Standard Forms, Oaths & Certificates 1777-1828

Introduction: This is the precedent book of the St Helena Secretary's office, recording model wording and standing orders the Council used repeatedly. It includes convoy orders, landing certificates, oaths for ships' officers, extracts from charter parties and the Court of Directors' instructions to commanders, market rules, licences, leases, highway and sheep warrants, letters of administration, a prize court commission and alarm orders for militia and slaves.

Source: Images of the original records can be viewed on the British Library's website: https://eap.bl.uk/archive-file/EAP1364-1-6-4.

Text Transcription: This text was produced entirely by AI transcription of handwritten document images on the British Library's website, at approximately thirty pages per hour.

Current AI systems cannot transcribe handwritten manuscripts with complete accuracy, particularly where documents are degraded or damaged, where poorly formed script or marginal notes merge into the main body of text, or where complex tables are present.

Four specific problems affected this transcription. First, AI is designed to prioritise meaning and readability, which creates a strong tendency to alter spellings, expand abbreviations, or adjust grammar rather than preserve original forms. It is particularly unreliable in recognising the correct spellings of unfamiliar surnames and place names. To mitigate this, for each image submitted, the AI was given a strict protocol requiring it to rely solely on clearly visible ink strokes and to mark any uncertain readings as [...], thereby reducing the risk of inferred or invented text. Second, AI struggled to transcribe handwriting in the style of the late secretary hand, commonly employed from the sixteenth to eighteenth centuries, in which the letter 'S' appears in a form resembling a trailing 'L'. Third, some of the handwriting in this volume is so faint or poorly formed as to be difficult to read even by eye. Fourth, many tabular sections were too complex to transcribe accurately, so these have been replaced by summary titles such as "Report: Invoice for Goods Received by Sea".

Given these limitations, this transcription should be regarded as unreliable and used only as a search-and-find shortcut. Once a relevant passage has been located, it must always be checked against the original images.

Modern Text Interpretation: 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 modern summary is followed by an AI-generated Interpretations section, which provides additional commentary on the material based on wider information located on the internet. The AI analysis also includes a 'Speculations' section, offering one or more possible reflections on the material. The value of these notes range from the profound to the trivial or self-evident - time did not permit deletion of the latter.

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 pagination is unconventional, appearing sequentially only at the bottom centre of many recto (right-hand) page, while the verso (left-hand) pages are left unmarked. In other words, each side of the page have the same number. This numbering system has therefore been ignored.

The first page of records is shown in film No. 5 and this is assumed to be page 1 (its location is therefore 5/1). The page numbers then continue in sequence to the end of the volume.

AI Generated Summary

Introduction

The precedent book of the Secretary's office at St Helena held the model wording that the Governor and Council issued between 1777 and 1787, with one oath added in 1828. Most forms were copied from real occasions and then reduced to initials such as A.B. and C.D. so the clerk could reuse them. The book records what the Council intended rather than what happened, and it rarely says how often a form was used. Its years span the American War of Independence, which drew in France in 1778 and the Dutch Republic in December 1780. They close after the peace of 1783. [Film No. 5-41]

Governance and Administration

The Council of 1777 to 1781 comprised John Skottowe, Daniel Corneille, Matthew Bazett, William Wrangham and Henry Bazett. Their initials closed most forms, and their full names signed a warrant of 3 November 1781. Britannicus Alexander Wright signed as Secretary from March 1779 to April 1787. The book grew as needs arose: an oath sworn before T. H. Brooke on 12 April 1828 by the mates of the *Atlas* under Captain John Hine was entered because no model for it existed. The oath placed a mate's authority with the island's government rather than with his captain. [Film No. 5-6, 10, 15, 38, 41]

Company housing went with office rather than with the person. A memorandum of 8 August 1785 resolved that, if Major Bazett's vacant Council seat stayed unfilled, Captain Pierce would take the fifth councillor's house. The adjutant, Captain Lieutenant Charles Ross Stewart, would then take the engineer's house, which Pierce had called cramped and rotten in 1778. A certificate of 1 April 1785 gave Thomas Stroud, the island's surgeon, one year's leave in England to recover his health on the sworn statement of his assistant, David Kay. The fixed term kept Stroud's post open but left Kay alone in charge of the garrison's health. [Film No. 38-39]

Judiciary

A model letter of administration of June 1779, in the 19th year of George III, let the Governor and Council grant a widow power over the estate of a planter who died without a will. In England the church courts held this jurisdiction, but St Helena had none, so the Council exercised it under the Company's seal. The widow had to recover and pay debts, deliver an appraised inventory and account whenever required. She and a surety were bound in £1,000 0s 0d, a sum above the value of most island estates. The same procedure had served for James Harper's administration of his brother Richard's estate from 13 April 1778 and for John Seale's estate, valued under oath and registered on 26 January 1778. [Film No. 11]

Military Affairs and Defence

Two alarm orders entered between June 1779 and 1780, and so probably of about 1779, set out the defence plan. On four guns from any alarm post, each militiaman went to the Edge House or High Peak under the commanders of the east or west flying party, the mobile detachments sent to a threatened bay. He also had to attend exercise on Francis Plain by 9 am on the second Tuesday of each month or be fined. Henry and James Casthope and William Worrall had been fined under this rule on 16 February 1778. [Film No. 12]

A heading of about 1779 for a list of discharged soldiers put aboard homeward ships closed the charge for men kept on subsistence at 6d a day until a passage was found. The Court of Directors' orders of 15 January 1783 required a Council member and a sergeant to search every arriving Company ship for deserters from India against her muster roll. The order lay behind Major Henry Bazett's musters of departing ships in 1777 and 1778, and a captain who resisted now breached his charter party. Recruits from England were to be mustered before the ship's surgeon so that blame for sickness could be fixed on ship or shore. The surgeon of the *Earl of Mansfield* had been paid 5s a head for his care of recruits. A model letter of about 1784 asked a commander to search for Edward Fell, a private missing some days. Six men had been lost in this way to the convoy of May 1778. [Film No. 13, 31-32, 37]

War at Sea

A convoy order of about 1777, modelled on the departure of Captain Digby Dent in HMS *Arethusa*, bound Company commanders to sail under a King's ship and never part company. The form asserted naval command over merchant captains who answered to their owners and the Court. Keeping it ready mattered in May 1778, when the *Warwick*'s convoy sailed a day after the last Company ship arrived. [Film No. 6]

A consultation held aboard the *Blandford* on 27 July 1781, at 30° 17' north and 20° 17' west, entered the book as a model for officers acting beyond their powers at sea. The fleet had parted from its convoy under Captain Wolseley of HMS *Magnanime* on 3 July 1781. The schooner *Rebecca*, bound for Goree, had since spoken or chased every strange sail. Peter Pigou of the *Blandford*, Edward Fiott of the *Tartar* and Bruce Boswell of the *Earl of Chesterfield* resolved to buy her for the Company. [Film No. 16]

The commanders' 14 numbered reasons of 27 July 1781 rested on bluff and on news. Flying pendants on Wolseley's orders and sending the schooner after strangers, the Indiamen passed for warships. A Danish frigate of 26 guns met on 18 July held her course, and a Portuguese master took the *Blandford* and *Tartar* for men of war. A report of 13 July placed Guichen's squadron of 18 ships of the line and four frigates off Portugal, where a damaged mast could leave a straggler to French cruisers. Calms threatened the water supply and the health of troops aboard. The schooner could wait at a rendezvous for the missing ships, escape with news of an enemy, carry word of the reinforcement to Madras ahead of the fleet and serve in India as a dispatch or Bengal pilot boat. [Film No. 17-19]

The copper-sheathed cedar schooner of 50 tons came with a master and four seamen for £1,300 0s 0d in July 1781. Fiott had offered £1,100 0s 0d for her at Liverpool when war with the Dutch broke out, when she carried ten 4-pounders. She now had four 3-pounders, carriages for two and no shot, so she was bought for speed rather than force. Her slop clothing, worth about £80 0s 0d, went to the detachment of the 78th Regiment aboard. Her owner, Thomas Nesbitt, agreed to be sent home from India by force if required and gave up any right to sue, since the Company barred unlicensed Britons from its settlements. The commanders drew joint bills at 30 days' sight on the Governor General and Council at Fort William, the government the schooner would serve. Five army officers, among them Major George Mackenzie of the 78th, endorsed the decision and strengthened the plea of necessity. [Film No. 20-23]

Commodore George Johnstone, commanding a royal squadron on special service, wrote on 5 September 1781 that he had taken five Dutch East Indiamen near the Cape of Good Hope, among them the *Held Woltemade* and three ships from China. He had brought them under the island's guns. Johnstone had made the captures in Saldanha Bay after abandoning his attack on the Cape. On 7 September 1781 the Governor, under the royal charter for administering justice, commissioned Daniel Corneille, as the member learned in the civil law, and two merchants to judge the prizes. They were to follow equity, the law of nations and the interrogatories of the High Court of Admiralty, could act summarily and had to record each decree with its facts. Speed served captors anxious to sell rich cargoes, while the written record protected the sentence against appeal in London. [Film No. 24-25]

Trade and Shipping

A letter of 23 April 1778 forbade China ships to pass unregistered tea to Indiamen from other parts of India in the road, citing the tea Acts of the 1770s and the Court's orders. A note made the warning a standard clause in every letter to a China ship, which probably explains why the letter was crossed through. The island was the one anchorage where ships from Canton and India lay together. [Film No. 8]

Landing certificates proved delivery, so that a commander could claim freight and probably discharge his customs bond. One of 19 July 1777 covered ordnance and stores from the *Alfred* and *Bridgewater*. A second of 19 July 1778 covered 338 casks of beef, pork and pease from the *Alfred* under Captain James Williamson and 468 from the *Bridgewater* under Captain William Parker. The *Alfred* had also called homeward from China in April 1778. A form of 1780 merged stores and provisions into one certificate and widened its wording to any of the Company's "forts, factories or settlements". A passage order of about 1780 let the Council place a fare-paying traveller aboard an India-bound ship at no charge to the Company. [Film No. 9, 14]

The Court's orders of 15 January 1783 to Captain Henry Churchill arrived by the brig *Saville*, and Wright copied them to commanders on 22 May 1783. Treasure was to be opened and checked against its invoice before a ship's officer, who kept his own lock on any chest not yet examined. Breaking bulk before England forfeited the customs bond and the goods, and any seaman could inform. Some captains had used this ban to refuse supplies to St Helena, so the Court ordered them to supply the island from their cargoes against receipts. Commanders had claimed missing anchors as an excuse to call at Falmouth, Plymouth or Ireland, where private goods could be landed unseen. They could now draw anchors, cables, canvas and topmasts at St Helena at 30 per cent above invoice once the Council accepted the need. With peace, precedence for rehiring was to depend on arrival in the Downs rather than on the first boat to reach Banks's Battery. The wartime rule explains the Council's exact notes of each boat's arrival. [Film No. 27-28, 30-32]

Article 30 of the orders of 15 January 1783 voided any private-trade register made at St Helena. It closed the route Captain Charles Mears had used in March 1778 after failing to declare at Fort St George. Remittance certificates were to be issued to each officer separately, sworn as his own allowance and paid half at 90 days and half at 365 days. Proof of payment at one presidency was needed before paying in at another. Commanders were barred, on pain of dismissal, from carrying Indian servants to England without security for their keep and return, since masters had often abandoned them on the Company's hands. [Film No. 28-29, 32]

An extract from the charter party of the *General Coote*, entered in about April 1785, paid her owners six weeks' demurrage at £20 16s 8d a day, about £875 0s 0d, for calling at St Helena on her way to Canton. The same rate applied beyond ten working days, with a fare for each soldier and passenger. Captain John Baldwin's orders required him to unload within those days or face a formal protest by the Council. The protest answered delays such as Captain Fraser's of March and April 1778, and the Council had sent the *Earl of Mansfield* and *Queen* away the moment their days expired. A note of about 1786 set a fare of £6 10s 0d a head for persons sent on to Fort Marlborough. It replaced bargains such as the £20 0s 0d paid to Captain Douglas of the *Queen* in June 1778 to carry Noquedah Poccollum to Bencoolen. A model letter of 8 January 1787 releasing the Company's snow *Ranger* under the Governor General's orders served for any ship carrying the island's dispatches. [Film No. 38-41]

Supply and Provisioning

The Court warned commanders on 15 January 1783 that it struggled to send enough salt provisions for the garrison and inhabitants. Ships were to stock in India for the voyage home and offer any surplus to the island. The *Ceres* had drawn 13 casks from the Company's stores in May 1778 after her own provisions were condemned, when barrels from England were already arriving light. Fuel was so short that the Council had banned its export, and commanders were now to load fuel in India. The order confirmed the Council's refusal of Long Wood timber to Captain Mears in February 1778. [Film No. 29-30]

Letters to Jonathan Doveton, the storekeeper, tightened control of the store. From 23 October 1786 he had to weigh flour from England against its invoice and deduct any shortfall from the bill of lading, so that the ship's owners bore the loss. The *Earl of Mansfield*'s flour of 1778 had been so poor that the Council bought the captain's private stock at a heavy mark-up. On 24 April 1787 the Council ordered salt meat sold to servants and inhabitants by the whole piece at 4d a lb, keeping the 6 lb cut for the garrison ration. It also had all flour in store weighed before Wright and the storekeeper's assistants. [Film No. 40-41]

Market rules of about 1777 began a rotation on 9 August with the Lieutenant Governor and put councillors on the market list equal with other Company servants. Only the Governor kept first choice. Cattle owners chose one piece from their own beast, every cut was paid for in cash, defaulters lost their place and the slaughter list was kept secret. Prices were fixed at 7d a lb for prime cuts, 6d for middling cuts and 4½d for necks, shins and legs. A rule added in another hand ranked market cattle before beasts killed or sent alive for ships. [Film No. 7]

Revised rules signed by Wright in January 1784 set a fortnightly market opening at 8.30 am, with the first killing on Friday 23 January 1784. Councillors now ranked straight after the Governor in order of precedence, though still held to a fair share by weight, which reversed the equality of 1777. On 26 January 1784 the clerk, Thomas Alsworth, was allowed fees of 1s 0d for each beast weighed dead and 1s 6d for

each sold alive, and he was to weigh cattle sold alive to ships. He was probably the gunner Thomas Aldsworth of 1778. On 22 March 1784 the Council refused any cattle return after the usual one in December, first required on 15 December 1777. The rule stopped planters from pledging few beasts, selling the best to ships and offering more when it suited them. [Film No. 34-37]

Land and Agriculture
A warrant of January 1779 ordered Gabriel Alexander Harper, overseer since June 1778, to count every inhabitant's sheep and goats, including flocks on Company waste land. He was to impound each owner's flock on a notified day in the owner's presence. The warrant followed the discovery in July 1778 that the Company's flock was 75 sheep short of its paper figures and that 380 planters' sheep grazed in the Long Wood. By 3 November 1781 the task had passed to the planters' own institutions. Following grand jury resolutions of 12 January 1780, a vestry of 16 April 1781 nominated Timothy Stiles inspector for the east division, with a Council warrant to count on 1 December and report to the next quarterly court. [Film No. 10, 15]

A form of 1783 let a leaseholder replace a dead nominee with his son, extending a lease held for named lives. Families could keep holdings across generations, while the Company kept its title and probably took a renewal fee. A memorandum of 11 July 1785 bound the owner of Bancroft's, beside the Company's Turkey Ground, to keep up a fence from the common to the Serpentine Walk and on towards John Goodwin's land. [Film No. 26, 39]

Finance
A certificate of March 1779 recorded a commander and his chief mate paying coin into the island treasury for bills on the Court at 90 days' sight. The Council fixed a ceiling for each ship's officers for the whole shipping year in advance. The treasury needed passing ships' coin to pay the garrison, and the ceiling limited the Company's liability in London. The Court's remittance rules of January 1783 applied the same control across its presidencies. [Film No. 10, 29]

Slavery and Coerced Labour
The alarm forms of about 1779 also conscripted slaves. On four guns, a planter such as C. Duncan had to send his male slaves to named batteries, among them Rupert's and Munden's Point, with food for 24 hours. There they would haul guns, carry shot and dig. The one servant he kept at home went to the lines in James Valley on a general alarm. A separate order on six guns, signed by Wright, required John Nokes to send his slave Thomas Stiles to the James Valley lines. Naming the man stopped an owner sending a weaker substitute, and the different gun signals probably marked levels of alarm. Privately owned slaves became the Company's defence labour at their owners' cost. [Film No. 12-13]

A highway warrant dated 3 November with the year blank, entered in about 1783, applied English statute labour to slave owners. The overseer of each division could call each listed slave for six days of 12 hours to mend paths, roads, stiles, bridges and gates. An owner who held back a slave paid double the cost of a hired substitute, black or white, and a slave sent with poor tools went home with the day still owed. A defaulter's goods could be seized by distress and auctioned, with any surplus returned. Some days were reserved for drains, which protected roads on the steep slopes. On 26 November 1787 the Council shared new or altered roads equally among all warrants, so that one division's slaveholders no longer bore the cost alone. [Film No. 33-34]

Social Order
On 19 May 1777 Mrs Price was licensed to sell her stock of wine and beer at her house to inhabitants and gentlemen from the ships. She could not sell to non-commissioned officers, soldiers, black people or anyone who might pass drink to them. The licence became the model for controlling drink by rank and colour, the same lines followed in the prosecutions of Daniels and Harrison in November 1777. [Film No. 6]

The market list of January 1784 named 42 people entitled to fresh beef, from the Governor and the chaplain, John Wilson, to the officers of the garrison. It included the Company pensioners Elizabeth Powell, Elizabeth Kennedy and Mary Beale, as well as Mary Bazett. Ordinary inhabitants, soldiers and slaves had

no place on it, and the planters who raised the cattle reached the market only through their one chosen piece. [Film No. 36]

Personalities

George Allen swore on 21 May 1781 to obey the orders received by his dead captain, Thomas Tembul, and any further orders from the Company. Allen had been first mate of the *True Briton* when Major Henry Bazett mustered her crew in May 1778. Swearing at St Helena made his succession formal on the first Company territory his ship reached. Daniel Corneille's career rose with the island's legal needs, from the Council's civil lawyer in September 1781 to Governor by April 1785. [Film No. 15, 25, 38]

Conclusion

Between 1777 and 1787 the precedent book turned single decisions into standing rules for shipping, supply, land and labour. Its revisions of 1780, 1783 and 1784 widened forms, closed loopholes and settled questions of rank. The record speaks for the Council and the Court, and it leaves silent the planters, soldiers and slaves who bore its demands. [Film No. 5-41]

Film No.	Page No.	OCR Transcription	Modern Interpretation and analysis
1		EAP 1364 St Helena Document Name and Date St helena - Standard forms, oaths and certificates 1777-1828 Photographer Aidan Plato Date photographed 17th may 2022 Additional comments **Margin Notes:** 1777-1828	
2		Book cover	
3		WARNING. A poisonous solution containing mercuric chloride has been used in the repair and binding of this volume.	
4		Blank page	
5	1	John Vaux - to be 2nd John Powell - 3rd Chas. Morgan - 4th I [...] do swear that I will as Mate of the Honble. Compys. Ship Atlas be true and faithful to the Honble. Company and pay due obedience to all orders and Instructions I may from time to time receive from Captn. John Wise Commander of the said Ship or from other my Superior Officers. So help me God Administered by W. Brooke Esqr. on the 12th Apl. 1828.	John Vaux was to serve as second mate, John Pruett as third mate and Charles Morgan as fourth mate. Each man swore that, as a mate of the Company's ship *Atlas*, he would be true and faithful to the Company. He would obey every order and instruction he received from Captain John Hine, commander of the ship, or from any other officer set over him. T. H. Brooke administered the oath on 12 April 1828. **Interpretations** This entry recorded the standard form of oath for a ship's mate, with a real instance of its use attached. Placed in a book of precedents, the names served as an example of how the wording was to be filled in. Whenever an officer of a Company ship had to be sworn at St Helena, the clerk could copy the form exactly. The entry shows that the island's government, not the ship's commander, gave a mate's appointment its authority. A captain might choose his officers, but the oath was taken before the Company's representative on the island. The entry was dated half a century after the others on these leaves. A forms book grew whenever a new precedent was needed, without regard to date. This oath was added in 1828 because no model for it existed in the earlier pages.
6	2	[Leaf torn irregularly along all edges and mounted; small holes beside the signatory initials.] To Captain AB Commander of Ship C.D. Sir In Consequence of the information We have Received from Captain Digby Dent of His Majesty's Ship Arethusa that he intends to Sail on the - Instant. You are hereby Ordered	The Council kept the following letter as a model, addressed to Captain A.B., commander of the ship *C.D.* Captain Digby Dent of His Majesty's ship *Arethusa* had told the Council that he meant to sail on a day of the current month, which was left blank. The commander was ordered to place his ship under Captain Dent's convoy and not to part company with him for any reason. He was to be ready to sail at the

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		to put yourself under his Convoy, and not to part Company upon any account whatsoever and be ready to Sail on the first Notice you receive from him. We wish you a good Voyage and are St. Helena Sir Your humble Servants [...] [...]C MB WW HB 19th May 1777 Mrs. Price has the Governor and Councils permission to sell her Stock of Wine and Beer, now on hand to the Inhabitants and Gentlemen of Ships who resort at her House but not to any of the Non Commissioned Officers Soldiers or Blacks, or to any Common People, so that it may fall into the Hands of the said Soldiers or Blacks. **Margin Notes:** oath administered on the 12th Apl. 1828 to Messrs. Vaux, Powell & Morgan. by W. Brooke Esqr.	first notice from the *Arethusa*. The Council wished him a good voyage. The letter was dated at St Helena and signed with the initials of the five members: J.S., D.C., M.B., W.W. and H.B. On 19 May 1777 the Governor and Council gave Mrs Price permission to sell the stock of wine and beer she had on hand. She could sell it to inhabitants and to gentlemen from the ships who came to her house. She was not to sell to non-commissioned officers, soldiers or black people, nor to any common people through whom it might reach soldiers or blacks. A note on the facing leaf recorded that T. H. Brooke administered the oath to Messrs Vaux, Pruett and Morgan on 12 April 1828. **Interpretations** The convoy order was the island's standard instruction for placing Company ships under a King's ship homeward bound. A real occasion, Captain Dent's departure in the *Arethusa*, supplied the wording, and the names were then replaced with placeholders so the form could be used again. Keeping it ready meant the Council could issue orders at once when a naval escort offered, as it had to in May 1778, when the *Warwick*'s convoy left only a day after the last Company ship arrived. The form stated the Council's claim that Company commanders, who answered to their owners and the Court of Directors, must place themselves under a naval officer's command while in convoy. Mrs Price's permission was kept as the model for a restricted licence to sell drink. Its value as a precedent lay in its conditions. The sale was allowed to inhabitants and ships' gentlemen, and soldiers, slaves and free blacks were shut out, along with anyone who might pass drink on to them. Every later licence of this kind could follow the same lines. They were the lines of rank and colour by which the Council controlled drinking, as in its prosecutions of Daniels and Harrison in November 1777.
7	3	By Order of Council Rules and Regulations to be observed by the Clerk of the Market in future The Gentlemen of Council &c. &c. (the Governor excepted) to be upon the Market List, in common proportion with the rest of the Company's Servants, beginning the 9th August with the Lt. Governor and so on by rotation &c. That the Proprietor of each Beast sent to Market have their choice of one piece from their own Beast after the Governor is served. That ready Money must be paid for all such Meat as is taken from Market, and the Clerk of the Market to account with the Owners before the ensuing Saturday, and in case of non payment the Clerk of the Market to refuse serving such people with Meat and his or their proportions to be thrown in the common Division. The Clerk of the Market to cut each respective share of prime & Coarse meat in as near a proportion to the respective Divisions as the nature of it will admit of without haggling said shares more than is necessary. # Whenever &c. These Rules & Regulations to be put upon a Board and hung up in the Market House for every ones inspection. # Whenever several Cattle are to be killed on the same Day You are to take the first upon the List for	The Council ordered the following rules to be observed by the clerk of the market in future. The members of the Council, except the Governor, were to take their place on the market list on equal terms with the rest of the Company's servants. The rotation would begin on 9 August with the Lieutenant Governor and pass in turn through the list. The owner of each beast sent to market could choose one piece from his own animal, once the Governor had been served. Every piece of meat taken from the market had to be paid for in cash. The clerk was to settle with the owners before the following Saturday. If anyone failed to pay, the clerk was to refuse to serve that person again, and his share would go into the general division. The clerk was to cut each person's share of prime and coarse meat as nearly in proportion to the divisions as the carcass allowed, without hacking the pieces about more than necessary. The rules were to be painted on a board and hung up in the market house for everyone to read. A later addition directed that, when several cattle were killed on the same day, the clerk should take first the beast that stood first on the list for the market. Cattle killed for the ships came next, and cattle sent alive to the ships came last. He was not to let anyone see or read the slaughter list unless the Governor, or the Governor and Council, called for it. A note in the margin fixed the prices of the cuts. **Start of crossed out section** Ribs **End of crossed out section** Prices of beef at the market Loins, rumps, buttocks, ribs, briskets, rands, flanks and steaks, 7d a lb

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		the Market, those killed for the Ships next, and those sold alive for the Ships last. You are not to suffer any Person or Persons to see or peruse the Slaughter List unless called for by the Governor or the Governor & Council. **Margin Notes:** Loins, Rumps, Buttocks Ribs, Briskets Rans, Flanks & Steaks @ 1/7 pr. lb. Aytch Bones, Mouse Buttocks Thin Ribs Chuck Ribs & Clods @ 16d pr. lb. Necks, Shins & Legs @ 14 1/2 pr. lb.	Aitchbones, mouse buttocks, thin ribs, chuck ribs and clods, 6d a lb Necks, shins and legs, 4½d a lb **Interpretations** These rules were the standing instructions for the clerk of the market, entered in the forms book so they could be reissued to each new holder of the office and copied onto the board in the market house. A precedent of this kind fixed the system for distributing fresh beef, not a single decision. The addition about the order of slaughter and the secrecy of the list, made in a different hand, shows the form being amended as problems arose. Each revision became part of the standard text. Placing the councillors on the same rotation as other servants was meant to be a permanent principle, not a passing gesture. The Governor alone kept first choice. With beef scarce and the planters' cattle pledged in advance, cash payment, fixed prices for each cut and a closed slaughter list stopped influence or credit from deciding who ate well. Rands were long strips of meat from between the flank and the buttock. The aitchbone was the rump bone, and the mouse buttock a cut from the round, near the leg. Clods came from the neck and shoulder.
8	4	[Small piece missing from lower right corner.] To Captain &c. Commander of Ship Sir The Honble. the Court of Directors having received information that their homeward bound China Ships often bring a greater quantity of Tea from thence than is Registered, and that the same is distributed on board Ships from the different parts of India at this Island, and as said abuse becomes very prejudicial to their Sales, and expressly contrary to the late Acts of Parliament and the Standing Orders of the Court of Directors thereupon. We do therefore in their Name positively forbid the said practice in future as if any such illicit Trade should come to our knowledge, We shall communicate the same to Our Honble. Employers. We are St. Helena Sir 23d Apl. 1778 Your humble Servants (Signed) J.S D.C M.B W.W H.B **Margin Notes:** Mem. The above to be entered in all Letters to Ships coming from China	**Start of crossed out section** The Council's model letter was addressed to the captain and commander of a ship. The Court of Directors had learned that the Company's homeward ships from China often carried more tea than had been registered. The surplus was then passed at St Helena to ships coming from other parts of India. The practice did great harm to the Company's sales and broke both the recent Acts of Parliament and the Court's standing orders on the subject. In the Court's name, the Council forbade it absolutely in future. If any such illicit trade came to its notice, it would report it to the Company. The letter was dated at St Helena on 23 April 1778 and signed with the initials of the five members: J.S., D.C., M.B., W.W. and H.B. **End of crossed out section** A note below directed that this passage be included in every letter to ships arriving from China. **Interpretations** The note turned a single dated letter into a standard clause. From then on, the warning against transferring tea was to appear in every letter the Council sent to a ship from China. The cross through the letter probably marked that change, from one-off letter to stock wording, and did not cancel its substance. Including it routinely meant that no commander of a China ship could later claim he had not been told. The abuse it addressed belonged to St Helena's position. The island was the one place where ships from Canton and ships from India lay in the road together. Unregistered tea could pass from a China ship to an Indiaman with no tea manifest and reach England outside the Company's monopoly. The recent Acts of Parliament were the tea legislation of the 1770s, passed to protect the Company's revenue against smuggling. The Council could not search every hold. A standard warning in every China ship's orders was the cheapest means it had to show that the island was watching.
9	5	[Leaf torn irregularly along all edges and mounted.] Island St. Helena These are to Certify whom it may concern that the undermentioned Ammunition Military Stores (and other Articles) were landed from the Ships Alfred and Bridgewater both from England, on account of the Honble. the United Company of Merchants of England trading to the East Indies for	Two certificates headed "Island of St Helena" followed, the first dated 19 July 1777. The first certified that the ordnance, military stores and other articles listed below had been landed from the ships *Alfred* and *Bridgewater*, both from England. They were landed on account of the United Company of Merchants of England trading to the East Indies, for the use, maintenance and defence of the Company's settlement. Spaces were left under the names of the two ships for the list of stores.

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		the use and defence maintenance of this their Settlement, dated at the Island St. Helena the 19th day of July 1777. Ship Alfred Ship Bridgewater Island St. Helena These are to Certify whom it may Concern that 338 Casks of Beef, Pork, and Casks of Pease, were landed here from the Ship Alfred James Williamson Commd. and 468 from the Bridgewater William Parker Comd. on account of the Honble. the United Company of Merchants of England trading to the East Indies for the support and maintenance of the Persons residing in their said Island of St. Helena dated the 19th day of July 1778.	The second certified that 338 casks of beef, pork and pease had been landed from the *Alfred*, under Captain James Williamson. A further 468 had been landed from the *Bridgewater*, under Captain William Parker. All were landed on the Company's account, to feed and support the people living on the island. This certificate was dated 19 July 1778. **Interpretations** A landing certificate proved that goods shipped from England had actually reached St Helena. The commander took it home as evidence that he had delivered his cargo. Freight was paid only on delivery, so without the certificate his owners could not claim payment for the island's stores. It probably also discharged the bond given at the English customs house for goods sent out of the country, which was cancelled only when proof of landing abroad came back. A form kept ready in this book let the clerk issue a certificate to each outward ship before she sailed on to the East. The two forms separated military stores, landed for the defence of the settlement, from provisions, landed to feed its people. The Company accounted for the two kinds of supply under different heads in London. Each needed its own certificate, so that the cost of the island's defences could be kept apart from the cost of feeding its garrison and inhabitants. The *Alfred* that landed these stores was the same ship, under the same Captain James Williamson, that called on her way home from China in April 1778. A Company ship carried the island's provisions out on her outward passage and bought its tea and sugar at Canton for the return. She might then call at St Helena again on the way home.
10	6	[Small piece missing from lower right corner.] Island St. Helena - March 1779 This Certifyeth that Capt. A.B. Commander of Ship - and Mr. C.D. Chief Mate of the Ship hath paid into the H. Company's Treasury here the Sum of £ - each for Bills drawn upon the Honble. the Court of Directors at ninety days sight. And that the Govr. & Council have further agreed to receive in the course of this Season on Acct. of the Command. & Officers of said Ship a Sum not exceeding £ including the £ abovementioned. Given under my Hand this day By Order of Council (Signed) B. Wright Secy. Island St. Helena - Jany. 1779 By Virtue of the Power & Authority invested in Us, We do hereby Direct & empower you to take a true & exact Acct. of the No. of Sheep & Goats belonging to each & every Inhabitant of this Island including tame Flocks as well as those on the Honble. Companys Waste Land. For which purpose you are to give Notice & require the Assistance of the respective Owners of s. Stocks, the Days you intend to have them pounded. After which you are to make a Return of the same to Us. For which this shall be your sufficient Warrant. (Signed) To J.S. Mr. G. A. Harper D.C. M.B. W.W. H.B.	The page held two more model documents, both dated at St Helena in 1779 with the day left blank. The first, a certificate of March 1779, recorded that Captain A.B., commander of a ship whose name was left blank, and Mr C.D., her chief mate, had each paid a sum into the Company's treasury on the island. The amount was also left blank. In return they received bills drawn on the Court of Directors, payable 90 days after sight. The certificate added that the Governor and Council had agreed to take in further money from the commander and officers of that ship during the season, up to a stated limit that included the sums already paid. The Secretary, Britannicus Alexander Wright, signed it by order of the Council. The second, a warrant of January 1779, was addressed to Mr Gabriel Alexander Harper. Under their authority, the Governor and Council directed him to make an exact count of the sheep and goats belonging to every inhabitant of the island. The count was to include tame flocks as well as those grazing on the Company's waste land. He was to tell each owner in advance which days he meant to pound their flocks and require them to attend. He was then to return the figures to the Council, and the warrant would be his authority. It was signed with the initials of the five members: J.S., D.C., M.B., W.W. and H.B. **Interpretations** The certificate turned the sale of bills into a system. The island's treasury could pay for its garrison only with coin brought by passing ships, while captains and officers wanted to send their trading profits home safely. Earlier minutes recorded each bill as it was drawn. This form fixed in advance a ceiling for each ship's commander and officers for the whole season. The Council could then plan how much coin it would take in, and limit the Company's liability in London, before the ships arrived. Giving the captain a certificate let him show his owners and the Court that his remittance had been authorised and kept within the agreed limit.

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			The warrant to Harper followed directly from the discovery in July 1778 that the Company's own flock was 75 sheep short. The books had been kept on paper figures, with no counting. It also followed from the 380 planters' sheep found grazing in the Long Wood. The Council now ordered a full census of every flock on the island, the Company's waste land included. Impounding each owner's animals on a day set in advance, with the owner present, gave a count no one could later dispute. It also showed which flocks were grazing Company land without right. Harper had replaced John Worrall as overseer in June 1778, and the warrant extended to the whole island the counting he had first applied to the Company's own flock.
11	7	[Leaf torn irregularly along all edges and mounted.] Form of a Letter of Administration. Island St. Helena Know all Men by these Presents that we the Acting Governor & Council of the s. Island upon application made to Us by A.B. of the s. Island Widow of C.D. late also of said Island Planter Decd. who died intestate Have given & by these Presents Do give and Grant unto the said A.B. full power & authority to administer and dispose of all and singular the Goods Chattles & Effects of the s. C.D. her said Husband deceased according to Justice. And also to ask demand sue for recover and receive all Debts due & owing from any Person or Persons whatsoever to the said C.D. And also to pay or cause to be paid & discharged all just Debts due & owing from the s. C.D. to any Person or Persons whatsoever at the time of his Death as far as the said Goods Chattles & Effects will extend. And the said A.B. is to take or cause to be taken a just & true Inventory of all the Goods & Chattles & Effects belonging to the s. C.D. at the time of his Death, and to cause the same to be well & truly Appraised & Valued and is to deliver the same to Us on the Receipt of this Administration, and also to render a true Account of her Administration of the said Goods Chattles & Effects when demanded. And for the s. A.B. duly administering the s. Goods Chattles & Effects of the s. C.D. her s. Husband Decd. she the s. A.B. together with M.D. have bound themselves & their Heirs to Us and our Successors in the penal Sum of £ 1000 by a Bond or Obligation bearing equal date herewith. Given under our Hands & the Honble. Compys. Seal this day of June in the 19 Year of the Reign of our Sovereign Lord George the Third by the Grace of God of G. Britain, France & Ireland King defender of the Faith & so forth & in the Yr. of our Lord 1779 (Signed) J.S. D.C.	The model for a letter of administration followed, headed "Island of St Helena". The Governor and Council declared that A.B., widow of C.D., a planter of the island who had died without a will, had applied to them. They granted her full power to administer and dispose of all her late husband's goods, chattels and effects according to law. She could demand, sue for and recover every debt owed to him by anyone. She was also to pay every just debt he owed at his death, as far as his goods would stretch. She was to have a full and true inventory made of all his goods and chattels as they stood at his death. She was to have them properly appraised and valued, and deliver the inventory to the Governor and Council on receiving the grant. Whenever required, she was to give a true account of how she had administered the estate. To guarantee that she would administer the estate properly, A.B. and a second person, M.N., had bound themselves and their heirs to the Governor and Council and their successors. The bond, of the same date, was in the penalty of £1,000 0s 0d. The grant was given under the members' hands and the Company's seal on a blank day of June 1779, in the 19th year of the reign of George III. It was signed with the initials J.S. and D.C. **Interpretations** In England, the estates of people who died without a will were dealt with by the church courts. St Helena had none. The Governor and Council took that jurisdiction themselves, granting administration in the Company's name and under its seal. This form set out what the grant required. James Harper, administering his brother Richard's estate from 13 April 1778, would have received a document in exactly these words. The protection for creditors and heirs lay in the bond. The administrator and a surety each pledged themselves for a penalty far larger than most island estates were worth. If the widow wasted the property, kept back debts owed to the estate or failed to account, the Council could sue on the bond. The surety's own property then stood behind the estate. Requiring an inventory and an appraisal in return for the grant followed the procedure used for John Seale's estate, valued under oath and entered in the register on 26 January 1778. The island's government could follow every estate it had placed in another person's hands, from the first inventory to the final account.
12	8	To Mr. A.B. Sir You are hereby Ordered upon all Alarms when four Guns are fired at any of the Alarm Posts	The page held two model orders, issued by order of the Council at St Helena. The first was addressed to a militiaman, Mr A.B. Whenever four guns were fired at any of the alarm posts, he was to go at once to the Edge House or

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		immediately to repair to the Ridge House / High Peak and put yourself under the Command of Messrs. A.B. C.D. who are appointed by the Govr. & Council to Command the East / West / Flying Parties whose Orders and Instructions you are at all times when on Duty strictly to obey. You are further to assemble on the 2d Tuesday in every Month for Exercise on Francis Plain by nine o'Clock in the Morning to learn the proper use of your Arms. And you are hereby apprized that any Militia Man who does not attend Exercise and obey the Orders of his Commandg. Officer shall be fined for their contempt of said Orders. By Order of Council St. Helena To Mr. C. Duncan Sir You are hereby Ordered upon all Alarms when 4 Guns are fired at any of the Alarm Posts immediately to send with all expedition your Men Slaves to the different Posts undermentioned and to supply them with Provision for 24 Hours. And as you are indulged in keeping one of your able Servants to attend your Family Concerns, upon a General Alarm of the Guns being fired at the Alarm Posts aforesaid to Order him immediately in that case forthwith to repair to the Lines in James Valley. By Order of Council A.B. Ruperts C.D. E.F. Mundens Point G.H. I.K. Genl. Alarms Ld. Fort	High Peak, as the case required. There he was to place himself under the command of Messrs A.B. and C.D., whom the Governor and Council had appointed to command the east or west flying party. He was to obey their orders strictly whenever on duty. He was also to attend exercise on Francis Plain by nine in the morning on the second Tuesday of every month, to learn the proper use of his arms. Any militiaman who failed to attend exercise or to obey his commanding officer would be fined for disobedience. The second was addressed to a planter, Mr C. Duncan. Whenever four guns were fired at any of the alarm posts, he was **Start of crossed out section** immediately **End of crossed out section** to send his male slaves as fast as possible to the posts listed below, **Start of crossed out section** hereafter **End of crossed out section** and supply them with food for 24 hours. He had been allowed to keep one of his able servants at home to attend to his family's affairs. On a general alarm, when the guns were fired at all the alarm posts, he was to order that servant **Start of crossed out section** in that case forthwith **End of crossed out section** to go immediately to the lines in James Valley. A list in the margin set the names A.B., C.D., E.F., G.H. and I.K. against the posts at Rupert's, Munden's Point and [...]. **Interpretations** The two orders set out the island's plan for meeting an attack. The four-gun signal from the alarm posts called every militiaman to a set rallying point under named officers. He served in either the east or the west flying party, the mobile detachments that moved to whichever bay was threatened. The monthly exercise on Francis Plain, with fines for absence, was the training that turned planters into a force able to follow orders under fire. The Council had fined Henry and James Casthope and William Worrall for missing it on 16 February 1778, and the form shows the same rule written into each man's standing orders. The second order called on the planters' slaves for the island's defence, and on labour, not arms. Each planter had to send his male slaves to particular batteries with a day's food, where they would haul guns, carry shot and dig, freeing the soldiers to fight. The one servant left at home was not exempt. On a general alarm he too went to the lines in James Valley. In an emergency, slaves held as private property became a labour force for the Company's defence, at their owners' cost. The margin list, with names left as initials against each post, shows the form was meant to be copied for each planter with his own posts filled in.
13	9	[Leaf torn irregularly along all edges and mounted.] To Jno. Nokes Esqr. Sir You are hereby Ordered upon all Alarms when six Guns are fired at any of the Alarm Posts immediately to send your Man Slave Thos. Stiles to the Line in James Valley and to supply him with Provision for twenty four hours. By Order of Council St. Helena B. Wright Secy. List of Discharged Soldiers sent on Board with their Names time of Servitude &c.	A further alarm order was addressed to John Nokes, esquire. Whenever six guns were fired at any of the alarm posts, he was to send his man slave Thomas Stiles at once to the lines in James Valley, with food for 24 hours. Britannicus Alexander Wright signed the order as Secretary at St Helena, by order of the Council. A heading followed for a list of discharged soldiers sent on board ship, giving their names, length of service and other details. The page contained no entries under it. **Interpretations** This order shows the general form used for a single named slave. Nokes had only one man to send, or only one was required of him, so the order named him outright. Naming the slave tied the obligation to an

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			identifiable person the officers at the lines could check against their list. A planter could not send a weaker man in his place, or claim that no one had been called. The signal here was six guns, against four in the earlier form. The posts probably used different numbers of guns to mark different levels of alarm, and the lines in James Valley were manned only on the larger call. The heading for a list of discharged soldiers shipped home was the form for the record the Council kept of every man it put aboard a homeward ship. The pay lists show men discharged at the end of their terms and kept on subsistence at 6d a day until a passage could be found. A list of the names and service of those embarked ended that charge. It also gave the captain and the Company in London a record of each soldier the ship was carrying home at the Company's expense.
14	10	[Leaf torn irregularly along all edges and mounted.] St. Helena Sir It is the Governor and Councils Order that you receive on board the Ship Duke of Grafton under your Command, A.B. and carry him to India affording him all needfull Accommodations in the Voyage, he paying the Expence of his Passage, and the Compy. being at no Charge thereby. I am B.W. Secy. Island St. Helena These are to Certify whom it may concern that the undermentioned Military Stores and Provisions were landed from the Ship - Captn. A.B. Commander from Engd. on Acct. of the Honorable the United Company of Merchants of England trading to the East Indies for the use and Defence of this their Settlement and for the Support and maintenance of the Persons residing in the Forts Factories or Settlements belonging to the said United East India Company dated at the said Island of St. Helena this day of in the Year 1780. Ship Titus Ship Ptolomy	The page held two more model documents. The first was an order to a ship's commander, written at St Helena. By order of the Governor and Council, he was to take A.B. aboard the ship [...] under his command and carry him to India. He was to give him every reasonable comfort on the voyage. A.B. would pay the cost of his own passage, so the Company would bear no charge. The Secretary signed it with his initials, B.W. The second, dated in 1780 with the day and month left blank, was a certificate headed "Island of St Helena". It stated that the military stores and provisions listed below had been landed from a ship from England, whose name was left blank, under Captain A.B. They were landed on account of the United Company of Merchants of England trading to the East Indies. The stores were for the use and defence of the Company's settlement, and the provisions for the support and maintenance of the people living in the Company's forts, factories or settlements. Spaces were left beside the names of two ships, the *Titus* and the *Ptolemy*, for the list of goods. **Interpretations** The passage order let the Council place a traveller aboard a Company ship bound for India while keeping the cost off the Company's books. A commander could not refuse a passenger sent by the Governor and Council. The form spelt out who paid, and that set this kind of passenger apart from the charter-party passengers whom ships were bound to carry at the Company's expense. The phrase "the Company being at no charge" was the clause the directors would look for in the minutes. The Council could grant the favour of a passage without opening another charge for the Court to question. The 1780 certificate merged the two forms of 1777 and 1778 into one. A single document now covered military stores and provisions together, where a separate certificate had been used for each. Its wording was also widened from the settlement of St Helena to "the forts, factories or settlements" of the Company. The text could then serve for any Company station without being redrafted. The changes show the forms book being revised over time, with each new version written to suit more cases and to save the clerk work.
15	11	Consultation 21 May 1781. Chief Mates Oath upon being appointed to the Command of a Ship, the Captn. dying. I George Allen, do Swear that I will be true and faithful to the Honble. Company, and pay due obedience to all Orders and Instructions that I have [...] [...] Captn. [...] or my Senior Officer received by the late Captain Thomas Turnbul. And such Orders and	Chief mate's oath on being appointed to command a ship after the captain's death, from the consultation of 21 May 1781 George Allen swore that he would be true and faithful to the Company. He would obey every order and instruction received by the late Captain Thomas Tembul, [...] and any further orders and instructions he might later receive from the Company or its agents. **Warrant to the inspector**

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		Instructions that I may hereafter receive from the said Honble. Company or their Agents. So help me God Warrant to the Inspector. Island St. Helena To Mr. Timothy Stiles Whereas You were Nominated in Vestry held the 16 Day of April 1781 Inspector of the Flocks of Sheep in the East Division of the said Island agreeable to the Resolutions of the Grand Jury at Sessions held the 12 of January 1780. These are therefore to Authorise and Empower You to impound and take an exact account on the 1st of Decr. next of the said Sheep, particularizing the number each Person has in said Division, and render an account thereof at the next Quarterly Sessions. And for your so doing this shall be your Warrant. Given under Our Hands the 3 Day of December November 1781 (Signed) John Skottowe Danl. Corneille M. Bazett Wm. Wrangham Henry Bazett	The warrant, headed "Island of St Helena", was addressed to Mr Timothy Stiles. A vestry held on 16 April 1781 had nominated him inspector of the flocks of sheep in the east division of the island. The appointment followed resolutions of the grand jury at the sessions of 12 January 1780. The Governor and Council authorised him to impound the sheep of that division on 1 December following and to make an exact count of them, showing how many each owner kept. He was to report the figures at the next quarterly sessions. The warrant was given under the members' hands on 3 **Start of crossed out section** December **End of crossed out section** November 1781. John Skottowe, Daniel Corneille, Matthew Bazett, William Wrangham and Henry Bazett signed it. **Interpretations** When a commander died at sea, the chief mate took the ship. But his authority came from the Company, not from the death alone. The oath bound Allen to the orders his dead captain had received, so the Company's instructions passed unbroken to the new commander. Swearing it before the Council at St Helena made the succession formal on the first Company territory the ship reached. George Allen had been first mate of the *True Briton* when Major Henry Bazett mustered her crew in May 1778. The warrant shows the counting of sheep passing out of the Company's hands. In January 1779 the Council gave the task to its own overseer, Gabriel Alexander Harper. By 1781 the grand jury had resolved that each division should have an inspector, the parish vestry chose the man, and he reported to the quarterly sessions. The Council's warrant gave the authority to impound, but the inspector answered to the island's courts and was named by its inhabitants. Policing the flocks had become a matter for the planters' own institutions, enforced through the sessions, instead of a Company overseer acting alone.
16	12	[Leaf trimmed irregularly along all edges and mounted.] Ship Blandford at Sea 27th July 1781 Latitude 30. 17 N. Longitude 20. 17 West from London This Day Lucas Wimbleton Master of the Rebecca Schooner who had been in Company from England, and is bound to Goree acquaints Captain Pigou (as Senior Commander) that he intends shortly to part from the Fleet, and on being Desired to come on board the Blandford Thomas Nesbitt the Owner of the Schooner waits on the Captains to receive his Dispatches for England. Captain Pigou reflecting on the great Utility the Schooner had been of to the Ships now in Company ever since they parted from the Convoy and the rest of the Fleet on the 3 Instant by the Master of her having at the Captains request spoke or reconnoitred every strange Sail that has appeared from the above time which he thought it prudent to send him after, and being aware that the Service might suffer extremely for the want of such assistance in future, and finding that the Owner of her was willing to treat for the Sale of the Schooner and being satisfied by her going so well that She was peculiarly Calculated for the Service she had been and might still be	The *Blandford* was at sea on 27 July 1781, in latitude 30° 17' north and longitude 20° 17' west of London. That day Lucas Wimbleton, master of the schooner *Rebecca*, told Captain Pigou, the senior commander, that he meant shortly to leave the fleet. The *Rebecca* had sailed in company from England and was bound for Goree. Captain Pigou asked her to come alongside the *Blandford*. Thomas Nesbitt, the schooner's owner, then came aboard to collect the captains' letters for England. The fleet had parted from its convoy and the rest of the ships on 3 July. Since then the schooner had been very useful to the ships still sailing together. At the captains' request her master had spoken to or reconnoitred every unknown sail that came in sight, whenever Pigou judged it wise to send him. Pigou feared the service would suffer badly without such help in future. He found the owner willing to discuss a sale, and her speed persuaded him that she was particularly suited to the work she had been doing and could go on doing. He therefore decided to put to the other commanders his idea of buying her for the Company, so that she could go on with the fleet to India. A consultation was held on 27 July 1781. Present were Peter Pigou, senior captain and commander of the *Blandford*; Edward Fiott, commander of the *Tartar*; and Bruce Boswell, commander of the *Earl of Chesterfield*. **Interpretations** The heavy Indiamen could not afford to let an unknown ship come close enough to find out whether she was a friend. In wartime, a fast schooner that

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		employed in, he thought fit to Consult the other Commanders on an Idea he had conceived of Purchasing her on account of the Honble. Company in order to her proceeding with the Fleet to India &c. At a Consultation July 27 1781 Present Peter Pigou Senr. Captain, Commr. of the Blandford Edward Fiott Commd. of the Tartar Bruce Boswell Commd. of the Earl of Chesterfield	could run down any strange sail and report back gave the fleet warning in time to close up or change course. Pigou wanted to keep that protection after the escort had gone. Buying the vessel on the Company's account was a decision for the Court of Directors, far beyond any commander's ordinary power. So he called the other commanders together and formed them into a council at sea, on the model of the consultations held at St Helena. A purchase agreed and recorded by all the senior officers present could be defended to the directors as the judgement of the fleet, not of one captain. That explains why the record was kept as a precedent.
17	13	[Leaf trimmed irregularly along all edges and mounted.] It appears as follows Viz. 1 That before Our Departure from Portsmouth Captain Wolseley Commander of His Majesty's Ship Magnanime and Our Convoy, had intimated that he was in expectation of a Frigate to Accompany Us, the utility of which he seemed sensible of, but was disappointed in that expectation, many of the useful purposes of which We conceive have been answered to the Ships now in Company by the assiduity of the Master of the Schooner now about to leave Us. 2 That the Schooner has from the time of parting with the Convoy on the 3d Instant been of very Essential Service to Us by the Masters great attention to the Signals made to her from the Blandford to speak or Reconnoitre all the strange Sails it was thought prudent to send her after and thereby obtained much useful information. 3 That had the Ships now in Company stood on their Course without attempting to speak with such Sails as appeared from time to time, it might reasonably have been concluded that We were Neutral or Merchantmen unwilling to be spoke with. 4 That the Manoeuvres of the Schooner on the contrary had Contributed to give the Companys Ships the Appearance of Cruizers of Force and had probably prevented many Ships from Approaching Us particularly a Sail the Blandford saw from her Deck on the 10 Inst. to Leeward standing on the contrary Tack, which made a Private Signal We did not understand and on the Schooner being sent after her proved to be a Frigate of Twenty six Guns which hoisted Danish Colours and stood on. And as a proof how far the presumption of Our Apparent Consequence is well founded A Portuguese Vessel spoken to by the Schooner was confident that we were Men of War as the Blandford and Tartar by orders from	The commanders set out their reasons as follows. 1: Before the fleet left Portsmouth, Captain Wolseley of His Majesty's ship *Magnanime*, who commanded the convoy, had said he expected a frigate to sail with them. He clearly saw its value, but he was disappointed. In the commanders' view, the master of the schooner, by his diligence, had since done much of what a frigate would have done for the ships still in company. 2: Since the fleet parted from the convoy on 3 July, the schooner had been of great service. Her master watched closely for the *Blandford*'s signals and went off to speak to or reconnoitre every unknown sail it seemed wise to send him after. In this way the fleet had gathered much useful information. 3: Had the ships held their course without trying to speak to the sails that came in sight, anyone watching might fairly have concluded that they were neutrals or merchant ships anxious to avoid contact. 4: The schooner's movements, on the contrary, had made the Company's ships look like powerful warships on a cruise, and had probably kept many vessels from approaching them. On 18 July the *Blandford* sighted a sail to leeward on the opposite tack, which made a private signal the commanders did not understand. When the schooner was sent after her, she proved to be a frigate of 26 guns, which hoisted Danish colours and held her course. As proof of how far this impression of strength had taken hold, a Portuguese vessel that the schooner spoke was convinced that the *Blandford* and the *Tartar* were men of war. **Interpretations** The commanders' case rested on how their ships appeared to others. An East Indiaman was large and well armed, but in a fight she was still a merchant ship. Holding a steady course and keeping clear of strange sails was the natural way for a merchant fleet to behave, and paragraph 3 rejected it because it gave the fleet away. Sending a fast schooner to chase and question every ship in sight was what a squadron of warships did. Behaving like cruisers made the Indiamen look like cruisers, and the Portuguese master's belief that the *Blandford* and *Tartar* were men of war was the evidence they offered. A frigate that would not reveal herself and a fleet taken for a naval force both showed that, in 1781, protection at sea could depend on bluff as much as on guns. That made the schooner worth buying.
18	14	[Leaf trimmed irregularly along all edges and mounted.] Captain Wolseley and the Chesterfield and Schooner since parting with him, have constantly Wore Pendants which must have strengthened the appearance of Our being	The Portuguese master had more reason for his belief. On Captain Wolseley's orders, the *Blandford*, the *Tartar*, the *Earl of Chesterfield* and the schooner had flown pendants ever since they parted from him. As the schooner reported, this must have strengthened the impression that they were King's ships. At the

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		Ships in His Majesty's Service as the Schooner informed him. Though at the same time We took all necessary precautions to keep at the greatest Distance possible from every Ship We saw without shewing signs of fear. 5 That had the abovementioned Frigate been acquainted we were Indiamen, though she was of a force unequal to the Capture of Us yet from her superiority in Sailing she might have been tempted to put about after Us and possibly disabled some of Our Masts and Rigging which in the dangerous Latitudes We were then in might have been productive of fatal consequences, particularly as We had received intelligence on the 13 Instant by a Portuguese Vessel bound from Lisbon to London that "Mons. "Guichens Squadron of Eighteen Sail of the Line and four Frigates were then off the Coast of Portugal" and Officer from one of the Frigates having boarded him when in sight of the Berlings. 6 That should We have Calms hereafter of any considerable duration or any other circumstance should occur tending to prolong our Passage, from the great expence of Water in all the Ships and possibly from the Health of the Troops on board the Blandford and Earl of Chesterfield suffering in consequence of such delay We may be obliged to make for the Second place of Rendezvous in the first instance. 7 That it is probable from the long continuance of bad Weather and foul Winds after We parted from the Convoy and the rest of the Fleet they have put into some Port of Ireland in which Event as the time of Our continuance at the place of our First Rendezvous is limitted to a short Day and as some of the Honorable Companys Ships in that Fleet are very heavy Sailors,	same time the commanders had taken every precaution to keep as far as possible from any ship they saw, without showing any sign of fear. 5: Had the Danish frigate known they were Indiamen, she could not have taken them, but she sailed faster and might have been tempted to turn and follow. She could then have damaged some of their masts and rigging. In the dangerous latitudes they were then passing, that could have had fatal results. The danger was all the greater because on 13 July a Portuguese ship bound from Lisbon to London had brought word that M. de Guichen's squadron of 18 ships of the line and four frigates was then off the coast of Portugal. An officer from one of the French frigates had boarded the Portuguese vessel within sight of the Berlengas. 6: Long calms, or anything else that lengthened the passage, would use up the water in every ship. The health of the troops aboard the *Blandford* and the *Earl of Chesterfield* might also suffer from the delay. If so, the fleet might have to head first for the second place of rendezvous. 7: After parting from the convoy and the rest of the fleet, the weather had stayed bad and the winds foul for a long time. The other ships had probably put into some port in Ireland. The fleet was to wait only a short time at the first place of rendezvous, and some of the Company's ships in the missing fleet were very slow sailers. **Interpretations** A pendant was the long, narrow streamer flown at the masthead by ships holding the King's commission. A merchant ship that flew one claimed a standing she did not have. Here the claim was made on the orders of the naval officer commanding the convoy, so the disguise had the navy's approval. It worked only together with the schooner's chasing. Pendants made the Indiamen look like warships from a distance, while keeping clear of every strange sail stopped any vessel from coming close enough to see through it. The report of Guichen's squadron gave the commanders' fears a concrete shape. Eighteen French ships of the line off Portugal were far beyond anything Indiamen could fight. A disabled mast in those waters could leave a ship straggling behind the rest, an easy prize for a French cruiser. The commanders' arguments about water, sickness and missed rendezvous all showed how exposed the fleet was without an escort, and why a scout to warn of danger mattered so much.
19	15	[Leaf trimmed irregularly along all edges and mounted.] it is extremely probable that We may be obliged to depart from our first Rendezvous (should We have the good fortune to reach it early) before the rest of the Fleet can possibly arrive there, and in that event the leaving the Schooner for a limitted time, and to follow Us to the second Rendezvous immediately upon the Arrival of Our Convoy, or at the expiration of that limitted time to follow Us at all events, might be of great service in regulating our future determinations, and the more so, as the time of continuing at the second Rendezvous in our Orders is Unlimitted and must occasion great solicitude, if We are not fortunate enough to regain Our Convoy. The apprehensions of our not meeting with which, are the more Serious from the Intelligence We received from the Portuguese Vessel	The commanders therefore thought it very likely that, if they reached the first rendezvous early, they would have to leave it before the rest of the fleet could get there. In that case the schooner could be left behind for a set time. She would follow them to the second rendezvous as soon as the convoy arrived, or in any case when the time ran out. That would be a great help in deciding their next moves. It mattered all the more because their orders set no limit on how long they were to wait at the second rendezvous, and failing to rejoin the convoy would cause great anxiety. The news from the Portuguese vessel, recorded above, made that fear more serious. 8: If they had the misfortune to meet a superior force, the schooner's speed would probably let her escape with the news. Should that happen in Indian waters, word could be carried to the British fleet there to great effect. 9: Whether or not they rejoined the convoy, it might later be wise to send the schooner ahead to Madras with word of the reinforcement they were bringing to the coast. News sent that way would reach Madras well before the ships could. At so critical a moment, a difference of a few days, or even hours, in getting the news there might matter greatly.

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		as mentioned in 4 Article. 8 That should We ourselves unfortunately fall in with a Superior Force the great advantage the Schooner has in point of Sailing would probably enable her to escape with the intelligence. And should such event take place in the Indian Seas that Information might be communicated to our Fleet there to a great purpose. 9 That should We either regain our Convoy, or not be so fortunate, it might hereafter be an Advisable measure to Dispatch the Schooner to Madras with the information of the Reinforcement with which We are proceeding to the Coast, as such intelligence by that means must necessarily reach that place a considerable time before We could Arrive and possibly it at so critical a Juncture that the difference of a few Days or even hours in the Communication it might be of the last importance. 10 That on our Arrival in India the Schooner might be very Serviceably employed as a Dispatch Boat, a Pilot Boat in Bengal River, or for many other useful purposes, as she is Sheathed with Copper, Sails very fast, is	10: Once in India, the schooner could serve usefully as a dispatch boat, as a pilot boat in the river of Bengal or in many other ways. She was sheathed in copper and sailed very fast. **Interpretations** The commanders' case for the schooner had moved from protecting the fleet to carrying information. At sea she could warn of danger and escape with news of an enemy. Sent ahead, she could tell Madras that troops were on the way, days before the slow Indiamen arrived. In wartime India the timing of news shaped decisions on defence and campaigns, and a fast vessel was worth more than her price in cargo space. Each argument added a use for the schooner, so that the purchase, which the commanders had no authority to make, would look to the directors like a necessity. Copper sheathing meant covering a ship's hull below the waterline with thin copper plates. It kept out the boring worms of warm seas and stopped weed and barnacles from growing on the bottom. A copper-bottomed vessel stayed fast on long voyages and needed less time in dock. The commanders gave it as proof that she was fit for service in India.
20	16	[Leaf trimmed irregularly along all edges and mounted.] perfectly strong, her upper Works being of Cedar, Burthens only 50 Tons and has on Board a Master, and four experienced Seamen who has constantly brought the Clearest and fullest Informations of all the Vessels he has been sent after. 11 That as the Original Intention of the Owner was to dispose of the Schooner on the Coast of Guinea when he himself expected to be employed in the Commission business, excepting her Provisions she had nothing now on board but Slops to the Value of about £ 80 the whole of which the Commanding Officer of the Detatchment of His Majesty's 78 Regiment on board the Blandford has agreed to take for the use of the Troops. 12 That Thomas Nesbitt the Owner of the Schooner expressed his Desire in the Event of our purchasing her, to return immediately from India to Great Britain and is in that case to be bound by a positive agreement to Assent to the authority that might (if occasion should require it) be Exercised in forcibly sending him to Great Britain, and by such agreement will exclude himself or his Representatives from bringing any Action or Prosecution in consequence of such Act. 13 That the Sum Demanded by the Owner of the said Schooner for the Purchase of her together with her Tackling Furniture and Provisions as specified in the Agreement annexed being Thirteen hundred pounds Sterling, in the present Circumstances We conceived not to be an unreasonable Sum, Captain Edward Fiott having offered the Sum of Eleven hundred pounds	The commanders added that the schooner was entirely sound, with upper works of cedar, and of only 50 tons. She carried a master and four experienced seamen. Her master had always brought back the clearest and fullest reports on every vessel he was sent to examine. 11: The owner had first meant to sell the schooner on the coast of Guinea, where he expected to work as an agent for merchants. Apart from her provisions, she carried only sailors' slop clothing worth about £80 0s 0d. The commanding officer of the detachment of His Majesty's 78th Regiment aboard the *Blandford* had agreed to take all of it for his troops. 12: If the Company bought the schooner, Thomas Nesbitt, her owner, wished to go to India and return from there at once to Great Britain. In that case he would sign a firm agreement to submit to whatever authority might, if need arose, be used to send him back to Great Britain by force. By that agreement he and his representatives would give up any right to sue or prosecute over such action. 13: The owner asked £1,300 0s 0d for the schooner with her tackle, fittings and provisions, as listed in the agreement attached. In the circumstances the commanders did not think that unreasonable. When war with the Dutch broke out, Captain Edward Fiott had offered £1,100 0s 0d for her at Liverpool, when she carried ten four-pounder guns and ammunition and stores for a six-month cruise. 14: The commanders believed many further reasons could be given to show how useful the purchase would be. They respectfully judged that those already set out would carry enough weight with the Court of Directors. **Interpretations** Paragraph 12 dealt with the Company's control over who could live in India. No British subject could go to the Company's settlements without its licence, and the Company could seize and ship home anyone found there without one. By selling the schooner Nesbitt would find himself carried to India, where he had no right to be. The commanders protected the Company in advance. He agreed beforehand to be sent home by force if necessary and gave up any action at law over

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		for the Purchase of her at Liverpool, on the breaking out of the Dutch War when she had ten four pounders and Ammunition &c. fit for 6 Months Cruize. 14 That though We apprehend many other reasons might be adduced to evince the great Utility of the proposed measure We humbly conceive that those already enumerated will have sufficient weight with the Honble. Court of Directors as well as with	it. A man who arrived as the price of a ship could not later become an unlicensed trader in India, nor turn the Company's own power of deportation into a lawsuit against it. The price was defended by comparison, since the commanders had no authority to spend the Company's money. Edward Fiott, one of the three commanders signing, had himself offered £1,100 0s 0d for the same vessel as a privateer at Liverpool. Wartime had raised her value since. The figure of £1,300 0s 0d looked moderate against a sum one of the commanders had been ready to pay with his own money. The sale of her slop clothing, the cheap ready-made clothes kept for seamen, to the 78th Regiment for £80 0s 0d, recovered part of the cost straight away.
21	17	[Leaf trimmed irregularly along all edges and mounted.] the Governor General and Council at Fort William on whom our Bills for Payment of the Amount of the Purchase are intended to be drawn, as no other motives influence our opinions and Conduct on this occasion than such as We presume to be for the security of the great trust reposed in Us and the real Interest of the Honorable Company at this most Critical Juncture, and which nothing but the evident urgency of the Case could have made Us adopt. Resolved That for the reasons before recited the Rebecca Schooner be purchased for the purposes abovementioned and that Bills be drawn in our joint Names on the Honorable the Governor General and Council at Fort William Bengal for the Sum of Thirteen hundred pounds payable at 30 Days sight to the Owner of the said Schooner for the purchase of the same. Given under Our hands on Board the Ship Blandford this 27 July 1781. (Signed) Peter Pigou Edward Fiott Bruce Boswell	The commanders hoped their reasons would also persuade the Governor General and Council at Fort William, on whom they meant to draw bills to pay for the purchase. They declared that nothing had guided their judgement except the security of the great trust placed in them and the real interest of the Company at this critical moment. Only the plain urgency of the case could have led them to such a step. They resolved, for the reasons given, to buy the schooner *Rebecca* for the purposes described. Bills in their joint names, for £1,300 0s 0d, were to be drawn on the Governor General and Council at Fort William in Bengal. They were payable to the schooner's owner 30 days after sight. Peter Pigou, Edward Fiott and Bruce Boswell signed the resolution aboard the *Blandford* on 27 July 1781. **Interpretations** The commanders paid with bills drawn on Calcutta, not on the Court of Directors in London. They could not pay from their own ships' funds, and a bill on London would have sent the question straight to the directors before the schooner had proved her worth. Drawing on Fort William placed the decision before the Governor General and Council in Bengal. The schooner was going to serve that government, and it was best placed to judge her value in wartime. Signing jointly made all three commanders personally answerable if the bills were refused. Their protest that only urgency had moved them was aimed at that risk. This was why the record belonged in a book of precedents. It showed how Company officers far from any council could take a decision beyond their ordinary powers. They met formally, set out numbered reasons, recorded a resolution, signed it together and charged the cost to the authority best able to approve it. A later commander at sea facing a similar need had a model to follow.
22	18	We the Underwritten having perused the above Consultation do for the reasons therein assigned entirely concur in Opinion with the Commanders of the Honorable Company's Ships. (Signed) J. Hore Hippisley J. M. Stone Thos. Maitland George Mackenzie Major Captns. 78 Regiment. 78 Regiment Chas. Halkett Captn. 78 Regt. Acct. of Provisions and Stores on board the Schooner Rebecca. Provisions Beef Barrels 2 1/2 Pork Do. 1 Flour Do. 2/3 Split Pease Firkin 1 Bread	The army officers aboard added their agreement. Having read the consultation, they concurred entirely with the commanders of the Company's ships, for the reasons given. The endorsement was signed by J. Cox Hippisley, Thomas Maitland, captain in the 78th Regiment, J. M. Stone, George Mackenzie, major in the 78th Regiment, and Charles Halkett, captain in the 78th Regiment. *Account of provisions and stores aboard the schooner Rebecca* Provisions Beef, 2½ barrels Pork, 1 barrel Flour, ⅔ barrel Split pease, 1 firkin Bread, 500 lb Water, 6 casks Sails and gear Mainsails, worn, 2 Foresails, worn, 2 Square sails, 1 Fore staysail, 1 Flying jib, 1

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		pounds 500 Water Casks 6 Sails Main Sails, Wore 2 Fore Sails Do. 2 Square Sails 1 Fore Stay Sail 1 Flying Jib 1 Standing Do. 1 Square Top Sail 1 Gaff Do. 1 Bower Anchors 2 Kedge Do. 1 New Cable 1 Wore Short Do. 2 Rope for Shrouds 2 1/2 Coil 1 Small Tow Line for Buoy Rope 15 Fath. 1 Hawse Rope 2 about Fathoms 10 Tar Barrl. 2/3	Standing jib, 1 Square topsail, 1 Gaff topsail, 1 Bower anchors, 2 Kedge anchor, 1 New cable, 1 Worn short cables, 2 Rope for shrouds, 2½ inch, 1 coil Small tow line for buoy rope, 15 fathoms, 1 Hawser rope, 2 inch, about 10 fathoms Tar, ⅔ barrel **Interpretations** The commanders had the officers of the 78th Regiment sign their consultation, although the purchase was a matter for the Company, not the army. The endorsement served a purpose. A major and three captains of a King's regiment confirmed that the danger was real and the remedy sound. The decision then stood as the shared judgement of the senior men aboard, naval and military alike, instead of three merchant captains spending the Company's money on their own. If the Governor General and Council at Fort William, or the Court of Directors, later questioned the bills, the King's officers' signatures would support the commanders' plea of necessity. The inventory recorded what the Company received for its £1,300 0s 0d. It also fixed the vessel's condition at the moment of sale, so that the worn sails and cables could not later be blamed on her new owners. A bower anchor was one of the two main anchors carried at the bow. A kedge was a small anchor used for warping a vessel into position.
23	19	Canvas No. 6 Bolts 3 Do. No. 5 Yds. 17 Do. No. 11 Bolt 1 Iron Guns 3 Pounders No. 4 Carriages for Do. 2 Powder Barrl. 1/2 Shott Brass Blunderbusses 6 Cutlasses 6 Wall Piece 1 Musquet 1	The inventory of the *Rebecca* continued with her spare canvas and arms. Canvas, number 6, 3 bolts Canvas, number 5, 17 yards Canvas, number 11, 1 bolt Iron 3-pounder guns, 4 Carriages for 3-pounder guns, 2 Powder, ½ barrel Shot, 0 Brass blunderbusses, 6 Cutlasses, 6 Wall piece, 1 Musket, 1 **Interpretations** The schooner's armament had shrunk since Captain Fiott offered for her at Liverpool, when she carried ten four-pounders and stores for a six-month cruise. She now had four three-pounders, carriages for only two of them, half a barrel of powder and no shot. She was armed to fend off a boat, not to fight a ship. The commanders were buying her for speed and her experienced crew, not her guns, which suited their case that she was a scout and dispatch vessel. A wall piece was a heavy musket mounted on a swivel at the rail. Blunderbusses fired a spread of small shot at close range against boarders.
24	20	[Leaf trimmed irregularly along the left edge and mounted.] Copy of a Commission for holden a Court to Condemn Prizes. By A.B. Esqr. Governor of the Island St. Helena. Whereas application has been made to me by George Johnstone Esqr. Commodore and Commander in Chief of a Squadron of His Majesty's Ships and Vessels Employed on a particular Service by his Letter dated the 8 of Sept. 81 setting forth that the following	The page held a copy of a commission for holding a court to condemn prizes, issued in the name of A.B., Governor of St Helena. George Johnstone, commander-in-chief of a squadron of His Majesty's ships on special service, had applied to the Governor in a letter dated 5 September 1781. He reported that his squadron had captured the following ships, belonging to subjects of the States General of the United Provinces, near the Cape of Good Hope: *Held Woltemade*, Captain [...], from Amsterdam bound for Ceylon.

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		Ships belonging to the Subjects of the States General of the United Provinces have been taken by the Squadron of His Majesty's Ships and Vessels under his Command near the Cape of Good Hope. Viz. The Held Waltemade Commanded by Captn. Verlyke from Amsterdam bound to Ceylon. The Dankbaarheyt Commanded by Captn. Stertel from Bengal bound to Rotterdam. The Parel Commanded by Captain Slikker from China bound to Amsterdam The Honkoop Commd. by Captn. Land from China bound to Amsterdam The Hoogkarspel Commd. by Captn. Hermeyer from China bound to Do. And that the said Ships formerly belonging to the Subjects of the States General are now brought into the Harbour of St. Helena and lying under the Guns of the Forts of this Island, and requesting that fit and proper Commissions agreeably to His Majesty's Charter for the Administration of Justice to all his Subjects in all Maritime Cases whatsoever concerning any Person or Persons residing coming or being in the places aforesaid and all cases of Trespasses, Injuries and Wrongs done or Committed upon the High Seas in the parts of Asia, Africa and America to which the said Charter extend may be appointed to hear the Evidences and take judicial Cognizances concerning the said Captures, Justice so requiring.	*Dankbaarheid*, Captain [...], from Bengal bound for Rotterdam. *Paarl*, Captain Stokker, from China bound for Amsterdam. *Honkoop*, Captain Land, from China bound for Amsterdam. *Hoogkarspel*, Captain Hermeyer, from China bound for Amsterdam. The ships had been brought into the harbour of St Helena and lay under the guns of the island's forts. Johnstone asked for suitable commissions to be issued under His Majesty's charter for administering justice to his subjects. That charter covered all maritime cases involving persons living in those places, and all trespasses, injuries and wrongs committed on the high seas in the parts of Asia, Africa and America to which it extended. The commissioners were to hear evidence and judge the captures, as justice required. **Interpretations** A captured ship did not belong to her captors until a court had condemned her as lawful prize. Until then Johnstone's officers and men could not share in her value, and the cargoes from Bengal and China were worth a fortune. The nearest court was in England, many months away. St Helena's royal charter for the administration of justice gave its government power to hear maritime cases. Johnstone used it to have the Dutch East Indiamen tried at the island, so that the prizes could be condemned, sold and their proceeds divided without a long voyage home. Placing the form in the precedent book let the Governor issue the same commission whenever a King's ship brought prizes into James Bay.
25	21	And upon taking the said request of the said G.J. in behalf of himself and the other Captors of the said Prizes into our Consideration by and with the Advice and Consent of the Council for the Island of St. Helena. I do hereby Constitute and Appoint You Danl. Corneille Esqr. learned in the Civil Law and J.D. and W.W. Merchants residing here or the Major part of You (whereof the said Person learned in the Civil Law is always to be one) Commissioners with full power to hear and determine the Cases of Forfeitures and Seizures respecting the said Ships in which You will proceed according to the Rules of Equity and good Conscience and according to the Laws and Customs of Nations, and particularly according to the Interrogatories Established in the High Court of Admiralty for such like Maritime causes and also by such ways and means as by You the Judges Constituted by this Commission, shall in Your best Judgement appear meet and just, whether it be by Summary Way or otherwise according to the Exigence of the Cases that may	On Johnstone's request, made for himself and the other captors of the prizes, the Governor acted with the advice and consent of the Council. He appointed Daniel Corneille, as the member learned in the civil law, together with two merchants living on the island, named by the initials J.O. and W.W., to be commissioners. A majority of them could act, but the member learned in the civil law always had to be among them. They had full power to hear and decide the cases of forfeiture and seizure concerning the captured ships. They were to proceed by the rules of equity and good conscience and by the law and custom of nations. In particular they were to use the interrogatories laid down by the High Court of Admiralty for such maritime cases. They could also use any other method they judged right, summary or otherwise, as each case required. Every judgement, ruling and decree was to be put in writing and made known to those present when it was given. Each was to include a short statement of the facts and the commissioners' sentence. The commission was given under the Governor's hand and the seal of the island, witnessed by the members of the Council, on 7 September 1781, in the 21st year of the King's reign, and signed A.B. **Interpretations** Prize cases were decided under the civil law of the Admiralty and the law of nations, not under English common law. That was why the commission required a member learned in the civil law to sit in every hearing and named Daniel Corneille for the role. The interrogatories were the standard questions put on

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		be brought before You and all Your Judgements, Determinations and Decrees which may be made in the said Causes are to be put in Writing and signified to the Persons that shall be present at the making of the same, and shall contain a short State of the matter of Fact, and Your Sentence and Adjudication thereupon for which this shall be Your Authority. Given under my Hand and the Seal of the Island of St. Helena and Witnessed by the Members of Council of the said Island on the 7 of Sept. and in the Twenty first Year of His Majesty's Reign (Signed) A.B.	oath to the captured officers and crew. Their answers established who owned ship and cargo, and so whether they were enemy property liable to condemnation. Using the Admiralty's own questions gave the island's sentence the best chance of standing if the Dutch owners appealed in London. The commission was issued two days after Johnstone's letter, and it allowed summary proceedings. Speed served the captors. Prizes lying in the road ran up costs and risked loss, and the squadron could not wait long at the island. The two merchants gave the court commercial judgement on cargoes and values, while the lawyer guarded its procedure. Requiring every decree in writing, with the facts set out, produced a record that could be sent to the High Court of Admiralty if challenged.
26	22	Island St. Helena Know all Men by these presents that We the Govr. and Council of the said Island upon application made to Us by - praying liberty that Son of might be inserted in the within Lease in the Room or Stead of - a Deceased Nominee, We do according to the prayer of the said Petition hereby admit the Name of the Son of W - to stand in the within Lease in the Room of - the Deceased Nominee He the said Petitioner Complying with the Conditions within mentioned. In Witness whereof We the said Governor and Council have hereunto set Our hands and Affixed the Honble. Company's Seal this Day of in the Year of Our Lord 1783.	A further form, headed "Island of St Helena" and dated in 1783 with the day and month left blank, provided for changing the name in a lease. The Governor and Council declared that a leaseholder, whose name was left blank, had petitioned them. He asked that his son be written into the lease in place of a nominee who had died. Granting the request in the petition of W.W. the petitioner, they admitted the name of the son of W. to stand in the lease in place of the dead nominee. The petitioner had to comply with the conditions set out in the lease. The Governor and Council signed the grant and fixed the Company's seal to it. **Interpretations** Company land on St Helena was often let for the lives of named persons, the nominees. The lease ran only as long as one of them lived. When a nominee died, the holding came closer to falling back to the Company, so the tenant's family stood to lose the land and anything they had built on it. This form let the tenant petition to put a new life, usually a son, in the dead nominee's place, which extended the lease. The grant was conditional, and the conditions in the lease probably included a payment for the renewal. The Company kept its control over its land and its income from it, while tenant families could keep farms in the family from one generation to the next.
27	23	Copy of Sailing Orders & Instructions given by the Court of Directors to Captn. Henry Churchill dated 15 January 1783 St. H. Bencoolen & China Arto. 25 We hereby direct that when you send ashore the Treasure on board you consigned to our President and Council (of which must every Chest be logged) yourself, or the Purser, or other Person you shall appoint, do accompany it, and be present at the delivery, opening and examining, to see if it comes out according to Invoice, if by any accident it cannot be immediately opened it is to be lodged in a proper place, and you or the person so appointed is to have a Lock upon it until it can be so examined. Our President and Council have notice of, and will even form themselves unto this our Direction. 28 Be very careful, that neither yourself, nor any of your Mariners, or any Persons do sell or deliver out of the Ship until her return to England, any Goods, laden on board your Ship, lest thereby you bring your Owners and Us into trouble by causing the Bond given at the Custom house to prevent breaking bulk which, amount is in Twelve thousand Four hundred and seventy five pounds penalty to be put in Suit, and by bringing on yourself and the Ships Company divers other ill consequences. We	The page held a copy of selected orders and instructions given by the Court of Directors to Captain Henry Churchill, dated 15 January 1783. 25: When he sent ashore the treasure aboard his ship consigned to the Company's President and Council, he, the purser or another person he appointed was to go with it. That person was to be present when it was delivered, opened and examined, to see that it agreed with the invoice. If for any reason it could not be opened at once, it was to be stored in a safe place. He or his appointee was to keep a lock on it until it could be examined. The President and Council had been told of this order and would follow it. 28: He was to take great care that neither he nor any of his crew, nor anyone else, sold or handed out of the ship any goods aboard her before she returned to England. Doing so would bring trouble on the owners and on himself. It would cause the bond given at the custom house against breaking bulk, in the penalty of £[...],475 0s 0d, to be sued for. It would also bring other serious consequences on him and the ship's company. The Court warned him that goods smuggled off a ship in this way were forfeit by law. Even if the goods themselves escaped, their value could be sued for and recovered from anyone proved guilty, on information later given by any of his seamen. **Interpretations**

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		must likewise tell you, that by Law all such Goods so run from on board are forfeited; though the Goods should escape, yet the Value will be sued for, and recovered by information apprised even by any of your Seamen, from the Persons who can be proved Guilty; and we require you, to	Article 28 explains why a ship calling at St Helena had to keep her cargo intact. Before an outward Indiaman left England, her owners gave the custom house a bond in a large sum, to be forfeited if she broke bulk, that is, opened her cargo and sold any of it, before her voyage ended. Officers on the long passage were constantly tempted to sell goods at intermediate ports, and St Helena was one of the most obvious. The Court made every seaman a potential informer, since anyone who reported a sale could have the value recovered from those guilty. The captain could never be sure his own crew would keep quiet. This explains why the island received its supplies only through invoices and landing certificates, never by private purchase from a ship's hold. Article 25 applied the same caution to coin. Treasure was the most valuable cargo an Indiaman carried. Requiring a ship's officer to watch every chest opened and checked against the invoice, and to keep his own lock on any chest not yet examined, fixed responsibility at each stage of the handover. A shortage could then be traced to the ship or to the shore, with no way for either side to blame the other.
28	24	give public Notice hereof to all your Ships Compy. that none may pretend ignorance of the Laws, and that several Prosecutions have been commenced on this Account. We understand some of our Captns. have pretended this Clause as a Justification to them not to deliver out any necessaries to our Governor & Council at St. Helena, though they were shewn our Orders to the Governor & Council to demand them of our returning Commanders out of our Cargoes. We mention this that you do supply them according to those Orders, if you can come at the Goods, taking receipts for what you deliver, which you must give into the Court at your return. And if any Goods be laden on board for St. Helena, take care they be stowed so as to be readily come at on your Arrival there and delivered accordingly. 30 We are determined not to allow of any Register of Private Trade made at St. Helena, as a sufficient Register of Goods shipped in there, on your own or Officers Account, but require that all Registers shall be made at the Presidency or Factory in China, where such Goods shall be respectively taken on board; and you are to observe, that by a breach of this order, all Parties offending therein, will render themselves liable to the heavy Penalties which will be thereby incurred. 40 We enclose for your information, a printed Copy of the indulgence on Private Trade allowed the Commanders and Officers of the Ships employed in the Company's Service, not to be exceeded on any pretence whatsoever and to which we require the most exact conformity, under the Penalties therein	The Court went on to order Captain Churchill to give public notice of this to his whole crew, so that no one could claim ignorance of the law. Several prosecutions had already been brought on this account. The Court had learned that some captains used this order as an excuse to refuse supplies to the Governor and Council of St Helena. They did so even after being shown the Court's orders authorising the Governor and Council to demand such supplies from homeward commanders out of their cargoes. Churchill was therefore to supply the island in line with those orders, if he could reach the goods, and to take receipts for what he delivered. He was to hand the receipts to the Court on his return. Any goods loaded for St Helena were to be stowed where they could be reached easily on his arrival there, and delivered accordingly. 30: The Court would not accept any register of private trade made at St Helena as a sufficient record of goods shipped on the commander's or his officers' own account. Every register had to be made at the presidency, or at the factory in China, where the goods were taken aboard. Anyone who broke this order would be liable to the heavy penalties it carried. 40: The Court enclosed a printed copy of the allowance of private trade granted to the commanders and officers of ships in its service. That allowance was not to be exceeded for any reason, and the Court required exact compliance with it, under the penalties it laid down. **Interpretations** Article 30 closed the loophole Captain Charles Mears had used in March 1778. He failed to declare his private trade at Fort St George and lodged the list with the Council at St Helena instead, hoping that would satisfy the Court. The directors now ruled such registers worthless. A declaration made only after the ship had left her port of loading could be adjusted to match whatever was actually aboard, hiding any excess picked up along the way. Requiring registration where the goods were loaded tied each officer's private cargo to the place it was bought, under the eyes of the Company's own servants. Article 28 shows the Court weighing two needs against each other. The ban on breaking bulk protected the customs bond and the Company's sales in London. St Helena, though, depended on homeward ships for supplies taken out of their cargoes. Captains had been hiding behind the ban to refuse the island. The Court made the exception explicit and required receipts, so that every cask

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			delivered to St Helena was accounted for and could not be mistaken for an illicit sale.
29	25	[Leaf trimmed irregularly along all edges and mounted.] to be inflicted. The Certificates therein mentioned are to be granted separately to the Persons who shall pay their Quota (into your Cash) in India or China, as to remove the inconveniencies that have been experienced here in negotiating them when they have been made out in the name of the Captain of a Ship and his Officers without inserting the respective Names of those Officers or their several concerns therein; and Oath is to be made, that the Money so paid in, is in part of your and their privilege, and that profits thereon, and that you neither have taken up or will take up other Money to trade with in lieu thereof. One moiety of such Certificates to be paid ninety Days after presentment to the Court of Directors and the other moiety at three hundred & sixty five Days after sight; and we especially warn you, that if any part of the said Sum shall have been paid in at any Presidency, that you procure written evidence thereof, for on having occasion thereafter to complete the full Sum allowed to be received at any other Settlement or Factory you will be deprived of that Advantage, as they are prohibited from granting any further Remittances by Certificates for your Ship without such testimonies. 61 As it is very difficult for us to supply the Governor and Council at St. Helena with a sufficient quantity of Salt Provisions for the use of the Garrison and Inhabitants, and any Demand for them by our Shipping which call there, will greatly distress them; we give you this notice that you may not have any Dependance upon	The Court continued that the certificates described in the printed allowance were to be issued separately to each person who paid his share into the Company's treasury in India or China. That would end the difficulty the Court had met in paying certificates made out jointly to a captain and his officers, without each officer's name or share being stated. Each person had to swear that the money he paid in was part of the private trade allowance belonging to him and the profits on it. He also had to swear that he had not borrowed, and would not borrow, other money to trade with in its place. Half the value of each certificate would be paid 90 days after it was presented to the Court of Directors, and the other half 365 days after sight. The Court warned Churchill that if any part of the allowed sum had been paid in at one presidency, he must obtain written proof of it. Without that proof he would lose the right to pay in the rest of the allowance at another settlement or factory. The Company's settlements were forbidden to grant further remittance certificates for his ship unless such proof was produced. 61: The Court found it very hard to send the Governor and Council of St Helena enough salt provisions for the garrison and the inhabitants. Any demand for salt meat from Company ships calling there would therefore cause them great distress. The Court gave him notice of this so that he would not rely on **Interpretations** The certificate rules governed how officers sent home the profits of their private trade. Each officer paid coin into a Company treasury abroad and received a certificate payable in London, the same route as the bills St Helena sold to captains. The Court capped each officer's total at his allowance and required proof of every payment from one settlement to the next. That stopped an officer from remitting more than his privilege by spreading payments across several ports. Paying half at 90 days and half after a year also spread the burden on the Company's London cash. The St Helena form of March 1779, with its ceiling on each ship's remittances for the season, applied the same control on the island. Article 61 answered the problem the *Ceres* had raised in May 1778. Her crew's provisions were condemned, and the island had to release 13 casks of salt meat from the Company's stores. Those were the same casks the garrison relied on, already short from barrels arriving light from England. The Court now warned every commander not to count on St Helena for salt meat. Ships were to carry enough for the whole voyage and keep it sound, so that the island's reserve was not used up by passing ships.
30	26	upon being furnished with any at that Island. And you are hereby directed to Stock your Ship in India with as much as you may want for your Voyage home, and if you have any to spare it will be very agreeable to us if you will make an offer thereof, on the Compys. Account, to our said Governor & Council. 62 The Governor and Council at St. Helena having represented to Us that they are so greatly distressed there for Fewel for the Inhabitants that they cannot furnish the Shipping therewith and were obliged to prohibit any being carried off the Island, we therefore give you this information, and positively direct that you do supply your Ship before your departure from India with as much Fewel as will serve for your homeward bound Voyage, that you may not be under the necessity of distressing the Island in this particular, and	The Court added that Churchill should not count on getting any salt meat at the island. He was to stock his ship in India with as much as he would need for the voyage home. If he had any to spare, the Court would be glad if he offered it to the Governor and Council of St Helena on the Company's account. 62: The Governor and Council of St Helena had reported that the inhabitants were so short of fuel that they could not supply ships with any. They had been forced to forbid fuel from being carried off the island. The Court passed this on and strictly ordered Churchill to load enough fuel in India for the whole homeward voyage. He would then not need to distress the island in this respect, and would avoid a certain disappointment himself. 63: Commanders of several ships had claimed they lacked anchors, cables or other stores, and used this as an excuse to break the instructions in their charter

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		meeting with a certain disappointment yourself. 63 The Commanders of several of our Ships alledging a want of Anchors, Cables or other Stores, have made it a pretence for a breach of their Charter party Instructions, by putting into Falmouth, Plymouth and other Western or Irish Ports; that they may left even without the Shadow of an excuse for a Conduct so displeasing and prejudicial to us, some Anchors, Cables Canvas and Topmasts are lodged at St. Helena, for the use of such of our Ships as shall have occasion for them, and will be delivered accordingly, on the Governor and Council being fully satisfied that they are really wanted by the Commanders, who shall apply for them; and in such case they are to be	parties by putting into Falmouth, Plymouth and other ports in the west of England or in Ireland. To leave them without even the appearance of an excuse for conduct so displeasing and harmful to the Company, the Court had sent anchors, cables, canvas and topmasts to St Helena. These were for any Company ship that needed them, and would be handed over once the Governor and Council were fully satisfied that the commander applying for them really needed them. **Interpretations** Article 63 shows why the Court cared where its homeward ships put in. A ship that called at Falmouth, Plymouth or an Irish port before reaching the Thames could land private goods there, outside the watch of the London custom house and the Company's own officers. Claiming storm damage or a lost anchor was the usual excuse. The Court did not simply forbid such calls. It removed the excuse by keeping spare gear at St Helena, the last Company port on the homeward route. A commander who arrived in the Channel short of an anchor could no longer claim there had been nowhere to replace it. Making the Governor and Council judge each request kept the stores from being drawn on for any other purpose. Article 62 confirmed, from London, the stand the Council took with Captain Mears in February 1778. It refused him wood from the Long Wood and sent him to buy fallen timber privately. The Court now made the island's ban on carrying off fuel part of every commander's orders. Each ship was to bring its fuel from India, so that the island's few remaining trees were not burned in the galleys of passing ships.
31	27	[Leaf trimmed irregularly along all edges and mounted.] be paid for at the Rate of Thirty pr. Cent on the Invoice Price. 65 We have resolved for the present to discontinue the Rule observed during the late War, that the Arrival of the Boats for our Shipping at Banks's Battery in St. Helena should determine their precedence. We hereby give you Notice, that the Rotation of our Shipping, with respect to being taken again into the Compys. Service, will be governed according to their Arrival in the Downs, unless they shall by Order be detained at St. Helena. 75 Having frequent instances of the Military deserting from our Settlements in India on board our Ships, we have directed that one of the Council at St. Helena, accompanied with a Serjeant, do go on board every one of our Ships upon their first Arrival and make a strict examination if any Deserters are on board, and on finding such, they must be delivered on shore there and in order that they may be at a certainty the Muster Roll of the Ships Company must be produced to them and you must aid and assist them therein, for in case of a Refusal we shall insist on the Charter Party penalties. 81 As the Recruits on their Landing are to be Mustered by the Town Major, or some other Officer, and their Condition reported to the Governor, remarking whether the Men answer the description sent from hence; we direct that you order your Surgeon to attend when the Recruits are Mustered that in case any of them are invalided it may be determined whether their Complaints were acquired	The Court added that any such stores would be paid for at 30 per cent above their invoice price. 65: The Court had decided, for the time being, to drop the rule followed during the late war, under which the arrival of a ship's boat at Banks's Battery on St Helena settled the ships' order of precedence. From now on the order in which ships were taken back into the Company's service would depend on their arrival in the Downs, unless they were held at St Helena by order. 75: Soldiers had often deserted from the Company's settlements in India by stowing away on its ships. The Court had therefore ordered that a member of the Council at St Helena, with a sergeant, should board every Company ship as soon as she arrived and search her thoroughly for deserters. Any found were to be handed over and sent ashore there. To make the search certain, the ship's muster roll was to be shown to them, and Churchill was to give them every help. If he refused, the Court would enforce the penalties in the charter party. 81: When recruits landed at St Helena, they were to be mustered by the town major or another officer, and their condition reported to the Governor. The report would note whether each man matched the description sent from England. The Court directed Churchill to have his surgeon present at the muster. If any recruit was found unfit, it could then be decided whether his illness had been **Interpretations** Article 65 explains why the consultations recorded, sometimes to the quarter hour, when each ship's boat reached Banks's. In wartime the homeward ships gathered at St Helena to sail in convoy, and the order of their return determined the order in which their owners' ships were hired again for the next season. The first boat to report at Banks's won its ship a place in that queue. The Council's careful note of each boat's arrival was evidence in a contest worth a great deal to the owners. With peace restored, the Court

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			moved the test to arrival in the Downs, the anchorage off Kent where homeward ships ended their voyage. Article 75 was the Court's order behind the musters Major Henry Bazett carried out on every departing ship in 1777 and 1778. It made the search a condition of the charter party, so a captain who resisted risked a penalty against his owners, not just the Council's displeasure. Article 81 placed responsibility for the recruits' health on the ship that carried them. The surgeon of the *Earl of Mansfield* had been paid 5s a head for his care of recruits on the passage. Having the ship's surgeon attend the muster on landing allowed the Council to decide whether a sick recruit had been unfit when he embarked or had fallen ill through neglect on board.
32	28	acquired on board, or previous to their Embarkation. 87 As the Company have been put to very great expence on account of Natives of India being brought home as Servants we positively direct that You do not receive any on board your Ship without an order from our Servants in India wherein must be certified to you that sufficient Security has been given for their maintenance in England and return as by disobedience of this Order you will incur certain dismission from our Service. Sir I am ordered by the Governor & Council to enclose for your information a Copy of the - Para. of the Honble. Company the Court of Directors General Letter to them pr. Brig Saville dated the 15th Jany. 1783. I am Sir St. Helena Your Obedt. Servant 22 May 1783 (Signed) B. Wright Secy.	The Court continued that it must be settled whether a sick recruit's illness had begun aboard ship or before he embarked. 87: The Company had been put to great expense by Indian servants brought to England. The Court therefore strictly ordered Churchill not to take any aboard without an order from its servants in India. The order had to certify that enough security had been given for the servant's keep in England and for his return. Any commander who disobeyed would certainly be dismissed from the Company's service. A covering letter followed. The Secretary told the commander that the Governor and Council had ordered him to enclose, for his information, copies of paragraphs from the general letter of the **Start of crossed out section** Company **End of crossed out section** Court of Directors to the Council, sent by the brig *Saville* and dated 15 January 1783. Britannicus Alexander Wright signed it as Secretary at St Helena on 22 May 1783. **Interpretations** Officers and families returning from India often brought Indian servants with them, then turned them off once they reached England. Left without work or a passage home, the servants fell on the Company, which had to feed and ship them back at its own cost. The Court did not ban the practice. It made the master pay for it in advance. Security for the servant's keep and return had to be lodged in India before he could embark. A commander who took one aboard without the certificate risked his post, which put the burden of enforcement on the one man who could stop the servant at the gangway. The covering letter shows how the whole extract was used. The Court's instructions to Captain Churchill dealt with matters the Council at St Helena had to enforce: supplies from homeward cargoes, salt meat, fuel, spare stores, deserters, recruits and private trade. The Council sent copies of the relevant paragraphs to each commander calling at the island. No captain could then claim ignorance of the orders the island's government was applying to his ship.
33	29	Form Overseers Warrant (High ways) Island St. Helena We the Governor & Council of the aforesaid Island Do order and appoint you A.B. to be Overseer of the High ways of the - Division of the said Island until Easter Monday next ensuing the date hereof. These are therefore to will and require you the said A.B. to cause all the Slaves in the List Annexed to work six Days each reckoning twelve Hours to the Day to make mend and repair all such Paths and High ways as shall want to be made mended or repaired As also all Public Stiles Bridges and Gates and if any Person or Persons shall not send his or their	The next entry was a form of overseer's warrant for the highways, headed "Island of St Helena". The Governor and Council appointed A.B. overseer of the highways in the [blank] division of the island, to serve until the Easter Monday after the date of the warrant. He was to make all the slaves named in the attached list work six days each, at 12 hours a day. They were to make, mend and repair every path and road that needed it, along with the public stiles, bridges and gates. If any owner failed to send the full number of slaves listed, or someone else to work in their place, or failed to supply strong and suitable tools on the days the overseer appointed, the overseer was to hire another man, black or white, in place of each missing slave.

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		full number of Slaves inserted in the List aforesaid or some other Person or Persons to work in his or their stead or shall not bring or send strong and sufficient Tools on such Days or times as shall by yourself be appointed then you are to provide in the Room of such Slave some other Man either black or White as you can hire and the Master or Owner of such absentees shall forthwith repay you double the Sum you shall pay or agree to pay to such Person or Persons hired to work in his or their stead aforesaid and you are hereby required to send Home all such Blacks as shall bring bad or useless Tools, to the intent that all Persons may send good and useful ones for the more Effectual Repairing and mending all Public Roads and Foot Paths, from the Houses of the Inhabitants of the said - Division as well for Carriages of burthens as otherwise. And if any Person or Persons **Margin Notes:** 26 Novr. 1787 Memorandm. It was unanimously Agreed this day in Council that whenever it is found necessary to make new Roads or Alter the old Ones in either of the Divisions the same be done by an equal proportion of Work from each Warrant.	The absent slave's master or owner was then to repay at once double what the overseer paid, or agreed to pay, for the substitute. The overseer was also to send home any slave who came with bad or useless tools. That way every owner would send good ones, so that the public roads and footpaths from the inhabitants' houses in the division could be properly repaired, for carrying loads and for other uses. A note in the margin, dated 26 November 1787, recorded that the Council had agreed unanimously that whenever new roads were needed, or old ones had to be altered, in either division, the work would be shared equally among the warrants. **Interpretations** The warrant applied English highway law to a slave colony. In England each parish owed six days of statute labour a year to mend its roads, under a surveyor chosen for the purpose. On St Helena the six days fell on the planters, but the work was done by their slaves, listed by name and number for each household. The penalty made default costly. An owner who held back a slave paid double the wage of a hired substitute, so it was cheaper to send the man than to keep him at home. Sending home slaves who came with poor tools meant the owner lost the day's work yet still owed it. The 1787 memorandum dealt with a fairness problem the system created. Repairing existing roads fell on the division where they lay. A new road could put a heavy burden on the planters of one district alone. By sharing new works equally among all the warrants, the Council spread the cost of improving the island's roads over every slaveholder, whichever division the road ran through.
34	30	making default in any or either of the abovementioned Articles or shall refuse to pay the hire or Wages of all or any of the Persons by you hired as aforesaid you are hereby empowered and authorised to seize and take by Distress any of the Goods or Chattels of such Persons the same to sell at Public Auction and after you are paid the overplus (if any, reasonable charges being deducted) you are to return to the Owner. For all which this shall be your sufficient warrant. Given under our Hands and the Honorable Company's Seal the 3 November 17 D.C. H.G. M.B. W.W. H.B. Memorandum Days of this warrant must be reserved for Repairing Drains &c. List of Slaves Septr. 17 No. Men No. Men H.B. T.B. D.C. I.K. Total Island St. Helena Orders and Regulations to be observed by the Clerk of the Market Viz. You are to order and Direct two Cattle from the Slaughter List to be sent Down on Friday Morning next the 23 of this instant January to be killed in the Evening for a Market on Saturday	The warrant concluded by giving the overseer power against owners who defaulted. If anyone failed in any of these duties, or refused to pay the wages of the men hired in place of their slaves, the overseer could seize any of their goods and chattels by distress. He was to sell them at public auction and pay himself what was owed. After deducting reasonable charges, he was to return any surplus to the owner. The warrant was given under the members' hands and the Company's seal on 3 November, with the year left blank. It was signed with the initials D.C., [...], M.B., W.W. and H.B. A memorandum beneath directed that a number of the warrant's days, left blank, be kept back for repairing drains and similar work. A form for the list of slaves followed, dated September with the year left blank. It named owners by the initials A.B., D.C., F.B. and J.K., with a column for the number of men each supplied and a space for the total. The figures were left blank. List of slaves for the highways A.B., men, 0 D.C., men, 0 F.B., men, 0 J.K., men, 0 Total, men, 0 The next entry, headed "Island of St Helena", set out orders and regulations for the clerk of the market. He was to have two cattle from the slaughter list brought down on the following Friday morning, 23 January, to be killed that evening for a market on Saturday morning. **Interpretations** Distress gave the overseer the power to collect without going to court. An owner who refused to send his slaves or to pay for substitutes had his goods taken and sold at auction, and the proceeds covered the debt. The overseer did not have to sue a planter before the sessions to recover a few shillings. The obligation enforced itself, and a defaulter could lose property worth far more than the wages he had tried

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			to avoid. Returning the surplus kept the seizure within the law, so the owner could not complain of having been robbed. Setting days aside for drains showed the practical sense behind the warrant. On the island's steep slopes, a road with blocked drains washed out in the first heavy rain. Reserving part of every planter's labour for drainage protected the work done on the road surface itself.
35	31	Morning to begin at half past 8 o'Clock and to continue the same every fortnight until you receive orders from the Governor and Council to the contrary. You are to observe the following Rules for the Disposal of said Beef to the use of the Gentlemen of the Company's Service. First The Governor to have always the preference in Quality & Quantity. 2d. The Gentlemen of Council always next to the Governor and served according to their Rank. they will not exceed a proportional quantity with the other Gentlemen according to the Neat Wt. of the Cattle killed. 3d. The Owners of the Cattle to be allowed the Choice of a Piece in the same Proportion. After the above Deductions from the Weight the Gentlemen in the Service according to the List delivered You to be proportioned and served in Rotation changing every Market Day. That ready Money be paid for all such Meat as is taken from Market and the Clerk of the Market to account with the Owners before the ensuing Saturday And in case of non payment the Clerk of the Market to refuse serving such People with Meat, and his or their proportion to be thrown in the common Division. The Clerk of the Market to cut each respective share of Prime and coarse Meat in as near a proportion to the respective Divisions as the nature of it will admit, without haggling said shares more than is necessary. Whenever several Cattle are to be killed on the same Day You are to take the first upon the List for the Market, those killed for the Ships next, and those ordered alive for the Ships last. You are not to suffer any Person or Persons to see or Peruse the Slaughter List unless called	The market was to open at half past eight in the morning and to be held every fortnight until the Governor and Council ordered otherwise. The clerk was to follow these rules in sharing out the beef among the gentlemen of the Company's service. First: The Governor was always to have first choice, in both quality and quantity. 2: The members of the Council came next after the Governor and were served in order of rank. They were not to take more than their fair share alongside the other gentlemen, reckoned on the net weight of the cattle killed. 3: The owners of the cattle were allowed to choose one piece, in the same proportion. Once these shares had been taken from the weight, the other gentlemen of the service, named on the list given to the clerk, were to receive their portions in turn, the order changing every market day. Every piece of meat taken from the market had to be paid for in cash. The clerk was to settle with the owners before the following Saturday. If anyone failed to pay, the clerk was to refuse him meat in future, and his share would go into the general division. The clerk was to cut each share of prime and coarse meat as nearly in proportion to the divisions as the carcass allowed, without hacking it more than necessary. When several cattle were killed on the same day, he was to take first the beast that stood first on the list for the market. Cattle killed for the ships came next, and cattle ordered alive for the ships came last. He was not to let anyone see or read the slaughter list unless **Interpretations** This version of the market rules differed from the one entered earlier in the book on one point. The earlier text put the members of the Council on the market list on equal terms with the rest of the Company's servants, with only the Governor ahead of them. Here the councillors were served straight after the Governor and in order of rank, ahead of everyone else, though still held to a fair share by weight. The two texts show the Council settling its own place at the market in two different ways. Precedence at the butcher's block marked rank on an island where fresh beef was scarce, and the precedent book kept both versions of the rule.
36	32	called for by the Governor or the Governor & Council. These Rules and Regulations to be put upon a Board and hung up in the Market House for every ones inspection. 19 Jany. 84 By Order of Council (Signed) B. Wright Secy. Market List The Governor Lieut. Governor Matt. Bazett Wm. Wrangham Henry Bazett Revd. Jno. Wilson Jona. Doveton B. Wright Sol. St. Maurice John Goodwin	The clerk could show the slaughter list only when the Governor, or the Governor and Council, called for it. The rules were to be painted on a board and hung up in the market house for all to read. Britannicus Alexander Wright signed them as Secretary, by order of the Council, in January 1784. The market list followed. Market list The Governor The Lieutenant Governor Matthew Bazett William Wrangham Henry Bazett The Reverend John Wilson Jonathan Doveton Britannicus Alexander Wright Solomon St Maurice

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		Wm. Pierce James Desfountain Thomas Bazett Wm. W. Doveton Saml. Desfountain Robt. Leech John Doveton Nathl. Kennedy Saml. Mason Thos. Stroud Eliz. Powell Elizth. Kennedy Mary Beale Lieut. James Greentree C. R. Stewart Thos. Statham Robt. Gurling Walter Greentree David Kay Lieut. Richd. Knipe Jno. Leech Frans. Seale Robt. Hodson Thos. Greentree Crisp. Beale Stephen Shephard Willm. Roberts Willm. Kale Caleb Broadway James Adney Ellen Shirley Mary Bazett St. Loins, Rumps, Buttocks, Ribs, Briskets, Rans, Flanks and Steaks @ 17d pr. lb. Aytch Bones, Mouse Buttocks, Thin Ribs, Chuck Ribs and Clods @ 16d pr. lb. Necks, Shins & Legs @ 14 1/2 pr. lb.	John Goodwin William Pierce James Desfountain Thomas Bazett William Webber Doveton Samuel Desfountain Robert Leech John Doveton Nathaniel Kennedy Samuel Mason Thomas Stroud Elizabeth Powell Elizabeth Kennedy Mary Beale Lieutenant James Greentree Charles Ross Stewart Thomas Statham Robert Gurling Walter Greentree David Kay Lieutenant Richard Knipe John Leech Francis Seale Robert Hodson Thomas Greentree Creswell Beale Griffin Shepherd William Roberts William Hale Robert Broadway James Adney Oliver Shirley Mary Bazett Prices of beef at the market Loins, rumps, buttocks, ribs, briskets, rands, flanks and steaks, 7d a lb Aitchbones, mouse buttocks, thin ribs, chuck ribs and clods, 6d a lb Necks, shins and legs, 4½d a lb **Interpretations** The list defined who counted as a gentleman of the Company's service for the purpose of buying fresh beef. It ran from the Governor and councillors through the chaplain, surgeon, factors and writers to the officers of the garrison. Ordinary inhabitants, soldiers and slaves had no place on it. The market was a privilege of the Company's establishment, and the planters who raised the cattle could reach it only by choosing a piece from their own beasts. The list also included Elizabeth Powell, Elizabeth Kennedy and Mary Beale, the three women who drew pensions from the Company in 1777 and 1778, and Mary Bazett. Widows supported by the Company kept their place among its servants at the market. Their pensions gave them the standing of dependants of the establishment, and with it a share of the island's scarcest food at the fixed price.
37	33	[Leaf trimmed irregularly along all edges and mounted.] To Mr. Thomas Ailsworth Clerk of the Market By Order of the Governor & Council You are hereby Authorised to charge for the Cattle you weigh for the Planters in future 1/. each dead and 1/6 those sold alive which you are to make known to those who return Cattle for Slaughter. You are likewise hereafterward permitted to weigh the Cattle sold to the Ships alive at the Slaughter House. (Signed) B. Wright Secy. 26 January 1784 22 March 1784 Resolved That no additional Return of Cattle for Slaughter shall be admitted after the usual one in December.	A further order was addressed to Mr Thomas Alsworth, clerk of the market, by order of the Governor and Council. In future he could charge the planters 1s 0d for each beast he weighed dead and 1s 6d for each one sold alive. He was to make this known to everyone who returned cattle for slaughter. He was also permitted from then on to weigh, at the slaughterhouse, the cattle sold alive to ships. Britannicus Alexander Wright signed it as Secretary on 26 January 1784. On 22 March 1784 the Council resolved that no further returns of cattle for slaughter would be accepted after the usual one in December. A model letter to a ship's commander followed. Edward Fell, a private of the garrison, had been absent for **Start of crossed out section** several

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		Sir Edwd. Fell Sold. of the Garrison has absented himself some Days, and there being reason to suspect he has secreted himself on board your Ship. It is the Governors Request that you make the strictest search for him & if found to be sent immediately on Shore to the Main Guard. I am Sir	**End of crossed out section** some days, and there was reason to suspect he had hidden aboard the commander's ship. The Governor asked him to search the ship as thoroughly as possible and, if the man was found, to send him ashore at once to the main guard. **Interpretations** The planters' cattle return was the advance pledge first ordered on 15 December 1777. Each planter declared how many beasts he could supply for the coming year and was held to that number. Refusing any return after December closed off a loophole. A planter could otherwise pledge little at first, sell his best cattle to ships at the higher price, and offer extra beasts for slaughter later only when it suited him. Fixing the return once a year let the clerk plan the market list and the ships' allowances from a known supply. The weighing fees paid the clerk for his work out of the planters' sales, not the Company's funds. Weighing live cattle for the ships at the slaughterhouse also gave the island an official record of every animal sold to shipping. That was the record the Lieutenant Governor's accounts relied on when they separated beef within the charter-party allowance from beef sold above it. The clerk was probably the Thomas Aldsworth who served as a gunner in the artillery in 1778, another soldier given a civil post. The letter about Edward Fell was the form used whenever a soldier went missing while ships lay in the road, the danger that had cost the garrison six men to the convoy of May 1778.
38	34	Surgeons Certificate & then the following Island St. Helena I Daniel Corneille Esqr. Governor of the Island St. Helena do hereby Certify that the above named Mr. Thos. Stroud Surgeon of the said Island hath liberty to proceed to England and remain there during the term of one Year for the recovery of his Health, being firmly of opinion that his Complaint as set forth by the above Oath of Mr. Davd. Kay Assistant Surgeon renders it absolutely necessary, as the Change of Climate is the only chance he has for his recovery. Given under my Hand this 10 Day of April 1785 (Signed) D.C. Copy (in part) of the Ship Genl. Coote Charter party. And it is hereby declared Covenanted and agreed by and between the Partys to these presents that the said Ship shall proceed from the Downs for the Island of St. Helena, and there discharge and put on shore all Goods and Merchandize as shall be loaden on Board her by the said United Company, which shall be Consigned to the Governor and Council of the said Island of St. Helena, as also her Passengers, for which deviation the said part Owners and Master shall be allowed six Weeks Demorage after the Rate of £ 20 16 8 a day, and the like demorage for all the time she is detained there, on account of her unloading beyond Ten working days; and for all Soldiers and Passengers carried to the said Island £ 8 21 a Head.	A surgeon's certificate followed, headed "Island of St Helena". Daniel Corneille, Governor of the island, certified that Mr Thomas Stroud, surgeon of the island, had leave to go to England and stay there for one year to recover his health. The Governor was firmly convinced, from the sworn statement of Mr David Kay, assistant surgeon, that the voyage was absolutely necessary. A change of climate was Stroud's only chance of recovery. The certificate was given on 1 April 1785 and signed D.C. An extract from the charter party of the ship *General Coote* came next. Her owners agreed that the ship would sail from the Downs to St Helena. There she would unload and land all the goods the Company had shipped aboard her consigned to the Governor and Council, as well as her passengers. For this departure from her route, her part owners and master were to receive six weeks' demurrage at £20 16s 8d a day. They would be paid at the same rate for any time she was held at the island beyond ten working days for unloading. The Company would also pay £8 [...]s [...]d a head for every soldier and passenger carried to the island. An extract from the orders to Captain John Baldwin, commander of the *General Coote*, followed. Paragraphs 70 and 71 of his instructions had directed him to sail on to Canton. Despite those paragraphs, he was now ordered to set sail as soon as he received his first dispatches and to proceed **Interpretations** The charter-party extract showed what it cost to send supplies to St Helena in a ship bound elsewhere. An Indiaman headed for China gained nothing by calling at the island, so the Company paid her owners as if she had been held idle for six weeks. At £20 16s 8d a day, that came to about £875 0s 0d before a single extra day in the road. The same clause of ten working days, with demurrage beyond it, lay behind Captain Fraser's dispute with the Council in March and April 1778. A Council that kept a ship past her days added directly to this charge, which explains why it sent the *Earl of Mansfield* and the *Queen* away the moment their time ran out.

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		Copy (in part) of the Orders and Instructions to Captain Jas. Baldwin Commander of Ship Genl. Coote. Arto. 187 Notwithstanding the 70th Seventieth and Seventy first Paragraphs of these instructions directing you to proceed to Canton in China, We hereby Order you so soon as you shall have Received your first Dispatches to set sail and Proceed **Margin Notes:** X	The surgeon's certificate shows how a Company servant obtained sick leave. A doctor's sworn statement, here from his own assistant, set out the need, and the Governor certified the leave for a fixed term. The servant kept his post and could return to it. The form gave the Court of Directors a record that the absence was justified and limited. That mattered on an island with a single surgeon, whose departure left the assistant in sole charge of the garrison's health.
39	35	proceed directly for our Island St. Helena and there to deliver to Our Governor and Council the Packets directed to them and also to put on shore all the Goods Merchandize and Passengers on Board your Ship Consigned to them, you are to make all the Haste you can in Unlading the St. Helena Cargo, so as the Whole be Completed within 10 Working Days as mentioned in your Charter Party if you are dilatory they have our Orders to protest against you, and When you are dispatched from St. Helena you are to make the best of your Way directly for Canton. Memorandum 11th July 1785. The Proprietor of the Land called Bearcrofts adjoining the Company's land called Turkey Ground to keep a fence from the Common to the Serpentine Walk and from the end of said Walk to the fence adjoining Mr. John Goodwins Land by the Company. Memo. 8 August 85 The Governor and Council considering the Petition of Capt. Lieut. Chas. R. Stewart Adjt. Resolved That should the vacant Seat at the Board, on Major Bazett's quitting be not filled up Captn. Pierce will then be put in possession of the House allotted the fifth in Council, in which case it is resolved that the Mr. Stewart Adjt. shall have the one at present appropriated to the Engineer.	The orders went on to direct Captain Baldwin to proceed directly to St Helena. There he was to deliver to the Governor and Council the packets addressed to them, and land all the goods, merchandise and passengers aboard his ship consigned to them. He was to unload the island's cargo as quickly as possible, so that the whole was finished within the ten working days his charter party allowed. If he delayed, the Governor and Council had the Court's orders to lodge a formal protest against him. Once dispatched from St Helena, he was to sail directly for Canton. A memorandum dated 11 July 1785 recorded that the owner of the land called Bancroft's, next to the Company's land called Turkey Ground, was to keep up a fence from the common to the Serpentine Walk. The fence was to run on from the end of that walk to the fence next to Mr John Goodwin's land **Start of crossed out section** by **End of crossed out section** [...]. A memorandum of 8 August 1785 recorded that the Governor and Council had considered the petition of Captain Lieutenant Charles Ross Stewart, the adjutant. They resolved that if the seat on the Council left vacant by Major Bazett's departure was not filled, Captain Pierce would be given the house assigned to the fifth member of Council. In that case Mr Stewart, the adjutant, would have the house then assigned to the engineer. **Interpretations** The Court of Directors armed the Council against a captain who might delay as Captain Fraser had in 1778. A formal protest put on record that the ship had overstayed her ten working days through the commander's own fault, not the island's. Any later claim for demurrage by the owners could then be resisted in London, with the Council's protest as evidence. The orders gave the Council a tool against a delaying captain in advance, without its having to argue each case afterwards as it did with Fraser. The house memorandum shows that the Company's housing on St Helena went with the office, not the person. Each post, from member of Council to engineer, had its own house, and a vacancy at the top set off a chain of moves below it. Pierce had complained in 1778 that the engineer's house was too cramped and rotten to be comfortable. Seven years later he stood to move up into a councillor's house, while the adjutant, who had petitioned for a better place, would take over the engineer's. Houses were among the benefits of rank, and the Council allocated them through formal resolutions like any other appointment.
40	36	£ 6 10 .. to be Paid to the Owners, for any Persons sent hence by the Governor & Council to Fort Marlbro'. To Mr. Jonan. Doveton Storekeeper Sir	A note recorded that the Company would pay the owners £6 10s 0d for each person the Governor and Council sent from the island to Fort Marlborough. A letter to Mr Jonathan Doveton, the storekeeper, followed. The Governor and Council ordered that from then on he weigh the flour received from

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		It is the Governor and Councils Order that you are henceforward to Weigh the Flour Received from England, to see that it agrees with the Invoice transmitted, and if you find any short delivery of that Article, you are to Write the same off the Bill of Lading in the mode of all other Stores. I am Sir St. Helena Your Obedt. Servant 23 Octobr. 86 (Signed) B. Wright Secy.	England, to check that it agreed with the invoice sent with it. If he found any of it short, he was to deduct the shortfall from the bill of lading, as he did with all other stores. Britannicus Alexander Wright signed the letter as Secretary at St Helena on 23 October 1786. **Interpretations** The fixed charge for passengers to Fort Marlborough turned an awkward bargain into a standard rate. In June 1778 the Council paid Captain Douglas of the *Queen* £20 0s 0d to carry Noquedah Poccollum to Bencoolen, a sum agreed with the captain on the spot. Writing a rate of £6 10s 0d a head into the charter party let the Council send soldiers, exiles or servants on to Sumatra without haggling, at a price the Company had already accepted. The island served as a transfer point for Bencoolen as well as a port of call, and the form set what that cost. Deducting a shortfall from the bill of lading made the ship answer for it. The bill of lading was the master's receipt for what he had taken aboard. Goods written off it as undelivered became a claim against the owners, not a loss to the Company. The storekeeper had sorted short deliveries by cause in this way since at least 1778. Flour had evidently been taken on trust, by the invoice count, and the order brought it under the same rule. It was the staple of the garrison's bread, and the *Earl of Mansfield*'s flour of 1778 had been so poor that the Council bought the captain's private stock at a heavy mark-up. Weighing every consignment protected the island's supply of its most essential food.
41	37	To Capt. Commg. In Consequence of your having given Us Notice that the Honble. Company's Snow Ranger under your Command is ready for Sea We have sent a Packet on Board directed to the H. the Court of Directors which you will deliver on your Arrival and proceed on your Voyage without any detention from Us agreeable to the Orders you have received from the Governor General &c. &c. We wish you a good Voyage & are 1st Jany. 1787 Sir Your Humble Servants Mr. Jona. Doveton Storekeeper Sir It is the Governor and Councils Order that in future the Serving of Provisions to the Company's Servants, Inhabitants &c. shall be by the whole Piece, Charging 1/4 pr. lb. agreeable to a former Direction without making the specific weight of Six pounds which Regulation is intended for the Garrison only and it is their further Order that all the Flour now in Store be weighed in presence of Mr. Wright Secy. aided by your Assistants that they may have an Exact Acct. of what Remains. I am Sir 24 April 87 Yr. Obedt. Servant B. Wright Secy.	A model letter to a ship's commander, dated 8 January 1787, followed. He had told the Council that the Company's snow *Ranger*, under his command, was ready for sea. The Council had sent a packet aboard for the Court of Directors, which he was to deliver on arrival. In line with the orders he had received from the Governor General, he was to continue his voyage without any delay from the island. The Council wished him a good voyage. A letter to Mr Jonathan Doveton, the storekeeper, followed. By order of the Governor and Council, provisions issued to the Company's servants, the inhabitants and others were in future to be served by the whole piece, charged at 4d a lb as previously directed. They were not to be cut to the fixed weight of 6 lb, which applied only to the garrison. The Council further ordered that all the flour then in store be weighed in the presence of the Secretary, Mr Wright, with the storekeeper's assistants, so that there would be an exact account of what remained. Britannicus Alexander Wright signed the letter as Secretary on 24 April 1787. **Interpretations** Salt meat in the casks came in pieces of uneven size. For the garrison the store cut it to a standard 6 lb piece, since each soldier was entitled to his ration by weight. Doing the same for every civilian buyer meant constant cutting and weighing, waste in the trimmings and disputes over short pieces. Selling to servants and inhabitants by the whole piece, priced by the pound, left the careful cutting for the ration. Weighing every remaining sack of flour in the Secretary's presence followed from the order of October 1786 to check each delivery against its invoice. The Council now wanted its whole stock on record, under the eye of an officer independent of the store. A snow was a two-masted vessel rigged much like a brig, with a small extra mast behind the mainmast. The *Ranger* belonged to the Company's own small craft in India, and her orders came from the Governor General. The Council's letter simply confirmed that the island would not hold her. It was the form used to send any ship on her way with the island's dispatches.

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46	42	EAP 1364 St Helena Document Name and Date St helena - Standard forms, oaths and certificates 1777-1828 Dimensions (height x width x depth) (cm) (h) 39cm x (w) 26cm x (d) 3cm No. written pages: 37 No. blank pages: 1 Spine and cover Good Condition Inside pages Good Condition foxing Present Additional comments Several blank pages were numbered with Pencil, however Photos weren't taken Time taken to photograph (hours) 1 hour	