5: Orders were now sent for withdrawing the Mocha factory. 6: This year the Court appointed Sir Matthew Decker Baronet, Henry Lyell Esquire, Edward Harrison Esquire and Josias Wordsworth senior to be a secret committee, to give orders relating to the proceedings of the Company's ships, to the checking of

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		to the Deputy Govern^t & Council for their Guidance as the Shipp's Arrival there. 8: You will See by the Endorsement that You are to keep the Ship but twelve Working Days at S^t Helena Be sure to take Care nothing be wanting on Your Part to contribute to her Dispatch by that time Margin Notes: [...] out [...]^{ar}[...] [...]Factory [...] Committee [...] Party [...]nt to [...]en. [...] be [...]ed in	the progress of the Ostend trade and to other matters usually left to their direction. Any orders received from them, or any three of them, must be complied with as if signed by the whole Court. 7: The present letter came by the <i>Carnarvon</i>. The invoice would show what goods and stores were now sent, and with the bill of lading and charter party it lay in her packet. The charter party was to be sent by the captain to the west coast, in the packet transmitted to the Deputy Governor and council, for their guidance on the ship's arrival there. 8: The endorsement would show that the ship was to be kept but twelve days of labour at St Helena. Nothing was to be wanting on the bench's part to contribute to her dispatch by that time [...] Interpretations The withdrawal of the Mocha factory announced in a single line marked a strategic contraction of the Red Sea coffee establishment, notified to St Helena because the island serviced the Mocha ships, three of which had figured in every recent season's fleet, and their pattern of call would change with the factory gone. The secret committee's remit was for the first time stated in terms, ship movements and the checking of the Ostend trade, confirming that the instrument created against the Ostend ventures on 22 February 1716 remained primarily an anti-interloper command channel a decade later, with Decker, Lyell, Harrison and Wordsworth continuing the rotation of the same inner circle. The <i>Carnarvon</i>'s endorsement extended the lay-day allowance from the usual ten days to twelve, a recognition in the charter party itself that her St Helena consignment warranted the longer discharge, while the forwarding of the charter party to the west coast continued the contract-relay practice unbroken since the <i>Drake</i>'s specimen of 31 May 1721.
223	220	General Our last Years Letter & Several former gave full Directions how to Act in Case of the Shipp's Delay the Swell of the Sea or other Cross accidents which You must look on as Standing Orders at all times. 9: The Acc^{ts} the Governour has given in the General Letters of his Surveying Our returning Shipping is well done, let it be continued as also whatever News You Shall from time to time learn from the Captains or others relating to Our own or other European Shipp's in the East Indies 10: We wrote You last Year what was done here on the Complaint the Governour made against Cap^t Hunter he hath been farther Reprimanded Since & promised heartily to beg his Pardon, herewith comes his Letter to the Governour in pursuance of said Promise 11: You mention that Some of the Captains who bring You Suppl's from the East Indies insiste on Your Sending for them from on Board or that Som Person be Sent to Survey them before Sent on Shoar & if not that they will carry them to England, had You told Us who they were that did so We Should have let them know Our Resentments & if any Should dare bring any Such Consigned Goods hither We Shall apply Such a Remedy for the future as they wont like. 12: We have Sent You two Gawles they take up a great deale of room Sentre especially in a Storeship, let Us know whether if Wee send You any harder here You can put them well together We wonder You Should write for four as Supposing You may have Opportunities of being well & Cheap Supplied out of one or other of Our returning Shipp's 13: Wee have sent You Some Trucks for Your Great Guns as You desire but when in former Letters You wrote for Wheels for the Cariages of Demi Cannon & Demi Culverin Wee could not well Understand what	The last year's letter and several former ones gave full directions how to act in case of the ship's delay, the stress of the sea or other cross accidents, and these were to be looked on as standing orders at all times. 9: The account the Governor gave in the general letters of his surveying the returning shipping was well done, and was to be continued, as also whatever news was learned from time to time, from the captains or others, relating to the Company's own or other European ships in the East Indies. 10: The Court wrote last year what was done at home on the complaints the Governor made against Captain Hunter. He had since been further reprimanded and promised heartily to beg the Governor's pardon. His letter to the Governor came herewith, in pursuance of that promise. 11: The bench mentioned that some of the captains who brought supplies from the East Indies insisted that the bench send for the goods from on board, or that some person be sent to survey them before they were landed, failing which they would carry them to England. Had the Court been told who they were, it would have let them know its resentment, and if any should dare bring such consigned goods home, a remedy would be applied for the future that they would not like. 12: Two yawls were sent, which took up a great deal of room, especially in a store ship. The bench was to advise whether, if any were sent [...], they could be put well together on the island. The Court wondered that four should be written for, supposing the bench might have opportunities of being well and cheaply supplied out of one or other of the returning ships. 13: Some trucks for the great guns were sent as desired, but when former letters asked for wheels for the carriages of demi-cannon and demi-culverin, the

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		You meant by the Expression as to what Use they could be of. 14: We have hastend away this Ship that She may if She meete with favourable Winds arrive You Sooner than those for the last two Years Secondly concerning Goods or Stores Sent from England or received from India In the Packet You will find the Carnarvons Invoice & Bill of Lading which give You an Acc^{<sup>t</sup>} of the Sorts Quantities & Values of all the Goods Stores & Medicins now Consigned You take Care to Margin Notes: Survey & News of Shiping to be continued Cap^{<sup>t</sup>} Hunters Submission p^{<sup>r</sup>} Letter. Captains to deliver Goods on Shore if not to be Compl^{<sup>d</sup>} of. Five Gawles Sent Trucks &c^{<sup>a</sup>} for Great Guns Sent Carnarvon hastend away. Goods Sent Retaile Price to be fixed	Court could not well understand what was meant by the expression, as to what use they could be of. 14: The ship was hastened away so that, meeting favourable winds, she might arrive at the island sooner than those of the last two years. Secondly, concerning goods or stores sent from England or received from India. The packet contained the <i>Carnarvon's</i> invoice and bill of lading, giving an account of the sorts, quantities and values of all the goods, stores and medicines now consigned. Care was to be taken to [...] Interpretations The Hunter affair displayed the full disciplinary circuit for commanders: the island's complaint travelled home, the Court reprimanded, and the apology returned in writing by the next ship for delivery to the offended Governor, the letter itself enclosed so that satisfaction was rendered on the spot where the offence was given. The procedure vindicated the complaints channel whose use against Captain Hunter the letter of 12 February 1725 had promised to pursue. The captains' refusal to land consigned goods in paragraph 11 inverted the delivery obligation under the bills of lading: by forcing the bench to fetch or survey cargo on board, a captain shifted the cost and risk of discharge and created the conditions for the short deliveries and substitutions the rules had long policed. The Court's demand for names, with the threat of an unwelcome remedy against any who carried the goods to England, treated the practice as a covenant breach to be punished through the owners at home. The yawl exchange showed boat procurement still governed by the economics set when Deal-built boats were preferred on 4 February 1714: hulls consumed store-ship tonnage out of all proportion, so the Court probed whether knocked-down construction assembled on the island could serve, and questioned an order for four when returning ships offered cheap casual supply. The gun trucks completed the ordnance refit alongside the disposal of the faulty pieces, trucks being the small solid wheels of garrison carriages, while the Court's puzzlement over wheels for demi-cannon and demi-culverin pressed the bench for the precision in indents that the tiered system had required since 22 February 1716.
224	221	p Carnarvon to fix the Retaile Price on them 16: By this Ship including Some Particulars Sent by the Grantham We have fully Supplied You with all You desired in Your Indent of Stores except the Mountain Wine 17: Wee dont find in Your Consultation Books any thing Mentioned of the Price You putt on the Goods received from India but Suppose it was the Price You Charge them at Viz^{<sup>t</sup>} in the Monthly Acc^{<sup>t</sup>} of Sales of Sugar & Rice however they ought & We expect they be first Setled in Consultation at all times when received a Stoars hereafter 18: Your Letters advising You want nothing from India but Rice, Wheate Sugar We Shall in Our Letters Writing to India let them know so much We find You have a large Stock of East India Measured Goods, and therefore direct You dont buy any of the Captains without a Real & great Necessity because while Our Goods Remain in Store its will be Injustice to Us to let them ly by, for if they are not of the Same Sorts the Captains may often get bring what will Supply for the like purposes its in fit Outs Should be Expected when it Shall be considerd as We hope You will always consider that We send from hence or Order from India those Supplys Singly for the Inhabitants Benefits.	The bench was to fix the retail price on them. 16: By this ship, including some particulars sent by the <i>Grantham</i>, the Court fully supplied all that was desired in the indent of stores, except the Mountain wine. 17: Nothing appeared in the consultation books of the price put on the goods received from India, but the Court supposed it was the same they were charged at in the monthly account of sales of sugar and rice. However, the prices ought to be, and were expected to be, first settled in consultation at all times when goods were received into store thereafter. 18: The bench's letter advised that nothing was wanted from India but rice, wheat and sugar, and the Court would let its people in India know as much in its letters. The bench had a large stock of East India [...] goods, and was therefore directed to buy none of the captains without a real and great necessity, because while the Company's goods remained in store it would be an injustice to let them lie by, for goods not of the same sorts might [...] serve for the like purposes. The bench was always to consider that the Court sent from England, or ordered from India, those supplies singly for the inhabitants' benefit. 19: Reason appeared to remind the bench of what was written by the <i>Grantham</i> concerning the goods recovered from the wrecks at the Cape, now at the island. The bench put no value on them, and seemed

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		19: We see Reason to Remind You of what We wrote You by the Grantham concerning the Goods now with You recoverd from the Wrecks at the Cape, You put no Value upon them & Seem to say the People will complain if they are forced upon them certainly with due Care there need be no fear of that & that a Lower Price in Proportion to their Damage may be a proper Inducement to Sell them off, but it Seems to Us not to be so well done for You to buy up two hundred Pieces of Madrass Gingham twenty Pieces of Defectives & two hundred Pieces of blue Sallampores while You had Such a large Quantity of Plain Goods by You that would Serve in Case of Necessity for the Same Purposes in a Word Wee earnestly desire You will putt off all You have as well & as soon as You can that none may ly by & turn to no Acc^t but be Moth eaten or Rat Eaten in Your Stoars Its will be very pleasing to hear You were well rid of them & will give Us a real Uneasiness till it be so. 20: Since Wee Sent You a New Crane which You have not made Use of because You had repaired the old One before take Care to preserve it, that it may not be Exposed to Damage. Margin Notes: full Supply Sent Price of India Goods to be Enterd in Consultacon Only Rice Wheate & Sugar wanting from India No Goods to be bought of the Captains without great Necessity Wreckt & all useless Pieces Goods to be disposed of with all care Recommended New Crane wrote	to say the people would complain if the goods were forced on them. With due care there need certainly be no fear of that, and a lower price in proportion to their damage might be a proper inducement to sell them off. It seemed to the Court not so well done, however, to buy up 200 pieces of Madras ginghams, 20 pieces of doesuties and 200 pieces of blue salem pores while such a large quantity of goods lay by that would serve in case of necessity for the same purposes. In a word, the Court earnestly desired that all be put off as well and as soon as could be, so that none lay by turning to no account, moth-eaten or rat-eaten in the store. It would be very pleasing to hear the bench was well rid of them, and a real uneasiness until it was so. 20: A new crane had been sent, which the bench had not used, the old one having been repaired before it arrived. Care was to be taken to preserve it, so that it was not exposed to damage [...] Interpretations Salempores were a plain blue or white cotton cloth of the Coromandel coast, and ginghams a striped or chequered cotton, both standard trade textiles for the slave clothing and inhabitants' wear in which the island dealt; doesuties were the stout double-thread cotton already bought against orders in the case censured on 23 February 1722. The purchase of 420 pieces while wreck-recovered stock lay unsold repeated in substance the same offence, buying afresh what the stores already held in kind, and the Court's response, fixed pricing in consultation and a discount scaled to damage, applied its standing remedies of published tariffs and salvage realisation. The wreck goods paragraph turned on inventory economics in a moth and rat climate: unsold textiles were a depreciating asset whose value decayed physically in store, so the Court preferred a certain low price now to a notional full price never realised, the reasoning behind its earlier treatment of arrack as a wasting commodity. The crane's redundancy resolved the improvisation ordered in the letter of 31 December 1723, when the crane was held back for tonnage and the bench told to mend the old one and wait a year. The repair succeeded before the replacement arrived, leaving the island with a spare whose preservation the Court now charged on the bench, the unloading machinery being the foundation of the lay-day performance lately praised. The single-purpose declaration closing paragraph 18, supplies sent or ordered singly for the inhabitants' benefit, restated the non-commercial character of the island's stores: the trade existed to provision, not to profit officers or captains, the principle from which every purchase restriction since the middling-profit rule of 14 March 1715 had flowed.
225	222	General Thirdly Touching Our Servants Civil and Military the Accounts of S^t Helena in Gen^l & also concerning Our Slaves Cattle Lands & Revenues 21: Wee are Somewhat Surprizd to find that You haven't Sent Us any List of the Number of Our Civil & Mercantile Servants nor of Our Military & their Pay nor of others that are in the Service with their Wages which by Standing former Orders were directed to be annually Sent Us & the rather because You had a fresh Remembrance of it by the Grantham You indeed write they were Sent by the Heathcote and Macclesfield but Wee cant find any Such List by either which is very Culpable let it never be so again. Reperuse Our former Letters & You will find also Wee orderd a List of the Persons who constantly Eat at Our Charge to be sent Us That We might the know Our Constant Monthly Charges of Our Table rise so high We know in time of	A new head followed: thirdly, concerning the Company's servants, civil and military, the accounts of St Helena in general, and also the Company's slaves, cattle, lands and revenues. 21: The Court was somewhat surprised to find no list sent of the number of its civil and mercantile servants, nor of the military and their pay, nor of others in the service with their wages, which by standing former orders were to be sent annually, and the rather because the bench had a fresh reminder of it by the <i>Grantham</i>. The bench did write that they were sent by the <i>Heathcote</i> and <i>Macclesfield</i>, but no such list could be found by either, which was very culpable; it was never to be so again. The former letters would also show an order for a list of the persons who constantly ate at the Company's charge, so that the Court might see how the constant monthly charges of its table rose so high. The Court knew that in time of shipping the expenses would increase, but that was only for some

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		Shippishe the Expences will Encrease but that is only for Some Months & but part of them. Dont faile to Send this last mentioned Liste yearly by two or three conveyances at least 22: We orderd a Book to be Provided wherein to Enter the Substance of Our Gen^{le} Standing Orders Sent from Year to Year that it might be always before the Governour & Councile to remind them of what Wee Expected, in Governour Pykes time there was one drawn out very Voluminous & therefore tedious but whether it has been contended do unto appear however as You have Several Months in the Year wherein You have no hurrey of Shipping therefore take Care those Standing Orders be all Collected & Entered in a Book Namely the Abstracts or Main Substance of them each under its proper Head as the Same are contained in Our Letters which are generally very Short tho Sometimes the Reasonings upon them or Our Expostulations may be larger but those need not be taken Notice of, add the date of the Letter & y^e Number of the Paragraphs to each in the Margin to be the Easier turned to when You want to See any of them for fuller Explanation where the Substance of them may not be so fully Expressed & when so done Send Us a Copy for Our Perusal Margin Notes: Lists not rec^d Standing Orders to be Collected & Ent^d in a Book for that purpose	months and but part of them. The bench was not to fail to send this last list yearly, by two or three conveyances at least. 22: The Court had ordered a book to be provided in which to enter the substance of its general standing orders sent from year to year, so that it might lie always before the Governor and council to remind them of what was expected. In Governor Pyke's time there was one, but it grew very voluminous and therefore tedious, and whether it had been continued did not appear. As several months in the year brought no hurry of shipping, care was to be taken that the standing orders be all collected and entered in a book, namely the abstracts or main substance of them, each under its proper head as contained in the letters. The orders themselves were generally very short, though the reasonings on them, or the Court's expostulations, might be longer, and those need not be taken notice of. The date of the letter and the number of the paragraph were to be added to each in the margin, the better to turn to them when fuller explanation was wanted where the substance was not so fully expressed. When done, a copy was to be sent home for the Court's perusal. Interpretations Paragraph 22 revived the extract book for the third generation of government, ordered first on 5 March 1713, found incomplete after seventeen months on 14 March 1715 and pressed on Governor Smith personally in the <i>Essex</i> instructions of 14 February 1723. The new specification learned from the Pyke volume's failure: abstracts only, reasonings and expostulations omitted, marginal citations of letter date and paragraph as the index back to the full text, and a copy home so London could verify both the book's existence and its accuracy. The design separated the binding order from its rhetorical wrapping, producing a code rather than a chronicle. The missing lists in paragraph 21 failed at the claim of dispatch rather than of compilation: the bench asserted transmission by two named ships and the Court found neither copy, so either the lists never sailed or the packet records were false, and the double-conveyance rule of two or three copies was reimposed precisely because a single asserted sending could not be disproved. The table-eaters list renewed the demand first made on 22 February 1716, when a charge of seventy odd pounds a month rested on a list of forty unnamed persons, the head-count being the only instrument for testing whether the fort table fed the service or the island's upper layer.
226	223	p Carnarvon 14^o Dec^r 1725 23: It is a great Pleasure to Us to See Our Debts are lessend & to read Your Promise that they Shall be all got in as fast as they can among the Debtors We find Some that by what Appears are able & therefore You Should Quickenn & make them willing especially Such as Sell to You Poultry, Hoggs & Yams or Suckers their Value Should be taken in part. 24: If Care be taken that the Workmen You Employ dont Wrong You & You say they dont, its not much amiss of You Reckon with them halfe Quarterly Since You say they are pleased with it but certainly there would be less danger of Mistakes if the Acc^{ts} were cleared every Month & the trouble to You will be but little especially out of Shipping time & must needs be more pleasing to Us therefore settle it so & make a since Consultations the acc^t to whom Money is paid or Sett off how & and to said for what time & on what Occasion at every Reckoning 25: We find large Sums drawn as is Said for Cash Notes paid in but little or no mention made of the Write in	23: The Court took great pleasure in seeing its debts so lessened, and in reading the bench's promises that they would all be got in as fast as they could be from the debtors. Some appeared able to pay, and those were to be quickened and made willing, especially such as sold the bench poultry, [...] and yams or suckers, whose value was to be taken in part of their debts. 24: Care was taken, the bench said, that the workmen employed did not wrong it, and reckonings were made with them every quarter, with which they were pleased. There would certainly be less danger of mistakes, however, if the accounts were cleared every month, and the trouble would be but little, especially out of shipping time, and must be more pleasing to the receivers. It was therefore to be settled so, and the consultations were to record to whom money was paid or set off, how much and each for what, so that the Court might know the occasion at every reckoning. 25: Large sums appeared drawn on the Court and paid for cash notes paid in, but little or no mention was made of them in consultation, whereas the matter ought always to begin there, with the reasons for drawing bills entered. Care was to be taken that it was

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		Consultation whereas it ought always to begin here & to Enter therein for what Reasons You draw Bills take Care it be so in future & then to be likewise mentiond in the Letters, which are the Advice of their being drawn 26: Advise what Methods You take with Relation to the Cash Notes paid You for which We have promised to Pay the Bills drawn on that Acc^{<sup>t</sup>} & who are Accountable for those Cash Notes & what care is taken that they are justly dealt with for without great Caution We may Suffer greatly & even before Wee are well aware those paid for those Goods of Ours are out of the Question & by Your Consultations it appears the Goods for the last Year amount to above Eighteen Hundred & Twenty Pounds its likely part of the Sum goes for Quartering Soldiers, The Rents & Revenues came to five Hundred Pounds more, Some Debts are paid You, add all these together & it Should Seem that there could be but very little or nothing over for which We could Pay Bills were Salaries included, had 27: We the aforementioned Lists of Salaries Pay & Wages We might come to a near Calculate, which as aforesaid must necessarily Sente, it would be but a little trouble to Send Us an Annuale Acc^{<sup>t</sup>} of all Disbursements Viz^{<sup>t</sup>} so much for Salary so much for Pay so much for Wages & the rest of Our Disbursements which We now particularly Recommend to the Care of Our Govern^{<sup>t</sup>} to See it is done. We cant imagine but the Annuall Cargo Sent from hence the Yearly Supplies Margin Notes: Debts lessend acceptable & the Remainder to be got in. Monthly Reckonings Recommended Bills of Exchange & the Reason to be Enterd in Consultacon Advice to be given what is Accountable for Cash Notes &c^{<sup>a</sup>} Lists & Annuale Acc^{<sup>ts</sup>} of all Disbursements to be Sent	so in future, and the bills were then likewise to be mentioned in the letters, which were the advice of their being drawn. 26: The bench was to advise what methods it took in relation to the cash notes paid in, for which the Court had promised to pay the bills drawn on that account, and who was accountable for the cash notes, and what care was taken that the Company was justly dealt with, for without great caution it might suffer greatly, even before it was aware. By the consultations the goods for the last year amounted to above £1,820 0s 0d, the likely part of this sum going for quartering soldiers; the rents and revenues came to £500 0s 0d more; and some debts were paid in. All these together, it should seem, could leave but very little or nothing over for which bills could be paid, salaries included. 27: Had the Court the lists of salaries, pay and wages already mentioned, it might come to a near calculation. It would be but little trouble to send an annual account of all disbursements, namely so much for salary, for pay, for wages and the rest of the disbursements, which was more particularly recommended to the care of the Governor to see done. The Court could not imagine but that the demands [...] the goods supplied [...] Interpretations Paragraph 26 set out the island's monetary circuit as an audit problem. Cash notes were the Company's paper taken in at the stores and redeemable in bills on London at the holder's option, the promise standing since the proclamation ordered on 11 March 1717, so every bill drawn home should correspond to notes genuinely paid in against goods, rents or debts. The Court's arithmetic, goods above £1,820 0s 0d largely offset by soldiers' quartering, revenues of £500 0s 0d and some debt receipts, showed the island's whole cash flow barely covering its outgoings, which made the large sums drawn by bills unaccountable unless notes were being converted without value received, the fraud channel the demand for named accountability was designed to close. The consultation-first rule for bills in paragraph 25 applied to the island's drawings the same discipline imposed on transfers since 31 May 1721: the authority, the reason and the sum entered before the instrument issued, with the letters home as the second record, so that London could match every bill presented against a minuted decision. The payment-in-kind rule of paragraph 23 closed a circular indulgence: planters who sold the Company poultry and yams while owing it money were taking cash with one hand and withholding debts with the other, so their produce was to be set off against their balances, the money's-worth recovery method standing since the lenity rules of 31 May 1721. The disbursement summary of paragraph 27, totals under salary, pay, wages and the rest, was the expenditure mirror of the revenue list in the <i>Essex</i> instructions, the two together giving London the island's complete annual account in a form independent of the general books whose arrears had so long obstructed judgment.
227	224	General Supplied You from the East Indies the Labour of Our Blacks, the Produce of Our Plantations & Our yearly Rents & Revenues Should more than make good all Our Charges for Maintaining the Island 27: You Advise that You intend to carry on the Acc^{<sup>ts</sup>} of the Island to Septem ber & from thence to conclude the yearly Acc^{<sup>ts</sup>} in September excepting only as to the Acc^{<sup>ts</sup>} of Rents & Revenues & that of the Inhabitants their Lands Blacks & Live Stock of Cattle which Shall be Sent next to 25^{<sup>th</sup>} March,	The goods supplied from England, those from the East Indies, the labour of the Company's blacks, the produce of its plantations and the yearly rents and revenues should more than make good all the charges of maintaining the island. 27: The bench advised that it intended to carry the accounts of the island on to September next, and from then on to conclude the yearly accounts in September, except only the account of rents and revenues, and that of the inhabitants, their lands, blacks and live stock of cattle, which would be sent next to 25 March but afterwards to 25 September. The Court approved,

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		but afterwards to 25th Sep^{>t</sup> this Wee approve of because You will then be at more Leisure & free from Shipping & We may reasonably expect to have the whole brought up & Sent yearly whereas now & heretofore We are & have been a Year behind for those Books End with the Year 1723 & Our Ships did not come from You most of them till the begining of the Year 1725 viz^{<sup>t</sup>} in Aprill & after} 28: As to the Acc^{>t</sup>} of Our Blacks You tell Us it Shall be sent as We have Ordred in Para 27 p Grantham which will be acceptable but y^{<sup>e</sup>} Answer to the next Para does not Satisfy You refer to the Books to Shew the Acc^{>t</sup>} of the Blacks but that is blended Provisions & Clothing all together without due distinction What We expect & want to be yearly hereafter Sent is, That as here Gentlemen Cloth their Footmen once a Year so You Should Cloth the Blacks at a time certain & not otherwise & let Us know what that Charge Amounts to. If You See any particulars Reason for allowing Some of them Cloths oftener advise who & why but to find as We do in the Monthly Acc^{>ts</sup>} of Stores deliverd out by the Storekeeper Goods deliverd out for the Blacks Use Savours to Us of too loose a Management which Wee would have reduced to a certainty, as it may be by a Sett time for Clothing them & then if any of them are so ill Husbands as not to take Care of their Cloaths to make them last to the time of new Clothing punishe them as they deserve & let them go in Raggs & Patches which will Should Soon Shame them into better Manners 29: We have the List You Sent of Our Slaves with out Saying how many but having Cast up their Numbers at each Place Wee find there is in all One Hundred & forty five Males & Sixty two Females besides Eight Superannuated & of this N^{<sup>r</sup>} are Nineteen from One to Nineteen Y^{<sup>rs</sup>} old & Six from one to thirteen Years old. Margin Notes: Books to be Ballanced yearly at a Sep^{>tr</sup>} Computation of the Amount of Blacks Cloth^{>g</sup>} required List of Blacks rec^{>d</sup>} but faulty	because the bench would then be at more leisure and free from shipping, and the whole might reasonably be expected brought up and sent yearly, whereas now and heretofore the accounts ran a year behind: the books ended with the year 1723, and the ships mostly did not come from the island until the beginning of 1725, some in April and after. 28: As to the account of the blacks, the bench said it would be sent as ordered in paragraph 27 by the <i>Grantham</i>, which would be acceptable, but the answer to the next paragraph did not satisfy. The bench referred to the books to show the account of the blacks, but those blended provisions and clothing all together without due distinction. What the Court expected, and wanted made yearly certain, was this: as gentlemen in England clothed their footmen once a year, so the blacks were to be clothed at a fixed time and not otherwise, with the charge reported. If any particular reason appeared for allowing some of them clothes oftener, the bench was to advise who and why. To find, as the Court did, goods delivered out for the blacks' use scattered through the storekeeper's monthly accounts suggested too loose a management, which was to be reduced to a certainty by a set time for clothing them. If any were such ill husbands of their clothes as not to make them last to the time of new clothing, they were to be punished as they deserved and left to go in rags and patches, which would or should soon shame them into better manners. 29: The list of the Company's slaves was received, though without any totals. Having cast up the numbers at each place, the Court found in all 145 males and 62 females, besides eight superannuated, and of these nineteen from [...] to nineteen years old and six from one to [...] years old. Interpretations The September year-end of paragraph 27 redesigned the island's accounting calendar around the shipping seasons. The old Lady Day close of 25 March fell amid the homeward traffic, so books closed then sailed a year late, as the 1723 books arriving in 1725 proved; a September close fell in the slack months, giving the accountant leisure to balance and the next fleet a current set to carry. The exception keeping the lands and stock census to Lady Day preserved comparability with the long series of inhabitant returns ordered to every Lady Day since the <i>Essex</i> instructions. The Court's own casting of the slave list, 145 males, 62 females and eight superannuated, supplied the totals the bench omitted and exposed the population's structure: a heavily male labour force with a small rising generation, the profile produced by purchase rather than natural increase. The age bands tracked the trainable young whom the standing orders since 11 March 1717 directed to trades. The rags-and-patches sanction completed the clothing reform of the previous letters with its enforcement clause: the annual livery fixed the entitlement, and premature wear was answered not by replacement but by visible deprivation until the next general clothing, shifting the cost of carelessness onto the wearer, with shame as the instrument.
228	225	p Carnarvon 30: Wee earnestly desire You will Cause Such of them as are capable to be brought up to Handycrafts which will make them more Valueable than Such as can only Plant Yams or carry Burthens 31: Wee have a Letter from S^{>t</sup>} Helena advising that Our Governour has a great Number of Blacks for which the French the Overseers pays Eighteen Pence a day for each whether Sick or well as being Employd in Our Affaires tho several of them are but Children, Wee would believe this to be a false Report but be so the Number & y^{<sup>e</sup>} Facts	30: The Court earnestly desired that such of the blacks as were capable be brought up to handicrafts, which would make them more valuable than such as could only plant yams or carry burdens. 31: A letter came from St Helena advising that the Governor kept a great number of blacks, for whom Mr French the overseer paid eighteen pence a day each, sick or well, as being employed in the Company's affairs, though several of them were but children. The Court would believe this a false report, both as to the number and the [...]. On perusing the letters, however, the bench would find that on the like complaints

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		however You will on Reperusing Our Letters find that on the like Complaint against Governour Johnson as Wee remember Wee forbid his keeping any except two or three for his own private Use & made it then a Standing Order for the future to all other Governours which makes Us hope Cap^t Smith has not broke into that Rule, if he has in any Degree We direct he do so no more but part with his Blacks as Soon & as well as he can. 32: It is added that he has large Quantities of India Goods in the Storehouse which are continually Selling but while Ours ly undisposed of We would hope that this is false in Fact, but if there be any Truth in it it must have a Speedy End there so far the downright Abuse 33: We are pleased to find in Your Consultations that You are Letting out Our Waste Ground have sold the Land late William Charltons & that You have thrown up Hulls Plantation by which means Our Charge of Blacks there will be at an End, that the Plantation You are making Improved & forward the Valley will in a little time enable You to part with other of Our Plantations to the best bidder this will give Us a true Pleasure when well effected for Wee have more than once told You Wee dont desire more Plantations than Sufficient to raise Yams for Our Blacks & the Great One in the Country for Our Generale Stock 34: How can You Suppose the Case of the Planters doing their business that with so few Blacks has been Misrepresented to Us when it appears from Your own Shewing in the List of the Families Sent Us & if M^r Cowell & Some others had Yams Sufficient not only for them selves but to Sell off large Quantities why Should not Ours be able to raise in the Same Proportion but as the Cause of this was before Captains Smith time & the promises for his Part to take Care Margin Notes: Blacks to be Instructed in Handycrafts Informacon rec^d about Gov^r keeping Blacks this Famuly prohibited & again forbid And also about & his Selling India Goods out of the Store. Letting of Land & Sale of Plantacons Approved & farther Recommended Complaints that Yams are not raised in Proporcon to the Planters	against Governor Johnson the Court forbade his keeping any except two or three for his own private use, and made it then a standing order for the future to all other governors. The Court hoped Captain Smith had not broken into that rule. If he had in any degree, he was directed to do so no more, but to part with his blacks as soon and as well as he could. 32: The same letter added that the Governor had large quantities of India goods in the storehouse, which were continually selling out while the Company's lay undisposed of. The Court would hope this was false in fact, but if there were any truth in it, it must have a speedy end, being a downright abuse. 33: The Court was pleased to find in the consultations that, in letting out the waste ground, the bench had sold the land late William Charles's, and thrown up Hutts plantation, by which means the charge of blacks there would be at an end, and that the plantation improvement fertilising the valley would in a little time enable the bench to part with others of the plantations to the best bidder. This would give true pleasure when well effected, for the Court had more than once said it desired no more plantations than sufficient to raise yams for its blacks, with the great one in the country for the general stock. 34: How could the bench suppose the case of the planters doing their business with so few blacks had been misrepresented, when it appeared from the bench's own showing in the lists of families sent home? If Mr Powell and some others had yams sufficient not only for themselves but to sell off in large quantities, why should the Company not be able to raise in the same proportion? But as the cause lay before Captain Smith's time, and he promised for his part to take care [...] Interpretations Paragraph 31 showed the Court's intelligence running outside the official channel: a private letter from the island reported the Governor hiring out his own slaves to the Company at eighteen pence a day through Mr French the overseer, sick or well and children included, the precise self-dealing forbidden when Governor Johnson was barred from keeping blacks on 31 May 1721 and the rate itself the planter-class floor Mr Bazett had manipulated on 22 February 1716. The Court's handling preserved both the informant and the Governor: the report was professed disbelieved while the standing order was restated and prospective divestment commanded, so compliance could follow without a conviction. The paired allegation in paragraph 32, the Governor's private India goods selling out of the storehouse while the Company's lay still, described the engrossing pattern condemned since the private warehouses of 14 March 1715, aggravated by using the Company's own premises and custom as the outlet. The conditional censure, false in fact it was hoped, ended on the same unconditional rule. The land disposals of paragraph 33 recorded the divestment programme finally executing: the William Charles parcel, whose purchase at double value had been condemned in the letter of 12 February 1725, was resold; Hutts plantation was abandoned with its slave establishment; and the target estate was restated as the yam grounds and the great country plantation only, the configuration the Court had sought since declaring itself unwilling to keep land in the <i>Essex</i> instructions. The Powell comparison in paragraph 34 closed the circle on the misrepresentation plea by citing the bench's own family lists as the evidence, the same self-incriminating-records method used throughout the audit letters: the island's documents, once standardised, argued the Court's case without further witnesses.

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<u>229</u>	226	General Shall not be so hereafter We shall say no more of it. 35: Wee dont find in Your Lists of Rents & Revenues any thing Charged as received for Dutys & Custom which usd to be, let Us know why it is not now. 36: By Your last Letter it Seems You intended then to Send no Blacks to Bencoolen believing it would be more for Our Service to keep them a Year longer to compleat the Great Wood & to Fence Clear the Ground & Enclose the New Plantation therefore Wee hope You will Send the more by this Ship for the Reasons in the Granthams Letter & as then directed in Paragraph 30 Fourthly Touching Our Fortifications Buildings & Garrison Stores 37: Wee have nothing to add under this Head either to y<sup>r</sup> Letters before Us or otherwise but only to refer You to former Orders as there Shall be occasion Fifthly touching the Civil Governments or the Productions thereof and what concerns any of the Inhabitants 38: We have perused the Advertizement enterd in Y<sup>r</sup> Consultacon of the 3<sup>d</sup> June to enforce former Orders about Planting Wood with the addition to it, for Planting Furze to Secure the Ground & Fruits from the Blasting Winds & the Trees from being browzed by the Cattle & So therein Your Care for the Generale Good of the Island, this good Order has been many Years in being but its too plain that for want of Care & Enforcing it by a Penalty it has been disregarded We find in Said Consultation that You have given Publick Notice of a Survey to be made when the Planting Season is over & the Defaulters to be Punished, If You have done as You threatend We hope it will have the desired Effect, it is said People must be forced to do what is for their Benefit but whatever is for the Advantage of the whole Should be Regarded altho it may not Suit every one alike. 39: Wee have also Perused Your Consultation of 13<sup>th</sup> Sep<sup>r</sup> 1724 relating to the Granting of Leases of the Companies Wast Land to the prejudice of the Orphans of deceased Persons which appears to Us to be very Equitable & designed as a Cheque to prevent any Detriment to Margin Notes: Reason required why nothing is received for Customs &c<sup>a</sup> now. Blacks Orderd to be sent to Bencoolen Former Orders Referd to Planting Wood &c<sup>a</sup> to be enforced No Land to be let to the prejudice of Orphans	If it were not so hereafter, the Court would say no more of it. 35: Nothing appeared in the lists of rents and revenues charged as received for duties and customs, which used to be there. The bench was to explain why there was nothing now. 36: By the last letter it seemed the bench intended to send no blacks to Bencoolen, believing it more for the Company's service to keep them a year longer to complete the great wood, fence and clear the ground and enclose the new plantation. The Court therefore hoped the more would be sent by this ship, for the reasons in the <i>Grantham</i> letter and as then directed in its paragraph 30. Fourthly, concerning the fortifications, buildings and garrison stores. 37: Nothing arose under this head, either on the letters before the Court or otherwise, except to refer the bench to former orders as there should be occasion. Fifthly, concerning the civil government, or the productions of the island, and what concerned any of the inhabitants. 38: The Court perused the advertisement entered in the consultation of 3 June, enforcing the former orders about planting wood, with the addition of planting furze to secure the ground and fruits from the blasting winds and the trees from being browsed by the cattle, and therein the bench's care for the general good of the island. This good order had been many years in being, but it was too plain that for want of care, and of enforcing it by a penalty, it had been disregarded. The same consultation showed public notice given of a survey to be made when the planting season was over, with the defaulters to be punished. If the bench had done as it threatened, the Court hoped it would have the desired effect. It was said people must be forced to do what was for their benefit, but whatever was for the advantage of the whole should be regarded, although it might not suit everyone alike. 39: The consultation of 15 September 1724 was also perused, relating to the granting of leases of the Company's waste land so as not to prejudice the orphans of deceased persons, which appeared very equitable, and designed as a check to prevent any detriment to [...] Interpretations The vanished customs receipts of paragraph 35 removed a whole branch from the revenue list enumerated in the <i>Essex</i> instructions, where customs on goods sold out of ships to the inhabitants stood beside slave hire, grazing fees and rents. A head that used to yield and now yielded nothing meant either the trade had stopped, the duty had lapsed or the receipts ran past the books, and the bare demand for a reason left the bench to identify which. Paragraph 38 supplied the doctrine behind the compulsion ordered in the letter of 12 February 1725: measures for the advantage of the whole bound individuals whom they suited unequally, the Company as lord of the manor enforcing by survey and penalty what decades of unenforced good orders had failed to achieve. The survey-after-season mechanism gave the penalty its evidence, each holding inspected against the planting requirement at a fixed date. The orphans' check in paragraph 39 protected inheritance claims against the waste-land leasing now accelerating under the divestment policy: land descending to absent or minor heirs under the by-laws of 20 March 1680 could otherwise be leased away as waste before the heirs could assert possession, so the bench's rule subordinated new grants to existing successions, and the Court's approval confirmed equity as a limit on its own disposals.

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			The Bencoolen deferral and its reversal in paragraph 36 played out the priority contest the Court had itself created: the bench kept the slaves to finish the great wood fencing the Court demanded, while the Court held the export order superior now that the island's labour, by its own showing, could not feed itself, the reasoning of the <i>Grantham</i> letter's paragraph 30 repeated rather than relaxed.
230	227	p Carnarvon to Such Orphans & Since it was Exposed a whole Month to publish View to hear what could be alledged against it & no objection has been made thereto Let it be the Standing Rule of the Island especially if the General Meeting at the Quarter Sessions do confirm it for Wee would have them Consulted in Affairs of this Nature 40: M^r Gurlings Title to the Acre of Land Sold by him to M^r Richard Goodwin appears to Us to be very good for the Reasons mentiond in Your Consultations 2^d Febr'y 1724 & 10th Paragraph of Your Letter 28 April 1725 41: We have received Joseph Bakers Petition Praying the Fine of fifty Pounds for Breaking the Peace for Payment whereof he enterd into a Recognizance be forfeited it may be Mitigated or forgiven & finding by Your Consultations You had promised to write in his Favour Wee leave it to the Governour to remit if he thinks fitt or at moste to receive but a Small part thereof 42: M^r Benjamin Hawkes has Complained to Us of his Suspension & Sent his Petition which appears to be the Same with that he presented to the Councill 27th April 1725 & was then affirmed to be false and Malitious & he having given great Occassion for Censure by his Immorale Life We do hereby Order his Dismission & that he be Sent home first giving Security for Indemnifying the Island from any Charge on acc^t of his Bastard Child or will take its with him 43: We find it necessary to take Notice that Your Consultations are wrote down to the Uttmost Extent of the Paper so that when they are bound up whole Words Sometimes are not visible being confined within the Binding to prevent this in future Remember to leave a Blank in every Line as You generally may observe is in the left hand Sides of Printed Books that so the whole may be visible whenever there is Occassion for the Perusale We are Your Loving Friends Baltzar Lyell Henry Kelsey Edw: Owen W^m Billers Simon Theusemans Abra Jansson W^m Gosselin R^d Boulton Henry Heathcote Leonard Gill Jn^o Drummond Cha^s Savage jun^r Matthew Decker Henry Lyell J Wordsworth E Harrison John Gould Margin Notes: this to be a Standing Law. Gurlings Title to an acre of Land confirmed Remission of Bakers Fine referd to the Govern^r Ben Hawkes dismissⁿ to Orderd to be Sent off the Island Consultacons not to be too near the Edge of the Paper	The rule protected such orphans, and since it was exposed a whole month to public view to hear what could be alleged against it, and no objection was made, it was to be the standing rule of the island, especially if the general meeting at the quarter sessions confirmed it, for the Court would have them consulted in affairs of this nature. 40: Mr Gurling's title to the acre of land sold by him to Mr Richard Goodwin appeared very good, for the reasons mentioned in the consultation of 2 February 1725 and the tenth paragraph of the letter of 26 April 1725. 41: Joseph Bates's petition was received, praying that the fine of £50 0s 0d for breaking the law, for payment of which he entered into a recognisance, might be mitigated or forgiven. Finding by the consultations that the bench had promised to write in his favour, the Court left it to the Governor to remit it if he thought fit, or at most to receive but a small part of it. 42: Mr Benjamin Hawkes complained to the Court of his suspension and sent his petition, which appeared the same with that presented to the council on 27 April 1725, and was then affirmed to be false and malicious. As he had given great occasion for censure by his immoral life, the Court ordered his dismissal, and that he be sent home, first giving security to indemnify the island from any charge on account of his bastard child, or taking the child with him. 43: The Court found it necessary to notice that the consultations were written to the utmost extent of the paper, so that when bound up, whole words were sometimes not visible, being confined within the binding. To prevent this in future, a blank was to be left in every line, as generally observed on the left-hand sides of printed books, so that the whole might be visible whenever there was occasion for perusal. The letter closed as from the bench's loving friends, signed by Balthazar Lyde, Henry Kelsey, Edward Owen, William Billers, Simon [...], Abraham Janssen, William Gosselin, R[...] Boulton, Henry Heathcote, Leonard Gill, John Drummond, Charles Savage junior, Matthew Decker, Henry [...], J[...] Wordsworth, Edward Harrison and John Gould. Interpretations The confirmation procedure for the orphans' rule set out the island's path to local legislation: a month's public exposure for objections, then confirmation by the general meeting at the quarter sessions, the planters' assembly descended from the biennial general court of the by-laws of 20 March 1680, with the Court expressly desiring consultation of the inhabitants in matters of this nature. A bench order thereby acquired the standing of settled law by consent rather than mere instruction. The Hawkes dismissal reversed within two years the appointment made on the bench's own recommendation in the letter of 31 December 1723, when he was named fifth of council on a character for diligence. The grounds, an immoral life and a petition adjudged false and malicious, were compounded by the bastard-child condition: the security demanded before his departure applied the principle that no one quit the island leaving a charge behind, the rule enforced on debtors since the <i>Essex</i> instructions, here extended to the maintenance of an illegitimate child who would otherwise fall on the parish-less island.

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			The Gurling title ruling closed quietly a name from the old audits, Richard Gurling's debt having been the £300 0s 0d understatement in Haswell's list on 22 February 1716, his land dealings now passing scrutiny under the registration regime, with the purchaser Richard Goodwin acquiring under a confirmed title. The binding-margin instruction in paragraph 43 treated the consultation book as a permanent legal record rather than a letter: words lost in the spine were evidence lost, and the printed-book margin standard ensured the volumes remained fully legible to any future perusal, the physical counterpart of the citation rules imposed on their contents.
231	228	Blank page	
232	229	Blank page	
233	230	Blank page	
234	231	Blank page	
235	232	Book cover	
236	233	EAP 1364 St Helena Document Name and Date LETTERS FROM ENGLAND 1717-1725 Dimensions (height x width x depth) (cm) H38 x W26 x D6 No. written pages: ~~230~~ 525 No. blank pages: 7 Spine and cover GOOD CONDITION Inside pages FAIRLY GOOD CONDITION FOXING IS PRESENT PAGES ARE NUMBERED ON EVERY OTHER PAGE - BOTTOM MIDDLE PAGES WERE VERY DELICATE Additional comments Time taken to photograph (hours) 11 hrs	