

as seemed to threaten the total subversion of all discipline and subordination on board merchant ships; but was happily checked by that spirit and indignation publicly expressed by merchants and others on the subject. The seamen, by some late decision, have been taught, that although the law will deservedly punish all who shall behave in a tyrannical and brutal manner towards them, (as no doubt too many have done;) yet that it will also protect the commanders and officers of ships, who, for the preservation of the property of their owners and shippers, and also of their own lives and those of the passengers and people under their care, shall confine and bring to punishment those miscreants; who, for the sole purposes of plunder and depredation, engage as mariners, and by their arts and wickedness too often bring a number of the crew to join in their infamous practices.—Such was the case on board the Tartar at the Island of St. Thomas in the year

year 1781, and on-board the *Hartwell* in May, 1787. — Yet the whole blame and punishment was laid on the commander and officers, instead of the villainous authors of the danger so nearly escaped by the former, and of the calamity unhappily experienced by the latter, in which the East India Company so severely suffered, as well as the officers, owners and other individuals concerned. Upon myself, it fell peculiarly heavy; as causing the disappointment of my fair hopes and prospects of success from the *Hartwell*, after the mortification I had suffered, and the difficulties I had surmounted.

It was a very great consolation to me upon this occasion to meet with sympathy, kindness, and attention from every quarter; even from those who were considerable sufferers by this calamity, which they had spirit, liberality, and honor to consider as an unavoidable misfortune; I  
mean,

mean, the Royal Exchange Assurance Company, and the private underwriters at Lloyd's Coffee-House. The whole, including the private underwriters to a man, instantly settled the loss on the policies; and, without waiting the usual time, offered, and actually sent me the amount of their several engagements, with the most kind expressions of concern at my misfortune. — I beg leave to seize this opportunity of thus publicly expressing my thanks for this very honorable and friendly behaviour, which gave me the most heart-felt pleasure, and raised my spirits when much depressed by this misfortune.

I wish I could with truth say, that I had met with similar sympathy and kind treatment from the Court of Directors of the East-India Company; from whom I had every reason to have expected it, from the well-known exertions, and, I may say, the liberal manner, in which I have ever acted in all my engagements

ments and transactions with them. — I will not, in this place, enter farther into the subject of their conduct towards the commander, chief and second mate of the Hartwell, the latter of whom they suspended, and have since restored to their service. The two former, by the wording of their minutes and of their letter to Mr. Lempriere and myself (as charter-party owners,) it was conceived they had dismissed, never to be employed again; but, by some subsequent resolutions, they have qualified their former resolution, as not importing an actual dismissal, but only a suspension; and, on the application of Mr. Christie, the chief-mate, they have restored *him* to their service. The reasons which the Court give for it will hereafter be seen to imply a confidence in Captain Fiott, the commander; who nevertheless still remains under suspension; nor has he ever applied to be restored, wishing, as I conceive, previously to know what he is

accused of, and the grounds of such complaint. For this purpose, I applied to the Court, by letter, on his behalf; but this information, extraordinary as it may be, has been most peremptorily refused; so that he, as well as myself, although his agent and the managing owner of the ship, remain most perfectly unacquainted with the matter to this day. — I shall make no farther comment here, but proceed to my own business, that of my application for leave to build another ship in lieu of the Hartwell, thus unfortunately lost.

\* I was advised not to make an immediate application to the Court, but to wait a little till the ferment, which prejudice and every art that self-interest could dictate against new owners and country-built ships (as the Hartwell was called) should subside. — It is wonderful, indeed, that men of sense, in any degree acquainted with shipping, could give ear to such tales and  
alarms

alarms of danger to the Company, from employing well-built country ships; but that professional men should have joined to exclaim against it, as was the case, is still more extraordinary.—It is well known, that the best oak produced in this island is chiefly in its southern parts, and that the oak to the northward is less in esteem than that to the south of the Thames, in counties immediately adjoining. At the same time, none can doubt that shipwrights of equal merit with any others, are to be found in a place situated near several of the royal dock-yards, and in the vicinity of London. Of this southern oak, and in a place so situated, was the Hartwell built, by ingenious and experienced shipwrights; and her model and fabric was such as not only met the approbation of the Company's surveyors, who inspected the work, equally as if it had been in the river, but bade defiance to interested and malevolent critics. It was from the construction of this, and

other very respectable ships in like circumstances, that a noble lord was pleased to say, in the House of Lords, that a new discovery had been made; namely, that ship-building was not local, but that men of war might be built all along our coasts.— I confess I take some pride to myself, when I reflect, that the Hartwell (which when launched was the largest ship which had ever been built for the Company's service) furnished one of the first instances to do away a prejudice so injurious to the maritime interests of England, and to the country gentlemen who have timber near the sea, the price of which has hitherto been kept down by its distance from ship-yards. And I trust that no combination of London ship-builders will be able to stifle the Fact.\*

\* The price for building Indiamen, of about 800 tons, in the river, was, in 1786, thirteen guineas per ton. I contracted that year for the Hartwell at eleven pounds; and, two months after, for the Belvidere at twelve pounds. The price now, in the river, is eleven pounds five shillings per ton.

to build, and that it had been objected to by them. Some of those, who had before expressed themselves to be friendly, afterwards started doubts and difficulties; and I then began to find, that I was likely to have equal obstacles to surmount as at first. I was kept in this suspense till the month of March, 1790, when I received a letter from the Court of Directors, dated the 5th of that month, stating certain conditions which they insisted upon, and which they called “an explanation of the terms “on which they would receive new ships “for the Company’s service.” After having mentioned what were these particulars, they said, “it would be left for me to “determine whether I would abide by my “former tender.”——I wrote an answer agreeing thereto, dated the 10th of March, 1790; and I now conceived that all difficulties were removed, and that I should immediately have the usual letter of form with leave to build: all my friends thought  
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the same ; and I was so well assured of it, that I began to form my arrangements for the purpose of building the said ship. Expecting every week to receive the letter of leave, I waited patiently till the 2d of June, when I wrote a letter to the Court of Directors as follows :

“ Honourable Sirs,

“ HAVING received a letter from Mr. Secretary Morton by order of your Honours, dated the 5th of March, in answer to my tender and application for leave to build a new ship in lieu of the Hartwell, with the conditions on which your Honours were willing to give me leave to build, and requiring my answer thereto ; I accordingly gave in my answer dated the 10th of March last, agreeing to the terms which your Honours were pleased to stipulate.

“ I have been ever since expecting your Honours letter of permission to build the said ship. I have now to request your Honours will be pleased to grant me such  
“ leave,

" leave, as early as may be agreeable to  
" your Honours, that I may have full and  
" sufficient time to get such ships built  
" and completed to the entire satisfaction  
" of your Honours. I am, with the great-  
" est respect,

" Honourable Sirs,

" Yours, &c.

" J. FLOTT."

I waited in person for an answer, and in a very few minutes after my letter was read, to my utter astonishment I received the following answer, signed by Mr. Morton, Secretary to the Company.

" The Court of Directors of the East-  
" India Company have taken into confide-  
" ration your letter requesting to build a  
" ship on the bottom of the Hartwell, and  
" I am ordered by the said Court to ac-  
F " quit

“ quaint you that they have resolved not  
 “ to comply therewith.”

I was shocked by this to such a degree, that I was scarce able to believe what I read. I could hardly conceive it possible that a majority of twenty-four gentlemen of character, reputation, and honour, in private life, could as a public body behave thus to a private individual, whose exertions in their service, in spite of all difficulties and against all opposition, had commanded respect, and I trust will always continue to do it.—To what purpose keep me in suspense from July to March, and then signify to me the terms on which they were willing to let me build? To what purpose write me their letter of March, if, notwithstanding my acquiescence, they were predetermined to refuse me leave to build at all? To what purpose keep me from the 1<sup>st</sup> of March without informing me that they would not give me such leave?

Some

Some particular concerns which carried me out of town prevented my taking farther steps in this matter till the 30th of June, when I wrote to the Court, requesting to be informed of the reasons of their refusal. My letter was referred to a committee, at which Mr. Smith, the Company's Solicitor, was consulted on the subject of the *Right* to build, under a forced interpretation of an *ex post facto* bye-law of September 1788, and under the wording of the letter of the Court of Directors of the 17th of March 1786, (granting leave to build the Hartwell, but excepting from it the claim to re-build, if the ship should be lost, or have performed her four voyages.)—I waited on Mr. Smith to know on what precise statement he was desired to give his opinion; but I found that the case of the Tattar, or her having been refused a second voyage, had made no part of it.—It is very easy to make out a partial

case; but, were the whole statement to be laid before Mr. Smith, I have no doubt that, as a gentleman and an honest man, he would give it as his opinion, that the Court of Directors ought not to have rejected the Tartar in 1783 and 1784; and still less, under the circumstances of the case, have refused leave to build another ship in lieu of the Hartwell,—Whatever determination the Court came to, they did not favor me with an answer.—I waited till the 6th of August last, when I again wrote another letter; neither of which have the Court yet thought proper to notice,

I conceive that such behaviour adds insult to injury. Both as an individual and as a proprietor of India Stock, I had a right to expect a very different behaviour; and still more so as acting not only for myself, but on behalf of the owners of the Hartwell; men, in point of reputation and property, in general ranking equal with themselves. The small boon even of an  
answer

answer was however denied to me; though I was under the circumstance of a person with whom a treaty was not only commenced, but virtually concluded; having submitted to all the modifications made in my tender by the Court of Directors, subsequent to the loss of the Hartwell.

Having now laid before the public the true state of my case, they will judge how far the conduct of the Court of Directors is to be defended; or whether it is not highly partial and even unjust, and tending greatly to the prejudice of the proprietors and the public. What person, after such treatment, can safely place reliance on them as a Court?—With respect to myself personally, after having complied with every obligation, and every requisition for their service, in expectation of the fair and just returns for such exertions; after keeping, at a dead expence, the Tartar for upwards of two years unemployed, though offered in turn; after being negotiated with  
from

from year to year; and after such fruitless attendance, anxious suspense, and heavy losses, to be harshly and abruptly as it were *turned out of the service*, without any requital; I say, after this, it will not be wondered, that I have felt sufficiently injured to be induced to make an appeal to the public.

I will nevertheless so far do justice to the Directors, as to believe, that they would have disdained such conduct in their private capacities; as individuals; but, as a public body, they appear to have had few scruples; and it is hence that I thus publicly give an account of their conduct, knowing no other way to procure justice or prevent a repetition of such improper proceedings.

At the same time I beg leave again to repeat my thanks to the present Chairman and Deputy-Chairman, Mr. Lushington  
and

and Mr. Devaynes, and to such other gentlemen as have had the spirit to support my application. I know not all their names, or I should be happy to be at liberty to give them. I trust that I have had no enemies, though others appear to have had more friends.

It remains to be considered what can have induced persons, who, in private life, appear as men of reputation and honor, to act so differently as a public body. The world will easily decide upon this occasion. For myself I will state the following facts, without making any comment.

1. The Old Shipping Owners holding a considerable quantity of stock, and consequently possessing, as well as influencing, many votes, can easily join to oppose, at elections for the Directorship, such as do not act according to their wishes, as well as to support those who have favoured them.

2. A

2. A number of the Directors have habits and connections with many of the Old Shipping Interest.

3. A part of the Directors have at different times been understood to have direct or indirect concerns in the shipping belonging to the Old Shipping Interest, or to have benefited by the patronage belonging to them.

4. The sale of the command of ships for five to eight or ten thousand guineas, and of particular destinations of voyages for one to two or three thousand pounds, has been so notorious, that the public are in possession of the general fact, and the Court of Directors has lately been obliged to notice a particular instance of it; though the only excuse for it, that has yet reached my ear, is *custom*. This traffic may be safe among

*mong friends and tried persons* on the present system; but, were others allowed to become ship-owners on a plan of *reduced freights*, the bargain would be embarrassing and hazardous, while the favor to be bought and sold would be diminished.—Hence a monopoly of shipping, freighted at high rates, in the hands of particular persons, however destructive to the company and injurious to the public, will always find favour with *some*.

I have said that I should make no comment here, and I shall keep my word. My next object, therefore, will be to answer some objections which may be made to what has been urged.

## REPLIES TO OBJECTIONS.

I. It may be pretended that the loss, incurred in the case of the Tartar, was compensated by leave to build the Hartwell.

Reply. When a ship is built for the service of the East-India Company, the compensation for the expence arises in one of two modes. Either the ship runs four voyages, or else she is lost before she compleats them. In the first case, the profit upon the four voyages *reimburses* the owners; in the second case, the recovery of the amount insured (for the whole may be insured) *reinflates* them.—Apply this to the case of the Tartar. This ship was repaired, and fitted in a style useless for other services, and made capable of a set of East-India voyages, at an immense expence, upon the presumption

sumption of the Company continuing to employ her till she was worn out. She was neither lost nor worn out; but, after being kept idle, at a dead expence, near two years and a half, in the vain expectation of a second voyage, she was sold at an immense loss. She was not rejected for any insufficiency; for the Court of Directors, it has been seen, wished, though too late, *to employ her again*. — Their distress for shipping continuing, they gave the late owners of the Tartar leave to build the *Hartwell*. This was fondly looked to as a probable compensation for the injury they had sustained; but the *Hartwell*, unfortunately perishing at her outset, yielded no profit, and, consequently, no compensation. The recovery of the amount lost, from the insurers, simply *reinstated* the owners *as owners of the Hartwell*; leaving the loss by the Tartar unredeemed and unatoned for. — No casuistry therefore can set

aside the following dilemma. Either the Hartwell was given as a compensation for the Tartar, or it was given as an independent object. If as a compensation, she furnished none; if as an independent object, the repair of the injury, in the case of the Tartar, had no concern in it. Compensation, therefore, in one case, was *never given*; in the other, it was *never intended*. I claim compensation, therefore, on the part of the Tartar, as still being our due; and, as the public will support the claim, I shall never cease to pursue it.

II. It may be said, perhaps, that the owners of the Hartwell were excluded from any pretention to rebuild on the bottom of the Hartwell; first by the letter of the Directors, when accepting the tender of her; and, secondly, by virtue of the by-laws of the Company.

Reply.

Reply. What has been mentioned in the preceding paragraph shews this objection not to be applicable. I claim a compensation for the Tartar — and this was never given. It was perhaps intended, by some of the Directors, to be given in the case of the Hartwell, but the Hartwell perished in embryo; and I therefore repeat, that compensation never was given. The extraordinary fatigues, incurred in superintending the building of the Hartwell and her loading outwards, were burthens, not gains, and were immediately succeeded by the pain attending her loss. — The case, therefore, stands just as it did; or, indeed, more in our favor than before the Hartwell was in contemplation; and the Hartwell, consequently, forms no necessary part of the discussion.

But let us suppose it otherwise. Would the distress, resulting from the fatal misfortune of the Hartwell, plead for the owners in vain? Ought not the loss of a ship, in the very

very outset of her first voyage, to be deemed a case where the owners had not, in the least, benefited by permission to build? I make my appeal to humanity. Would it be kind in a great public body, abounding in the means of rendering services, to withhold its attention from suffering disappointments, only to favor men who have received too many of its favors already? The Old Owners were sure of permanent attention; they would have been postponed in their turn only, not displaced. Why then was our ewe lamb to be taken away to be given to the rich?

But some of our opponents did worse than King David; they not only injured but they calumniated. To lend a color to the refusal of building another vessel in lieu of the Hartwell, they took away the character of its commander. The loss of the vessel was attributed to his neglect.

With

With respect to the conduct of the commander of the Hartwell, whom, from a thorough knowledge of his integrity and good intentions, I am proud to call my brother, I have touched upon it in my narrative, and it will again be found noticed, in a different view, in my appendix; and, as the examination into the case is still depending, and may hereafter come before the public, I shall not dwell upon it any farther here, than to make and apply a single remark.—Wise men have thought it imprudent to embarrass persons, in the midst of an enterprize, with too many objects and alarms; deeming it advisable, where good intentions are matters of course, to leave the judgment free to govern according to the circumstances of the case. These good intentions and an anxiety for success are too natural in the case of India captains, (whose lives and fortunes are connected with the safety of their vessels,) ever to be suspected. To press men needlessly with the  
terror

terror of doing wrong is to make them diffident of doing right; they refuse to use their discretion, and put as little as possible to issue, and become guilty of sins of omission, from the desire of shunning sins of commission.—Let us apply this reasoning. The Captain had mutineers on-board whom he wished to land at one of the last islands within his reach. He was desirous of losing no time, and therefore of arriving at his port early in the morning, in order to resume his voyage before the evening, especially as he was then to be intangled with islands. He consulted the Company's charts and saw no danger indicated in his intended course which he could not easily avoid, upon any supposition whatever, provided the charts were correct. Misled by the currents, and by the similarity of the land,\* he had taken one  
island

\* Mr. Christie, his first mate, an ingenious and careful draughtsman, had drawn a view of the land at St. Nicolas, in a former voyage, which greatly resembled that at

island for another; an error, of itself, of no moment had the Company's charts, in other respects, been true. But, unhappily, they were false, for they placed certain rocks as only reaching one league from the shore, straggling reefs of which, in fact, extended much farther. The officer, from motives of prudence, had hauled about as soon as the land was seen, but too late, the ship striking upon the very rocks on which the great Cook (as will be seen hereafter) might have been lost, in his last voyage, in the midst of all his experience and glory. I maintain, therefore, that a fair error in judgment and an innocent mistake, arising under such circumstances and ending in such a disaster, called for consolation from

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the

Sal. With this view and the Company's charts before him, with his ship's reckoning purposely worked up to the moment, and with the deliberate concurrence of his first and second mates and of his purser, (Mr. Dagley, a gentleman of good judgment and experience,) who were expressly advised with, he formed his conclusion as to the land which presented itself to them.

the Company rather than reprobation. There are few men, who are honest and candid, however discreet they may be, who will not allow that the case might have been their own. — But, allowing (which I cannot allow) the Captain to have been in fault, since he as commander (as well as the charts) had received the deliberate approbation and sanction of the Company, the owners of the *Hartwell* were, by no means, punishable on that account.

The letter of the Directors, which signifies that the owners of the *Hartwell* shall have no claim to continue a ship in the Company's service in consequence of the leave given to build that vessel, this letter, I say, is silent respecting the *Tartar*. I speak uniformly of the *Tartar*, and found my pretensions chiefly upon the merits of that case.—I must nevertheless assert, that, if the Company had been *faithfully served* by the owners of the *Hartwell*; the latter, consistently both with policy and equity,  
might

might have claimed a future attention from the Company, as being approved persons, so long as they continued to tender *on equal terms with others*.

With regard to the particular by-law of the Company, which states that the loss of a ship must be judged *unavoidable* before the owners can claim any preference to a permission to build a new ship in its stead, it gives room for several remarks. First, reference is made to a by-law which was not in being during the existence of the Hartwell, whose case, therefore, it could in no way reach unless by an *ex post facto* operation; (for the clause to this effect, standing in an old by-law, was repealed in March, 1785, and not duly revived till September, 1788.) Secondly, the by-law in question speaks of the title created by an unavoidable loss, as extending to a claim to build out of rotation and by preference; and the owners of the Hartwell are refused leave to build even on any terms. Thirdly, when a ship

is lost, the by-law does not take away from the Court of Directors the liberal interpretation of the causes of such loss; and still less does it affect the power, always residing in this Court, of giving relief to innocent owners, circumstanced like those of the *Hartwell*, when applying under the description of persons presenting *new* tenders under the *same, or lower, terms* with others. Lastly, to repeat my constant remark, this by-law has nothing to do with the *Tartar*, which was not in the situation of a ship “casually hired for home-freights” like the returning *Botany-Bay* ships; but was a ship deliberately repaired and fitted out, under the direction of the Company’s surveyor, for the Company’s service both outwards and homewards; and was dismissed, contrary to good faith, after her return from her first voyage; though supposed, at a considerable interval afterwards, as still remaining fit for their service, having only been set aside to favor others, whose terms nevertheless were less reasonable.

III. There

III. There is a third objection to my claims, with a reply to which I shall close what I have to say in this place.—It is asserted that I have been made owner and husband of another ship, the *Belvidere*, since the transaction respecting the *Tartar*; which must be considered as an indemnification for what passed on that occasion.

Reply. I have already stated that my contract for the *Hartwell* was made in March, 1786. — On the 28th of May, in the same year, that is about two months afterwards, being informed by two of the Directors, that the Company were in want of another ship to be built for the *ensuing* season; I expressed a confidence that I could accomplish their wishes.—I was likewise informed that Captain Greer, who had been many years in the service of the Company, desired the command of an *Indiaman*, and had Friends who would take the chief shares, of whom Sir John D'Oyly, Bart.

Bart. was particularly mentioned as one. I immediately applied, by letter, to Sir John D'Oyly and Captain Greer; and, on the Tuesday following, I made a tender to the Court of Directors, by letter, of a ship of 1000 tons, for the ensuing season. I was immediately called into Court; and, after some treaty as to the precise time for her being completed and for her arrival in China, (which the Court wished to fix for the 10th of October, 1787, and I desired to extend to the 31st of October, 1787,) the agreement was concluded as follows; viz. that, if the ship did not arrive at China by the 15th of October, 1787, the owners were to be allowed no demurrage.—As I stated to the Company that business required my presence in Holland for a fortnight, and that I must conclude the treaty on the spot, or not at all, I experienced no delay. The tender was made, and the contract entered into, in little more than two hours; Captain Greer agreeing with me during the same interval, on behalf of himself,

self, Sir John D'Oyly, and other friends, for fifteen sixteenth shares. I, on my part, consented to appoint him to the command, reserving to myself the right of patronage and of agency to the ship.

I set off for Holland the same evening, having previously formed the plan, and written letters for proceeding in the building of the ship. On my return, in about twelve days, I found that a keel and timber had been prepared; and, two days after, I went to Itchenor, and made my contract with the persons engaged in building the Hartwell. I advanced them, in a very short time, six thousand pounds, (four times the sum usually paid on signing the contract;) by which means they were enabled to lay in timber and other articles on good terms. I had too much to fear from interested persons, not to keep the place of building a secret, even from the Court of Directors themselves, till the end of July; when I informed the Court, that the keel was ready  
to

to be surveyed, and nearly the whole of her frame ready to be put up, the chief part of which had been converted (or prepared) near Petworth, in Suffex, and from thence conveyed near thirty miles over the hills to Itchenor. On or about the 1st of August, the keel was surveyed, and the ship was completed, and launched on the 2d of April following, above a fortnight after the period for which the builders had contracted with me.

Having informed the Directors, on the 20th of March, that, notwithstanding every exertion of the builder, this delay would occur; I expressed my fears of the ship losing her passage to China, if she was obliged to go round to Gravesend; and as it was of great moment to the Company to make an importation of teas as early as possible, I requested that she might be dispatched directly from Portsmouth or Spithead; and mentioned, as I was authorized to do, that the Nottingham and Hartwell would

would convey her intended outward-bound cargo to China. The Court, on the following day, agreed to the proposition, on condition that the owners paid the expence upon what should be sent round, &c. &c. and that the owners should not be entitled to demurrage, if the ship lost her passage to China. This was immediately acceded to; and, when I returned the thanks of the owners and myself for the indulgence, I requested leave, on the part of the owners, to present the Court with one hundred pounds, for the use and benefit of the Company's hospital at Poplar; as a small acknowledgement of the obligation conferred on us on this occasion. They gratified us by accepting it; and their secretary was directed to acquaint us by letter, that the Court was much pleased with this attention of the owners to Poplar hospital.

The Belvedere failed from Spithead, or the Motherbank, on the 8th of June, and by very great exertions saved her passage,

and arrived at Macao in China, on the 31st of October, the very day which I had at first proposed for her : Had not the builders failed in their contract as to time, she would have arrived on or before the day wished for by the Court of Directors. — She sailed from China, on her return, on the 12th of March ; and arrived in the September following, with a cargo of near 1200 tons, bringing about 200 tons surplus tonnage at half freight.

Such is the history of the Belvedere, which has been mentioned as a motive for refusing me leave to build another ship in lieu of the Hartwell. But, as the owners of the Belvedere were distinct persons from the owners of the Tartar and Hartwell, (myself excepted,) had a favor been intended by the Court of Directors in the case of the Belvedere, *which there plainly was not*, and which, had it been in their power so to bestow, would certainly have gone into other channels ; it could have no  
retrospect

retrospect to the owners of the other two vessels. In short, the owners of the Tartar and Hartwell were not in the least degree in the contemplation of the Court of Directors, when the building of the Belvedere was agreed for; which will appear still more evident, when it is considered, that the contracts of the Hartwell and Belvedere were nearly cotemporary.

To conclude. The Court of Directors, by the 56th bye-law of the Company, are directed to allow an interval of eighteen months, from the time of laying the keel of an Indiaman to the time of launching. This work, in the case of the Belvedere, was accomplished in nine months; and both the Hartwell and Belvedere were built and finished within twelve months; their cost together amounting nearly to 56,000 *l.* including their outfit. For this dispatch, I take to myself no little merit; though it is requisite to add, in justice to my friends, that my own industry would have been in-

effectual, had it not been seconded by their confidence and support, which was unbounded.

I shall here end the history of my own private case, except so much of it as is reserved for the Appendix. The remaining pages will be employed in illustrating the conduct of the Court of Directors, respecting their naval department.

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*Of the shipping employed by the East-India Company, in the trade between England and the Indian Seas.*

WHO, it may be asked, are the East-India Company? The people of Thibet having heard their name frequently mentioned, inquired whether the Company was a *man* or a *woman*. It is not to be wondered, that the people of Thibet were ignorant on this subject; since many are ignorant, who have much better opportunities of being acquainted with it.

The

The East-India Company is composed of a great number of persons, each of whom in general devotes to the common object of it only a small part of his fortune. All therefore possessed of the moderate amount of stock, which serves as a qualification for voting, may interfere in its concerns, though each thus acquires only a weak interest in the general prosperity of them. The rich individual is inclined through indifference, to abandon this little fragment of his property to chance ; seldom feeling a case of mismanagement or speculation as of moment enough to call for his exertions. Proprietors of this description, with all those who love their ease and tranquillity, or who are placed at a distance from the scene of action, rarely take part in the controul of the Company's affairs ; unless to vote for *Friends* at the election for Directors, or upon *political* occasions.

But

But there is a numerous body of proprietors of a far different complexion, who have views of interest to pursue, and whose great object in having a share in the stock of the Company, is to serve THEMSELVES. They have no solicitude about the dividend on their qualification, whether it be 6 per cent. or 8 per cent : they have a private concern of far greater amount, which goes to thousands and ten thousands a year, besides immense patronage. In short, they do not join in the cause to abide the common issue of it ; but, like contractors and vultures, they follow the camp for prey. However the Company may decline, they are sure of prosperity ; and, in some cases, in exact proportion to that decline. A qualification to vote in the Company's affairs is so easily bought, and many of those who propose to benefit themselves in its employ, are so wealthy, and have so many wealthy friends, that a multitude of votes  
become

become easily at their command. Power, when once established, generally begets power. As the immense extent of the Company's affairs presents lucrative objects in every quarter, each candidate for favor seeks for effectual support : influence is bartered for influence ; and a combination arises from it, capable of accomplishing every thing. Directors are chosen by virtue of it ; and these Directors feel a gratitude for their patrons, which is the more natural, as they have to seek for votes again at the end of every four years.

Many words are needless for painting the result of these intrigues. The dominions of an Eastern Emperor have become the portion of the Company, and the Company has become the portion of ministry for the time being, and of the jobbing proprietors. The concern itself at stake has, in consequence, become divided. The landed patronage chiefly falls to the share of government ;

ment ; and the naval and home patronage to the share of the jobbing proprietors. The stream of wealth arising out of the dominions of the East, which otherwise might flow plentifully into the pockets of the proprietors and of the public, running by the way over such thirsty soils, little of it reaches its true destination. Hence we see rich servants and a poor Company ; hence the interests of the Company are made a secondary object, and the possession of posts and emoluments becomes primary ; and though parliament and the Court of Directors or of proprietors, now and then, make an effort towards a reform, things sooner or later shew the strongest tendency to a relapse.—To this particular source is to be attributed the expensive management of the chief branch of the Company's maritime department, some of the particulars of which I shall now briefly explain.

The misconduct of the Court of Directors in their shipping-department is of an  
early

early date; but I shall go no farther back than to the periods of it, which attracted the notice of the legislature in 1773; and I shall found what I have to say on this subject upon the third report of the Secret Committee of the House of Commons, printed in 1773, and upon public notoriety since that time.

From the above report we learn the following particulars: The expences of freight and demurrage, during ten years, had amounted to five millions sterling,\* exceeding their just bounds, by general consent of the evidence called in, no less than one-third; (that is, *one-third of five millions sterling*;) besides the loss produced to the revenue, and to the Company's sale of goods, by the smuggling consequent upon these bad regulations.—This waste of money arose in several manners. For example, the surplus shipping (for the Company it seems had a third more shipping attached to their em-

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\* I include the transport service.

ploy than was then requisite,) occasioned a large capital to lie dead, with other needless expences, as well as a wanton decay in the ships and stores; the whole of which ultimately fell to the share of the Company to reimburse. The dimensions of the ships also, were too small; so that they not only carried less in proportion than larger ships,\* but called for more officers and men, and consequently for more provisions, &c. than was necessary. The freight likewise was calculated in a complex manner, under the name of freight, half-freight, &c. and this complication, as usual, served to cover fraudulent bargains. The officers serving in these ships moreover possessed privileges favorable to smuggling, and other incroachments. The voyages lastly were ill arranged; too much country trade was left to

\* \* The increase of tonage, falling in the midships, 'affords the advantage above described!' 'A ship of 676 tons would bring home an equal number of net goods, exclusive of kintlage. See *third report, in 1773, of the secret Committee of the House of Commons, appointed to inquire into the states of the East-India Company*, P. 6.

The urgency of the evil, as it stood in 1773, cannot be better stated, than in the extract of a letter to the Secret Committee of the House of Commons, dated February the 11th, in that year, written by Mr. Gabriel Snodgrafs, surveyor of shipping to the East-India Company, ever since 1757; a person whose judgment and integrity are alike beyond my praise. — He enumerates the causes of the above evils, with their remedies, as follows, beginning with the causes. the share of European shipping; and sometimes the ships returned short-freighted, or were forced to be delayed a season abroad for want of a loading, and this at a high demurrage.

“ First. From the great numbers, opulence, and various interests of the owners of shipping, due œconomy is prevented; and they by these are not only enabled to obtain high freight, but *are not subject to the necessary controul.*

“ Second. The admission and employment of many more ships in the service than are needful for the trade.

“ Third. The allowing private trade and country voyages,

" Fourth. The employment of so great a number of small ships, which naturally requires an additional number of captains and officers, and creates a considerable increase of private trade and sailing charges.

" And in relief of the several above-mentioned evils, I would humbly suggest the following plan :

" That no more ships be taken up annually, than whose cargoes would be sufficient to supply the Company's sales.

" That the small ships should be sent to Coast and Bay for the fine goods, and the large ones to China for the teas ; and that no more small ships be built, than are deemed necessary for the Coast and Bay trade.

" That all the ships be taken up for their full tonnage by builders measurement, out and home ; and to be laden and unladen by the Company's officers, here and in India. And that moderate, but adequate freight be paid for the same ; in lieu of the several sums now paid for whole freights, half-freights, surplus tonnage, kintlage \*, and demurrage, for a common voyage out and home.

" That the Company do allow no private trade, nor any ship to go a country voyage.

" That in order to reduce the extraordinary tonnage, which at present is not less than 63,000 †, builders measurement, no more ships be built, nor any repaired for going more than four voyages; until the whole tonnage employed by the Company shall be reduced to 35,000 tons, according to the foregoing rate of measurement, which it is certain will be sufficient for amply supplying the Company's sales in England, even if they should in future considerably encrease, and leave a proper number of ships at home ready to be employed upon any sudden or extraordinary occasion. But, after such reduction has taken place, then 3000 tons of new

\* Kintlage means iron ballast, perhaps from the French term quintal.

† This alludes to the state of things before the commutation-act took place ; which, with the increase of trade to other parts besides China, occasions a call at present for above 100,000 tons to be attached to the Company's service, in order to supply the annual proportion of ships requisite for their concerns.

“ shipping built annually, will be sufficient for keeping  
 “ up the before-mentioned quantity of 35,000 tons; and,  
 “ should a larger quantity be required, from war or other  
 “ emergency, out than home, in that case it is proposed,  
 “ that extra ships be hired on half-freight for the voyage  
 “ outwards, and be sold in India on account of the owners,  
 “ with the usual restrictions.

“ Were the above measures pursued, I am clearly of  
 “ opinion, that *one-third* of the sum now paid annually  
 “ for freight and demurrage might be saved, and the pernicious  
 “ practice of smuggling in a great degree prevented.

“ But, should ever a plan be adopted (which in my  
 “ judgement is very eligible) for the Company’s purchasing  
 “ the present ships freighted by them, and for building  
 “ and equipping their ships in future at their own  
 “ docks, and by their own servants; then I am very  
 “ confident a farther considerable saving might yet be  
 “ made; and the many inconveniences, arising from the  
 “ numbers, opulence, and various interests of the owners  
 “ of shipping, with *the improper controul they now in consequence possess*, be effectually obviated.

“ Having perused an account of the net goods brought  
 “ home for the Company from 1752 to 1772, both included,  
 “ it appears to me, that they have paid for those  
 “ goods near 32*l.* per ton freight, on an average; exclusive  
 “ of demurrage or interest on money advanced for  
 “ impress and surplus tonnage outwards, or expences of  
 “ packets built by the Company; but as the tonnage of  
 “ the kintlage is blended with that of the goods, it is possible  
 “ there may be some small errors in this statement,  
 “ which may be rectified by the proper officer.”

Thus far, Mr. Snodgrafs. Some improvements have certainly taken place since this period; but, chiefly, such as tend to the emolument of the Old Ship Owners.

For

For example, seizing the hint for using ships of larger dimensions, their ships have been encreased above one-third in their size ; by which means, as proprietors of the old bottoms, they have obtained a full profit upon this encrease. The Old Ship Owners likewise formerly forced the Company into a temporary reduction of the quantity of tonnage in their employ, which essentially contributed to their own monopoly, as being owners in possession; and they repeated this attempt when they heard, among other things, of a scheme suggested for *building Indiamen at out-ports*. In short, there were contending motives and interests. Some of the persons then in the direction, willing to extend their patronage, &c. wished to multiply the number of ships ; while others, from interest, wished to lessen it, and to confine the possession of the ships to a chosen few : at the same time the Old Ship Owners were desirous of suppressing all ships not belonging to themselves

selves, and of multiplying the profits on these, either by encreasing their number, or by extending their size and the period of their employ. In this conflict, the benefit of the Company was the motive which apparently had least operation upon any of the parties.

This fact I shall endeavour to prove from a variety of considerations, which are in the knowlege of every reader, or in his power to verify with little trouble; and, as I shall avoid all calculations, (which artful persons might easily convert into a labyrinth, to bewilder the reader,) I trust, the conclusion will be so simple, that he who runs may read.

The first consideration which I shall begin with, is the notorious luxury formerly prevailing among the Captains of East-Indiamen.—The term of floating taverns was scarcely sufficiently descriptive of their vessels; they were floating villas, with princely

princely accommodations \* I should be ungrateful for the civilities I have received on-board of some of them, not to say, that a considerable part of the profits of the officers was devoted to a polite, as well as a generous, hospitality ; but, certainly, the

\* “ What is done in no other merchant-ships in the  
 “ world, Captains will purchase their commissions for no  
 “ less than seven or eight thousand pounds each. Will any  
 “ man in his senses imagine, that such a sum, and a pro-  
 “ portionate interest, together with pay for the Captain’s  
 “ time and trouble, can be amassed, in two or three voy-  
 “ ages, by legal means ; or without detriment to the trade  
 “ of the Company in general ? Go on-board of an India-  
 “ man, count over the servants, the cooks, the musicians ;  
 “ behold the feasting and attendants ! Listen to sympho-  
 “ nies, and tell me sincerely, whether it would not rather  
 “ impress you with an idea of Cleopatra sailing down the  
 “ Cydnus to meet Mark Anthony, than of a rough Cap-  
 “ tain venturing across immense oceans, and defying  
 “ their storms and hidden rocks, to import the merchan-  
 “ dise of India ? Whence all this luxury ? Can the  
 “ Company be in want of parliamentary supplies, while  
 “ it thus can squander, or, shall I say, prostitute, its  
 “ riches ? ” — See Considerations on the necessity of  
 lowering the exorbitant freight of ships employed in the  
 service of the East-India Company, by Mr. Anthony  
 Brough. London, 1786.

navigation

navigation of the East-India Company was capable of being conducted free of this expence.

A second confirmation of the general fact arises from the ample fortunes with which these gentlemen formerly quitted the service, after a few voyages, especially where they had not paid extravagantly for their situations; while persons of the best families frequently retire from the royal navy, after active and dangerous services, with a provision so inferior, as to bear no sort of comparison. Certain it is, that men of integrity, skill, and respectable manners, might have been found disposed to serve in East-Indiamen for much smaller compensations, than were then in question; since lieutenants in the navy command even West-Indiamen for a course of years, and make annual voyages in them which last from six to eight months each, bringing home similar cargoes with those which may be brought from the East-Indies; namely cotton, sugar,

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spice

spice, and drugs. I have intimated that these things existed formerly; for, since 1784, the case is greatly changed; but for this change, little thanks are due to the Directors, the alteration having chiefly arisen from various acts of parliament affecting the profits on the private trade of the captains and officers \*. I am fully warranted, however, in noticing the above particulars, because they prove a reform in this branch of the service to have been both requisite and possible; though it was omitted from 1773 to

\* For many of the captains and officers, I have particular esteem and regard, being indebted to them not only for civilities, but for the feeling they have expressed for mine and my brother's situation. Sorry I am, that they have an evil to lament under their present circumstances, which is the result of the prosperity of their predecessors; being induced to continue great and unnecessary expences in their ships, merely to correspond with old habits, and the expectations of persons who come on-board them, at a time when their profits are greatly abridged. I have no doubt but the majority of them will agree in reprobating the practice alluded to in the next paragraph, which is in some instances an increasing evil, and tends to damp merit and discourage exertion.

1784, and then accomplished by government, rather than by the Directors.—But to proceed.

I must name, as a third obvious proof of extravagance in the company, the enormous prices which are still current for the command of an Indiaman, during a single voyage or during four voyages, especially if it be to Bengal; to obtain which destination has, of itself, as is well known, sometimes been the subject of a bargain. The profits of Bengal voyages, it must be observed, arise from passengers and from the private trade, (supposing the latter to be conducted with judgement.) — I speak of these incidents as current, because every one, conversant in these subjects, has frequently heard them mentioned, without reserve, by the best-informed people, without being at any time contradicted.

But whatever may be said of the former profits, obtained by the officers serving in

Indiamen, is to be affirmed with much more truth, and as having place in full force down to the present moment, with respect to persons interested in East-India ships.—Whether the superfluous gain, upon these occasions, falls to the share of the Captain or other officers, or to the owners, the builder, or husband,\* or whether a needless loss arises which produces gain to no one, (one of the usual consequences of profusion and venality,) the mischief is equally great to the Company and the public, and calls equally for a reform.

The sway, which the several branches of the shipping-interest possess in the Company's elections, is a fact too notorious to be disputed; and is another evidence of their wealth and of the purposes to which they apply it. As they influence a sufficient number of votes to turn the scale in every contested election, it is not to be wondered that a majority of the Court of Directors

\* The husband is the ship's agent.

are always favorable to them, and that the conduct of the Court is, in many instances, such as it is found to be.

But, above all, let me remark that the same bottoms continue in the same hands for a long series of years, the bottom of an East-Indiaman being as immortal as the celebrated ship of Delos. — How this can happen, when every ship is directed to be built and hired in consequence of a new tender open to all, is not to be explained upon any other system than that of favoritism.\*—

Do

\* The 40th by-law of the Company runs as follows.  
 ‘ It is ordained that, after the quantity of shipping, in  
 ‘ the Company’s service, shall be reduced to 45,000 tons,  
 ‘ the ship that has been first worn out or condemned shall  
 ‘ be first rebuilt and employed, and so in rotation, the  
 ‘ owners of each ship tendering the same *on as low terms*  
 ‘ *as any other.*’ This law was repealed on the 24th of Sep-  
 ‘ tember, 1788, and another (the 56th) made in its room,  
 ‘ ordaining that ‘ previous to leave for building, the ow-  
 ‘ ners shall consent to let their respective ships to the com-  
 ‘ pany, *upon each voyage*, at as low a freight as *any other*  
 ‘ ship that can be obtained by the Court of Directors,  
 ‘ which

Do the Old Ship Owners make offers so constantly lower than others as always to obtain this preference fairly? I put it to their consciences and to those of the Directors to affirm this; and, in the mean time, I let the issue rest with the common sense of the public; who are well acquainted with the natural eagerness of strangers to become competitors in a case so notoriously advantageous to those employed, as that under enquiry.

I shall not insist farther upon the instances of the Tartar, the Chapman and the Hartwell; for I trust that I have already said enough upon the subject of them. But I may notice the recent complaint of Mr. Alderman Macaulay respecting the Pitt, as a case the more particularly in

‘ which have been or shall be constructed and fitted in the  
 ‘ same manner with the regular ships of about 800 tons,  
 ‘ or upwards, at this time employed in the Company’s  
 ‘ service.’—If the Company is injured, it appears, from  
 hence, that it is not for want of laws, but for want of  
 the laws being executed.

point;

point; since it took place in spite of the reflections occasioned by the late resignation of one of the Directors, and of the repeated reproaches made to the Directors on account of their partiality. Abuses must indeed be inveterate, when they admit of no respite at a moment when prudence calls for it.

But were it possible to get over these different arguments, what are we to say to the comparative cheapness of the Swedish Company's navigation to the East-Indies, even since our ships have been constructed on modelsequally large with theirs? What are we to think of the Ostend Company, who possess ships of our own building, and employ officers and men of our own nation, and yet navigate 30 or 40 per cent. cheaper\*. Above all, what are we to think of the Americans, who find it answer to send,

\* See Mr. Brough's assertions on the subject hereafter cited.

among

among other things, deal timber to the East, and to import teas in long-boats. Let those be asked who have tried the experiment in these several cases, whether the difference of expence upon a comparison is not enormous.

Lastly, what conclusions are we to draw from the supineness of the Directors ; who have long heard complaints against their conduct, and have taken no step to ascertain the purity of it, by the establishment of measures which should take away not only the temptation, but the option of doing wrong ? The Directors, I say, who have received offers upon offers, for reducing the expences of the Company's marine, without listening effectually to any ? Would not men, anxious to do justice, examine the respective candidates for their service, face to face, upon such an occasion, when their offers differ so widely ? Was an offer, for example, like Mr. Brough's, to be past by  
with

with a partial and temporary notice, after the hints given by Mr. Baring, without any attempt to new-model it, and render it effectual for their service; especially when it came supported by such respectable circumstances, as capital, emulation, and the public voice.

I will venture to say, that the history of Commerce affords examples of few proposals like that of Mr. Brough, “to furnish the whole Indian fleet by contract.” It was in 1786, at the time of the passing of the Commutation-Act, when the Company required an encrease of tonnage for the encreased trade in tea opened to them on that occasion. I shall employ Mr. Brough’s own words in stating this memorable occurrence.

‘ In the importation of 30,000 tons, which is the whole  
 ‘ *annual* tonnage of the East-India Company \*, no less  
 ‘ than 150,000*l.* have been unnecessarily squandered away  
 ‘ yearly. And those who have been the causes of this prodigious waste, instead of preventing its encrease, have,  
 ‘ I hear lately, deliberated whether they should not add to

\* He computed the total annual amount of the freight at 800,000*l.*

' its excess 60,000*l.* per annum more, by imposing an  
 ' additional freight of 2*l.* per ton on every vessel. Strange  
 ' prevarication must be lurking somewhere! Since while  
 ' one set of men offer to diminish 150,000*l.* of the Com-  
 ' pany's yearly expences in freight, another think it neces-  
 ' sary to require an encrease of 60,000*l.* on the same ar-  
 ' ticle; and since the former, who will purchase every  
 ' kind of commodity necessary for their shipping, on the  
 ' most moderate terms, are rejected; while, by under-  
 ' hand collusions, the latter, though they require the  
 ' most immoderate sums for the same commodities, are  
 ' listened to, are encouraged, are employed in every voyage!  
 ' Are such practices to be admitted, under the sanction of  
 ' an exclusive charter, granted to *facilitate* a more copious  
 ' importation of commodities, and a more extensive distri-  
 ' bution of riches over the whole kingdom\*.

' I have offered to the Court of Directors to diminish  
 ' *about one-fifth of the present freight*; to *build eighty ships on*  
 ' *a less system* at my own expence; to import the whole  
 ' tonnage, in case the present Ship Owners should obsti-  
 ' nately refuse to lower their present rates; and to pro-  
 ' duce *good security* for the performance of the same. If  
 ' I have signified to them in one tender, that they will save  
 ' 150,000*l.* per annum, by accepting my offer; and I  
 ' have demonstrated, that the savings may shortly amount  
 ' to no less than 260,000*l.* by a plan which I have deli-  
 ' vered into them †.

' Other Companies import their goods, some at eight,  
 ' some at nine, some at ten pounds per ton cheaper than  
 ' our actual freight. Let us not say the extortion we la-  
 ' bour under is without remedy. By a tender which I  
 ' have already made, I stand pledged to the Company to  
 ' build them as many ships as they shall think proper to  
 ' demand, and to lower their freights at least 5*l.* per ton:  
 ' and many other gentlemen, both at London, and the se-  
 ' veral out-ports of the kingdom, will be glad to embark  
 ' in so patriotic an undertaking ‡.

\* See Mr. Brough, as above, p. 5.

† Ibidem, p. 7.

‡ Ibidem, p. 12 and 8.

‘ — The circumnavigations of the late Captain Cook, have plainly demonstrated that ships built in our ports will perform things as great, as the best ships ever built in any part of the world. The *Resolution*, *Discovery* and *Endeavour*, all built in the north, performed the longest voyages, and endured the most violent storms that any navigator ever had to encounter\*.

‘ There is an unauthorized, an *unchartered* monopoly, carried on by a body of men in this metropolis, who have intimately blended their own interests with the interests of some individuals of the Company; by whom, and from whom, they give and receive such powerful support, that the most vigorous efforts made by others to be admitted to a small share of their trade, have hitherto proved ineffectual. They build ships on what terms they please, and exact the most exorbitant freightage to the incredible loss of the East-India Company. — I must speak openly, I mean the Ship Builders and Ship Owners. Had their extortions been suppressed when they were laid before Parliament in the year 1772, their suppression would already have saved the Company upwards of a *million sterling*†.

‘ After leaving me two months in suspense for an answer to such honorable proposals, the Court of Directors on the 8th of February, 1786, had a conference with me. — They first declared, that whatever might pass at that conference, should not be looked upon as binding to either party; they declared, that they were not inclined to make an agreement for more than one voyage; they declared, that in case they came to any resolutions in favour of my offer, on the reduced terms of freight, they would employ a few of my ships; and after the first voyage, if the Company should engage other ships at less freight, they would insist upon me lowering mine; declaring, at the same time, that if they gave bigger freight to others, *they would not give it to me*. Surely proposals, so contrary to the nature of mercantile contracts, were never made by the representatives of any public body before.

Ibidem, p. 31.

† Ibidem, p. 32 and 33.

‘ Could I accept them on terms so unjust, invidious, and illiberal \*.

‘ Having obtained farther information from many of the out-ports of Great Britain, and warm protestations of their readiness to assist in this great reform, I ventured to propose a still more economical plan, which for some while I had been revolving in my mind †.”

Here Mr. Brough introduces his plan for saving 260,000 *l.* per annum in the freight of ships for India and China, by which he states, that ‘ the freight will be reduced to 18 *l.* per ton ;” besides which (he says) ‘ there will be other considerable sums of money saved in the demurrage, in the outward-bound surplus freight, and in the transporting of troops. &c.’

These propositions were neither trifling nor impracticable. I shall prove this not by calculations and details, for these would amount “ to a volume ;” but by the deliberate opinion of one of the most able and experienced men that has perhaps appeared at any time in the Court of Directors, I mean Mr. Francis Baring. I consider his

\* Ibidem, p. 42.

Ibidem, p. 43 and 44.

information as next to official, and shall therefore cite it on the subject of the Company's shipping, and of Mr. Brough's proposal for the reform of it, in his own words, as follows :—

‘ In following up this great concern (of the Commutation-Act,) for the purpose of securing the benefits of it permanently to this country, it will be expedient for the Company to change their system upon two material points, without which, they never can be able to import tea into Europe upon terms equally cheap with the foreign companies. The one is, to send silver to China.’ ‘ The other is, to reduce the freight from China; as this trade never can support the present high freight, so long as there shall be any competition with foreign nations.

‘ The remedy, with respect to the last point, is difficult; for, although it may be urged, that the Company *ought and can* employ those ships, the owners of which will accept of the lowest freight; yet there are circumstances which deserve attention and consideration, before the Company venture to depart from their *ancient usage*, under the faith of which very large capitals are employed. There cannot, however, be a doubt, but that very material alterations in this branch of the Company's affairs must take place; for whatever may be the disposition of the Company, to pay attention to the interests of a numerous and respectable body of men, who have rendered service to them in *times of difficulty*; yet the price which the Company now pay for the freight of their ships is so exorbitant, and the public at large are so much interested in the Company's welfare, as to preclude every idea of submitting to the present system.

‘ A proposal has lately been made, to build a sufficient number of ships for the service of the Company, and

and for which the owners will contract for four voyages, at five pounds per ton less than the Company at present pay; and, as the Company will employ at least 30,000 tons of shipping in each year, the saving would amount to no less than £.150,000 per ann.\*

It would swell this treatise to a *volume*, to discuss the subject in detail; but it must be evident, even from what has been stated, that the Directors never can discharge the duty which they owe to their constituents and to the public, unless they make a total reform in this department of the Company's affairs.

The quantity of shipping necessary for carrying on the Company's trade, is about 100,000 tons. Justice requires, that attention should be shewn to the Old Owners; but the change must be made *without delay*, and be pursued with that firmness and impartiality, which its magnitude and importance requires; in order to convince the proprietors and the public, that the object will, *within a reasonable time*, be finally accomplished.

At the outset of an arrangement of this nature, it is probable the saving will be moderate; but, whatever it may amount to, the whole must ultimately tend to reduce the prices at which the Company will *in future* offer this tea for sale; thereby rendering the gain to the public still more considerable than I have stated it; and, of course, more effectually than ever to deprive the smuggler and foreign companies of the only means which are now left them, for entering into a competition with the Company for the purpose of supplying our internal consumption.

Although the operation of the Commutation-Act has proved of very material advantage to the East-India Company, and has contributed in a great degree, to

\* Mr. Brough, remarking upon this allusion to the first of his two plans, says, "Mr. Baring mentions great savings to the Company, though he was then unacquainted with my ultimate plan of saving £260,000 per ann. Vide ut supra, p. 84."

‘ relieve them from the *difficulties* under which they laboured; it would be extremely culpable in the Directors, to rest contented with a temporary benefit, and not to use their best endeavours to improve and to secure the advantages so obtained to their constituents and to the country. They have accordingly exerted themselves for that purpose, but the Company have neither funds nor ships sufficient.

‘ The whole of the additional capital, which will be necessary to enable the East-India Company to execute the purposes of the late act, and to secure in a permanent manner, for the public and for herself, a continuance of those benefits which have already arisen, amounts to the enormous sum of £3,247,000, the greater part of which will be found in the growing prosperity of the Company.’\*

These passages from Mr. Baring’s pamphlet give room for several remarks; 1st. the Company have been, as is here plainly confessed, in an *antient usage* of not accepting the lowest terms of freight, though they could and ought to have done otherwise; 2d. the plunder from the Company has been so exorbitant as to preclude every idea of submitting to it, whether as regarding the Company or the public; 3d. the success of the Commutation-Act, depends

\* See “ *The Principles of the Commutation-Act established by Facts*, by Francis Baring, Esq. 3d Edition, 1768.” P. 49 to 53, and p. 56.

upon

upon a reform. 4. The only objection stated to the Company's *venturing* to depart from the antient usage, is the faith due to the old ship-owners, on account of the very large capitals employed by them in their shipping-line, and of the services rendered by them in times of difficulty.

To the last head only I shall say a few words, as the other articles speak for themselves.—Mr. Baring will forgive me, for not being of opinion that ancient usage is a motive for allowing those who have plundered much, from plundering more; for *they have had their reward*. They perfectly know too, that the whole system has depended upon *connivance*, and is always liable to be reformed at a moment's warning; that the very capitals at stake have been chiefly the fruit of their plunder; and that by opening the market to competition, no one proposes to shut out the old owners from continuing to employ these capitals in the Company's service, but merely to ~~p-~~vent

vent their employing them on more extravagant terms than is necessary.—As to the gradual reform recommended, gradual indeed it is. Since 1773, we have scarcely been able to mark its progress, so far as it is the work of the Company. Parliament and strangers have prompted the chief of the little that has been done. Much still remains to do; in which the Company seem so very far from being disposed to co-operate, that it almost appears from their correspondence with me, as if they were afraid *that strangers should tender to their own wrong*.—But the most striking part of the above citation is, where notice is taken of the *good faith* due by the Company to those *who serve them in times of difficulty*. The cases of the Tartar, Chapman, and Hartwell, which occurred in times of difficulty, and other cases to which I have had occasion to refer, are not very fortunate instances in proof of this delicacy of the Company. Nor are we to

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declaration

declaration of February 8, 1786,\* in which the Directors explain the principles on which they negotiate with persons tendering ships, — when not belonging to the old shipping interest. Nothing can be more evident, than that the case of Mr. Brough, merited an exercise of *good faith*, and even a permanent encouragement. He had acquired a sort of patent right, during a *reasonable time*, on account of his discovery and exertions; but, instead of it, he was told, that the Company would only treat with him for *one* voyage. and leave him open to competition as to any following voyages; declaring, at the same time, that if they gave higher freights to others, they would *not* give it to him.—In short, the system of *old bottoms* has been very properly disallowed in the concerns of the public, respecting LOANS and LOTTERY-TICKETS; and it is enough to destroy it respecting the Company's shipping, when it is observed, that the Company's system is properly that

of tendering,\* not only by their constitution, but even in their ostensible practice in former times.

I hope that these remarks will be received as they are designed; as I have very great respect for Mr. Baring, on various accounts. I am indeed of opinion, that, if he had spoken more explicitly, a strong combination would have been made to have prevented his re-election; though the confidence which the majority of the proprietors have in his abilities and integrity, and their sense of his services, seem too firmly rooted, to have allowed it any prospect of success. Mr. Baring has said enough to be understood; and, if a reform is not the consequence of his hints, the fault is not his.

\* The Court of Directors used constantly to advertise, during two or three months, for tenders of ships, every year, at a certain season; but, for several years past, this has been totally omitted, through economy I suppose, as it was needless to advertise, when they meant to take no ships at low freights.

As I trust that the reader will, by this time, have formed sufficient conclusions as to facts, I shall venture to propose the remedies necessary for producing a permanent reform of the grievances in question. It seems proper to proceed as follows for effecting it.

1. To make the tenders for supplying ships, according to the hint of Mr. Snodgrafs, both simple and specific; since complication gives shelter to improper bargains, and prevents the public from being judges afterwards of what has been done.

2. To let the period advertised for receiving the tenders be open, for one or two months; in order to allow sufficient time for adventurers to lay their plans properly, especially in the out-ports.

3. To break open the letters containing the tenders, publicly, on a given day, and  
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to read them in the presence of all the competitors; allowing each competitor to peruse the others tender; in order to prevent clandestine informations and alterations, and to tempt each competitor always to offer the lowest terms in the first instance.

4. To publish the particulars of the several tenders, both of those accepted, and of those rejected; as well with a view to put the public in possession of the means of judging, as to tempt the competitors to make lower offers on succeeding occasions.

5. To abolish the practice of amending tenders, as destructive of the principle of tendering. At least no tender should be amended without the same liberty being extended to each of the persons tendering, and the amended tender should be received with the same formalities as the original tenders.

## 6. Not to confine the owners of new ships in the choice of their captains,\* or

\* It is ordained, that if any new ship or ships shall be built or taken upon freight for the use of the Company, the command of such ship or ships shall be given to captains out of employ from their ships being worn out; and, if there shall be no captain in that predicament, then to officers properly qualified for a command under the established regulation of the service; such persons respectively being found, on enquiry, to have faithfully and honourably discharged their duty in their several stations; and the owners shall be restrained from removing any commander after he shall have been regularly appointed and confirmed without giving such reasons, for his removal, as shall be satisfactory to the Court of Directors. Vide 57th by-law.

To strengthen what is said above, I shall here add a list of the number of chief and second mates in the Company's employ, who have served during ten years and upwards, and who have not yet obtained the station of captains.

N <sup>o</sup> of Officers.	Years served.	N <sup>o</sup> of Officers.	Years served.
1	-	33	10
1	-	32	11
2	-	31	5
2	-	30	4
2	-	27	7
1	-	26	14
7	-	25	16
4	-	24	7
4	-	23	22
3	-	22	17
6	-	21	10

In all 156 Persons, some of whom were in the service of the Company before some of the present captains in it were born.

to take from them the power of displacing them when chosen ; since a proper controul cannot exist under such circumstances ; and it is well known, that many deserving officers never pass beyond the station of mates in the Company's service, merely because they cannot buy the command of an Indian, or prudently decline giving the exorbitant price at which they are sold.

In short, competition should pervade the whole service, if it is intended to encourage either merit or economy ; for it cannot be expected that men should volunteer the reform of the Company's affairs. This must be the result of the regulations subsisting on the part of the Company. For myself, I profess the principles of a merchant ; and am free to declare that in all my tenders I was regulated first by the market price, and afterwards by the price likely to be accepted when that was refused. The rest belonged to the Directors to arrange.

But

But, having made this confession, I must add, that my principles are not so *mercenary* as to lead me to contradict *truth*, or to form *cruel combinations* in order to *oppress a fair competitor*.

There are two other propositions which have been mentioned, as likely to conduce to the advantage of the Company, each of which deserves some little notice.—The one is, that of Mr. Snodgrafs, who has suggested the scheme of the Company's supplying their own ships, without having recourse to individuals. But, until the spirit of the Company's proceedings is altered, this will be found to be only exchanging one evil for another; and corruption will appear in the shape of ships tradesmen, &c. instead of ship-owners. The avowed want of capital of the Company, who ought to apply what they possess to their own peculiar objects, and avail themselves of the aid of individuals for the remainder, is another

ther objection of the first importance. The only consequences, indeed, that I can foresee from such a plan, are deeper embarrassments of the Company, and more frequent calls upon the public for pecuniary assistance or forbearance ; accompanied with a growth of the corrupt influence of a Company which is already enormous.

The second scheme, is that of Mr. Brough, for substituting small ships for the large ones, in the Company's service. I have some reason to suspect, that Mr. Brough was unacquainted with the ease with which large ships may be built at the out-ports ; a fact, which I claim some merit for having established. In any event, it appears, that Mr. Brough confined his views too much to the *first cost* of the shipping ; (for it is certain, that a given quantity of tonnage is to be built on easier terms in the shape of small, than of large ships :) but it did not enough occur to him

to calculate their comparative expence when employed upon service. It is now an agreed point, that local circumstances make it prudent to employ vessels of 650 tons in the Bengal trade only; but that to Bombay, Madras, and China, the size should extend from 800 to 1200 tons, for reasons given in another place. But whatever were the misapprehensions of Mr. Brough, there was sufficient merit in his proposals to have made them the subject of immediate negotiation; and with honest intentions on both sides, I have no doubt, after some variation made in the mode, that the projected saving would have been accomplished, through his means.

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I shall now conclude with a few words, as well respecting the motives in favor of a reform of the Company's marine, as respecting the parties to whom these motives apply.

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The Court of Directors in the first instance, as standing in the eye of the public, are responsible, at least with their characters, for what they do ; and, if the public voice turns against them, they will incur a still deeper responsibility ; to say nothing in such case, of the hazard attending their re-elections.

The Proprietors are more particularly concerned for their dividends, and for the price of their stock ; and as their charter is soon to undergo a parliamentary discussion, it behoves them to insist, that the Court of Directors do their duty *in time*.

The mercantile adventurers of this country have an evident advantage in throwing down the fence, which has hitherto protected the old shipping owners ; for there are many who would gladly join in making fair tenders before an impartial court, who

at present, refuse to pay servile attentions to predetermined judges.

As to the public, they are deeply interested in the suppression of smuggling, in the productiveness of taxes, and in the cheapness of commodities ; all which essentially depend on the Company's teas and other articles being imported on freights as low, as those paid by foreign companies and foreign individuals.

The public are likewise called upon in another view, to controul the Company's expences ; namely, as being a Competitor with them in the money-market ; to which we must add, that, when the Company's power of borrowing meets with a check, the public is always obliged to lend its aid to it, as to a real pauper.

To conclude, the public are sleeping partners, as the mercantile phrase is, with  
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the Company; so sleeping indeed, as ~~not~~ to have attended hitherto to their rights upon this occasion. But as every thing has its term, the public will no longer forget the necessity of reducing the wanton expences of the Company, in order to encrease the profits of it, when it reads the following clauses of an Act of Parliament, passed in the year, 1781.

“ And be it farther enacted by the authority aforesaid, that all the territorial acquisitions and revenues, lately obtained in the East Indies, shall remain in the possession of the United Company of Merchants of England trading to the East-Indies, for and during the term of the exclusive trade granted to the said United Company. And be it farther enacted by the authority aforesaid, that from and after the first day of March, 1781, for and during so long time as the said United Company, under the authority of this present act, shall be intitled to the whole, sole, and exclusive, trade and traffic in, to, and from, the East-Indies and places aforesaid; the whole clear profits arising from the said territorial acquisitions and revenues, after defraying the charges and expences attending the same, together with all the clear revenues and profits of the said Company, after providing for the current payments of interest and other outgoings, charges, and expences, of the said Company, shall from time to time, be disposed of and applied in manner following: (that is to say) it shall and may be lawful for the said United Company to set apart and retain in the first place, in each and every year, such sum as shall be equal to eight pounds per centum per annum upon the capital  
stock

*stock of the said United Company of 3,200,000 l; and, in case there shall remain a surplus of the said clear revenues and profits above the said sum of eight pounds per centum per annum so to be retained by the said United Company as aforesaid, three fourth parts of such surplus profits shall be set apart and applied for the use of the public, and the remaining fourth part thereof shall be reserved and retained by the said United Company for their own use. And be it further enacted by the authority aforesaid, that the surplus profits, appropriated to the public as aforesaid, shall be paid annually into the receipt of his Majesty's Exchequer, as herein-after-mentioned, and shall be there reserved for the disposition of Parliament.\**

That all the parties interested may know the amount in contest with the Old Shipping owners; we have only to recollect, that the Committee of the House of Commons, in 1773, computed the plunder from the Company, during the ten preceding years, as equal to the third part of above 5,000,000 l. or about 170,000 l. per ann. and if we carry on this computation, agreeable to an average of the estimates of Mr. Baring and Mr. Brough, we cannot suppose the joint loss to the public and the Company as less than 170,000 per annum for the nineteen years subsequent,\* reckoning one year with another. Now

\* See 21, Geo.III. c. 55, § 8, 9, and 10.

the amount of 170,000*l.* per annum, for the whole 29 years, without any reference to interest or compound interest, is 4,930,000*l.* —But if this annuity be placed for 29 years at 5 per cent. accumulating interest, or (which is the same thing) employed in paying off the debts bearing that interest during that period, it will amount to considerably more than ten millions sterling,\* a sum equal to the payment of a year's war

\* This is readily proved as follows, by means of the well-known fact, that money at 5 per cent doubles in 14 years and quadruples in 28 years, under the operation of compound interest. For if 3,400,000*l.* for instance, doubles in 14 years at 5 per cent, it is because 170,000*l.* which is its annual product or interest, upon being placed at compound interest, as fast as it arises, will accumulate to the sum of 3,400,000*l.* beyond the original principal. The amount of an annual loss of 170,000*l.* therefore, accumulating in like manner, will produce 3,400,000*l.* in the first fourteen years; and a similar amount will arise in the next fourteen years; to which must be added another similar amount, produced by the interest accumulating during the second period on the gains of the first period. But three times 3,400,000*l.* is equal to 10,200,000*l.* reckoning 28 years instead of 29 years, for the term of the Company's losses which is to be made the subject of computation.

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war expences for the British empire; or equal to the amount lately laid out in redeeming the national debt, joined to that provided for paying the expences of the ar-

Should it here be pleaded, contrary to truth, that 170,000*l.* is too high a calculation for the annual loss; it must be allowed on the other hand, that I have made no estimate for various et cæteras, and that 5 per cent. is prodigiously lower than the real rate of interest paid during the last 29 years by the company, in various shapes, to the average of its various creditors; and that the power of compound interest must be estimated higher in proportion to the encrease of the rate of interest. Had I taken in the 29th year, the amount would have swelled to 10,880,000*l.* by the addition of a year's interest, and the annual allowance of 170,000*l.* There is thus a large fund provided to allow for deductions.

I have said that the operation is the same, whether the amount of an annual saving of 170,000*l.* is placed out, or whether it is applied to the liquidation of debts bearing interest: and the fact is certainly so, but with this difference; namely that in the latter case no losses can arise from insolvent debtors.

An annuity thus appears, in its progress at compound interest, to keep pace with a corresponding principal sum in all its stages; if we deduct only the amount of the original principal sum from the compound amount of the latter.—By this simple rule, then, we may judge of the extent of the effect of the Company's needless expences in other respects.

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moment against Spain; and abundantly more than equal to the liquidation of the whole of the Company's debts, both at home and abroad.

I have stated the joint interest of the proprietors and the public in promoting a reform upon this occasion.—If neither party choose to attend to their interest, after the matter is thus brought before them, in a clear and simple manner, free from abstract calculations; I must use the freedom to suggest, that they are more to blame than the Old Shipping Owners, who have at least the merit of *taking care of themselves*.

I do not pretend to affirm, that parliament would have managed the Company's affairs better, or even equally well with the Company; but the Company may certainly profit by the aid of a few wholesome regulations, which in every view, it is to be hoped, will be the result of its own proceedings.

I have added a list of the number of ships and tonnage, employed in each year, from 1751 to 1772, and from thence to the present time ; by which the public will see, at one view, the amazing increase of the Company's freightage, and the consequence of a proper regulation of it to this country.

Account

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## A P P E N D I X ;

CONTAINING

The principal Documents alluded to in  
the preceding pages.

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*Tender of the Tartar to the Court of Directors, and Minutes of the Committee of Shipping, dated the 6th of September, 1780, accepting the said tender.*

To the Honourable Court of Directors of the United  
East-India Company.

London, 20 August, 1780.

Honourable Sirs,

**WE** the part-owners of the ship *Tartar*, built in Old France, only two years old last March, 500 tons builders measurement, capable of carrying 26 guns, men answerable, to be commanded by Capt. Edward Piott; (said ship is sheathed with copper, and is now on her voyage from Lisbon to London;) do tender the said ship for a  
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voyage to the East-Indies, on the same terms and conditions upon which you agree to take up the other ships for the season. The said ship is of dimensions capable of carrying near 600 tons, was completely fitted in Mr. Randall's Dock, and sailed from England in May last, and is presumed will, on her arrival, be fit for the immediate use of the Company.

We are,

Honourable Sirs,

Your most obedient, humble servants,

BENJAMIN KIDNEY,

JOHN SMITH and Son,

for EDWARD FIOTT, Commander,

JOHN FIOTT.

*Minute of a Committee of Shipping on the 6th of September, 1780, on the subject of the preceding tender.*

PURSUANT to a reference of the Court of the 30th ult. the Committee have considered the tender of the said ship Tartar, burthen 500 tons, to mount 26 guns, and to carry 80 men, sheathed with copper, French built, two years and a half old, to be commanded by Capt. Edward Fiott; and are of opinion, upon the said ship being repaired and fitted in a sufficient manner to the satisfaction of the Company's officers, it may, in the present scarcity of tonnage, be very proper to take her up for a voyage to India, upon the same terms and conditions, in all respects, as the other ships of this season; the owners being excluded, at all events, from any claim of building on her bottom, and the commander and officers subject to the orders of Court of the 30th of last month.

*Copy of the Letter of the 31st of August, 1784, to the Court of Directors, which was withdrawn, and replaced by another.*

To the Honourable Court of Directors of the United East-India Company.

Honourable Sirs,

THE owners and commander of the ship Tartar, in the service of the Honourable East-India Company, are conscious of having, in every respect, well deserved to be continued in the service; and having been now at home upwards of twelve months, and at each time since tendered their ship to your Honors, and been treated with by your Honors, and being the first arrival of the last August fleet, they are extremely concerned to find their said ship is not included in the list of ships now taken up. They beg leave to say, they conceive such treatment to be cruel in the highest degree; for, they assert, that there is no man of sense or honor that can say the immense expences they submitted to for the use and service of the Company, can have been compensated by the *one* voyage their ship has been employed. They therefore request your Honors will be pleased to give your reasons for rejecting their said ship; that, if they can be obviated on their part, they may do it.

We are conscious, that a very powerful interest is used by the shipping-owners, to prevent our ship from being continued in the service. We hope your Honours will direct yourselves of the prejudices in their favor, which we honestly confess we fear may have had some effect in your late determination. We trust, that, on fair and honest principles, no difference can or ought to be made between men who have expended their money in the service of the Company, whether it was in originally building a ship, or in fitting up ~~one~~ at an equal expence, in

time of necessity, for the Company's service. Each are equally entitled to be employed, in common justice and common honesty, to enable them to gain a compensation for the expences they have incurred. No distinction can be made, but through partial and self-interested motives. That the shipping-owners should endeavour to establish that distinction can therefore not be wondered at.

The behaviour of a generous public to the Company, in numerous late instances, we hope may not be ill applied to the case between the owners of the Tartar and your Honours. The Company expended immense sums in consequence of the war; the public have made many generous compensations to the Company. The owners of the Tartar have expended immense sums on this ship during the time of your necessity, and when you wanted their services: they now want your assistance, and only request to be continued in your service, to enable them to reimburse themselves the money they have expended in it. Not all the sophistry of reasoning can do away the common sense and common justice contained in this our simple request.

We therefore beg your Honours will again take our case into consideration, and we are confident that, upon the most just and honourable principles, you cannot fail of being unanimous in immediately appointing our ship Tartar to another voyage. We have the honour to remain,

Honourable Sirs,

Your most obedient, humble servant,

for the Owners, Commander, and Self,

(Signed) " JOHN FIOTT, Acting Owner

College-Hill,

31 August, 1784.

*Letter from the Court of Directors, accepting the tender of the Hartwell.*

Sir,

I AM directed to acquaint you, that the Court of Directors of the East-India Company have made the following resolution, viz.

That Mr. Fiott's tender for a new ship of 750 tons or upwards, builders measurement, be accepted, on condition that he have no claim to rebuild upon her bottom in case of loss, or after having performed her four voyages; and that she be afloat by the 15th of January, 1787.

I am, Sir,

Your most obedient,

East-India House,  
17 March, 1786.

Humble servant;

THOMAS MORTON,  
Secretary.

To John Fiott, Esq.

*Letter of the Court of Directors to John Fiott and George Lempriere, esq. charter-party-owners of the ship Hartwell, respecting the dismissal of Capt. Fiott and Mr. Charles Christie his chief-mate, and the suspension of Mr. Samuel Sturmer his second mate.*

Gentlemen,

IT is with much concern I am to acquaint you, that the Court of Directors of the East-India Company have resolved, that Captain Edward Fiott, commander of the late ship Hartwell, and Mr. Charles Christie his chief-mate, are unfit to be henceforward employed in the Company's

pany's service; and that Mr. Samuel Sturmer, the second mate, be suspended the Company's service.

I am, Gentlemen,

Your most obedient, humble servant,

East-India House,  
24 August, 1787.

THOMAS MORTON, Sec.

JOHN FIOTT, and } Owners of the  
GEORGE LEMPRIERE, Esqrs. } Hartwell.

*Letter to the Chairman of the Court of Directors, requesting leave to peruse, and have a copy of the examination of the officers of the Hartwell, and of Mr. Jackson's report of the loss of the ship.*

Sir,

CAPTAIN FIOTT, conscious that he has done his duty to the utmost of his power, is at a loss to account for the decision of the Honourable Court of Directors for his dismissal from their service, which decision was communicated to me by a letter from Mr. Secretary Morton.

Capt. Fiott wishes to know what it is he is charged with, and on what grounds he has incurred the displeasure of the Honourable Court of Directors.—He therefore has desired me to request the favor of a perusal and copy of the minutes and examinations of the officers of the Hartwell, together with the report which he understands has been delivered in by Mr. Jackson, his fourth mate.—I have applied to Mr. Coggan, who has referred me to you as Chairman of the Court of Directors, for an order before he can comply with my request.—I have  
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therefore to request the favor of your order for that purpose.

I have the honour to remain, with the greatest respect,

Sir,

Your most obedient, and

Most humble servant,

New Broad-Street,

6 Sept. 1787.

JOHN FIOTT,

Managing Owner of the late Hartwell.

To John Motteux, Esq. Chairman of the Honourable  
Court of Directors of the United East-India Company.

*Answer of the Court of Directors to the letter of the 6th of  
September, 1787, on behalf of Capt. Fiott, respecting the  
perusal and copies of the minutes of the Court and of  
Mr. Jackson's report, on the subject of the loss of the  
Hartwell.*

Sir,

**Y**OUR letter to the Chairman of the East-India Company, dated the 6th instant, requesting, on behalf of Captain Fiott, a perusal and copy of the minutes and examinations of the officers of the Hartwell, together with the report which he understands has been delivered in by Mr. Jackson, his fourth mate, was yesterday laid before the Court of Directors; and I have received their order to acquaint you, that they have resolved not to comply with the said request.

I am, Sir,

Your most obedient,

East-India House,

8-Sept. 1787.

Humble Servant,

W. RAMSAY,

Assistant-Secretary.

John Fiott, Esq.

*Minutes*

*Minutes of the Committee of Shipping, restoring Mr. Christie, chief mate of the Hartwell, to the Company's service.*

At a Committee of Shipping, on the 12th of Feb. 1789,

THE Committee having taken into consideration the reference of Court of the 19th of November last, on the petition of Mr. Charles Christie, chief mate of the Hartwell, praying to be again employed in the Company's service; and accompanying his petition with several certificates, conveying the approbation of the commanders with whom he sailed;—particularly his last commander Capt. Fiott, who certifies, that Mr. Christie, during the time he belonged to the Hartwell, as chief mate, “behaved himself like a seaman and an officer, and in every respect worthy of that and every other charge belonging to a ship.”

It appears, that the Court, on the 22d of August, 1787, agreed in opinion with this Committee in their report of the same date, that, for the reasons therein stated, Captain Fiott and Mr. Christie were unfit to be thenceforward employed in the Company's service;—but as this sentence did not positively imply a dismissal, or speak to the precise time they should remain under suspension, and as Captain Fiott's certificate removes, in a great degree, that share of reprehension which was before attached to the conduct of Mr. Christie; the committee now offer as their opinion, that Mr. Christie's suspension be discontinued; and that he may be permitted to be employed in the Company's service in the station of second mate for one voyage, before he is allowed to proceed in a higher station.

*Letter*

*Letter to the Court of Directors, with the tender of a new ship, in lieu of the Hartwell.*

To the Honourable the Court of Directors of the United East-India Company.

New Broad-Street, 22 July, 1789.

Honourable Sirs,

**I**N the year 1780, during the late war, I tendered to your Honours the ship Tartar, which was accepted of and fitted for your Honors' service, at an expence of upwards of seventeen thousand pounds.—The said ship returned in 1783, and delivered her cargo in equal good condition to any ship in the service. She was constantly after tendered to your Honors, for near three years, under a full expectation that she should be taken up again in your service.—On the arrival of Lord Macartney, in 1786, your Honors were pleased to apply to me to tender the Tartar; but the said ship had then been sold about two months. Your Honours, fully acquainted with the very great expence incurred in fitting her for the Company's service, and the great loss thereon from her having been permitted to go but one voyage, were pleased to accept of my tender to build a ship for four voyages in lieu of the Tartar.

The new ship, called the Hartwell, was compleated in about nine months; with this additional hardship, that in order to fulfil my contract with the Company in time, I was obliged to advance moneys, and became a creditor for near three thousand pounds with the builders, who failed.

The melancholy fate of the Hartwell, lost off Lonsavista, owing to the mutinous spirit, of the crew, is well known to your Honours.

I have now respectfully to request your Honours to grant me leave to build another ship for your service, in lieu of the said ship Hartwell, for four voyages, at 20*l.* per ton to China, and to other ports in proportion.

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I humbly

I humbly hope, that the same motives which induced your Honours to grant me leave to build the *Hartwell*, in lieu of the *Tartar*; will again induce your Honours to grant me the favor of building a new ship in lieu of the *Hartwell*.

I have the honour to be, with the greatest respect,

Honourable Sirs,

Your most obedient,

And very humble servant,

JOHN FIOTT

*Letter of the Company in answer to the tender for a new ship  
in lieu of the Hartwell.*

To John Fiott, Esq.

Sir,

THE Court of Directors of the East-India Company have thought it necessary to enter into an explanation of the terms on which they will receive new ships for the Company's service, and after having stated the particulars, it will then be left for you to determine whether you will abide by your former tender of 20*l.* per ton, or how far you may judge it expedient to alter the rate of freight.

It is therefore, in obedience to the Court's commands, that I am to acquaint you that the first objects of their consideration are, the preservation of the lives of the people, their comfortable accommodation in the passage, the ability of the ship to encounter heavy gales of wind in high latitudes, and to be prepared for defence in case of an attack from an enemy. It is upon those principles, that the Court will not allow the ships to receive more goods, homeward-bound, than can conveniently be stowed away.—And, in order to ascertain what part of the ship should be allotted for that purpose, the Court have, upon the maturest deliberation, resolved, that ships of 900 tons measurement and upwards shall be restrained  
from

from stowing goods any where but in the hold, and the under-mentioned parts of the lower deck, viz. from the stern to the after-part of the main-mast, and from the fore-part of the beam before the main hatchway to the fore-part of the beam before the fore-hatchway. Strong and-sufficient bulk-heads are to be erected at the after-part of the main-mast, the fore part of the main-hatchway, and from side to side at the fore-part of the fore-hatchway, leaving the fore-part open and the other three sides of the fore-hatchway trunked up. The cables are to be coiled in the space between the fore-part of the main-hatchway and the bulk-head abaft the main-mast.—Those parts of the lower deck, where goods are thus allowed to be stowed, must be dunnaged with billet-wood, or battens one inch and a half thick; and such other precautions taken, as the commander may think proper.

This resolution of the Court they desire to recommend to your particular attention, from an opinion, that you might possibly entertain an idea of being permitted to load the ship to the full extent of what she can bring.

The other points which I am directed to offer to your consideration are ;

That it will be farther required of the owners to let their ship upon freight to the Company on the terms stated in the enclosed draft of a charter-party, which, so far as can be done without the rate of freight being expressed, is drawn up for a ship of about 1200 tons burthen.

That the clause to prevent the sale of the command, or any other office in the ship, must most scrupulously be complied with; and, in addition thereto, it will be expected, that the owners enter into an engagement that they will not demand or receive from the commander or officers, any sum or sums of money for the freight of their private trade, or for any part thereof which they shall be allowed to carry out or bring home, under the usual regulations or indulgence of the Court of Directors.

That the owners do subscribe to abide by such of the Bye-Laws of the Company, which any ways respect the shipping employed in their service, or the commanders and officers belonging thereto; particularly that clause which directs, "that in case any ship or ships shall be built or taken up for freight, for the use of the Company, the command of such ship or ships shall be given to captains out of employ from their ships being worn out."

Also the clause, ordaining, "that the owners shall be restrained from removing any commander after he shall have been regularly appointed and confirmed, without giving such reasons for his removal, as shall be satisfactory to the Court of Directors."

That in all other respects, which are not stated in the charter-party, or bye-laws, the ship be taken up on the same conditions as other ships in the service.

And lastly, that the owners shall have no claim to build on the bottom after the ship shall be worn out or lost in the service. I am, Sir,

Your most obedient, humble servant,

East-India House,  
5 March, 1790.

THO. MORTON, Sec.

*Answer to the Letter of Thomas Morton, Esq. Secretary at the India-House, dated the 5th of March, 1790, respecting the tender for a new ship in lieu of the Hartwell.*

To Thomas Morton, Esq. Secretary to the Honourable the Court of Directors of the United East-India Company.

Sir,

I HAVE received the favor of the letter you wrote me the 5th instant, by order of the Court of Directors, in answer to my tender and application for leave to build a new ship in lieu of the Hartwell. I have duly considered the fundry clauses under which you inform me the Honourable

able Court of Directors are willing to give me leave to build a new ship.

Finding them conformable to those of my late agreement for the *Hartwell*, save and except the rate of freight per ton, and such other regulations as have been made and agreed upon generally for all other ships taken up for the service of the Company, I agree to them; and abide by my former tender of twenty pounds per ton to China direct; and will conform to the Bye-laws and conditions, as for other ships in the service, with this explanation; and make choice of a commander for such new ship as I shall build, from such commander as may be unemployed, or such other officers in your Honors service, as are deemed qualified to have such command.

Lastly, as to owners having no claim to build on the bottom after the ship shall be worn out, or lost in the service; I do disclaim the idea of any actual right to build on the bottom of any ship; not conceiving myself thereby precluded from making application to any future Court, for leave to build hereafter, if they shall think that I have, by my attention and zeal for their service, or by any other consideration, merited it at their hands; as in the instance of my present application to the Honorable Court of Directors.

I have the honour to be very sincerely,

Sir,

Your most obedient,

And very humble servant,

Fenchurch-Street,  
10 March, 1790.

JOHN FIOTT.

To Thomas Morton, Esq. Secretary to the Honorable Court of Directors of the United East-India Company.

*Letter to the Court of Directors, requesting their reasons for refusal of leave to build, after their own terms had been accepted.*

To the Honorable Court of Directors of the United East-India Company.

Honorable Sirs,

**I** HAD the honour of writing to you on the 22d of July, 1789, making a tender of a ship for your service, in lieu of the Hartwell. Your Honors were pleased, by the letter of your Secretary, dated the 5th of March last, to accept that tender, in case of my agreeing to certain conditions.—On the 10th of the same month I expressed, by letter to your Secretary, my assent to those conditions.—After a long interval, urged by the lateness of the season, I took the liberty to address your Honors on the 2d inst. requesting you would be pleased to grant me your formal letter of permission to build, that I might have time to fulfil my contract to your Honors' satisfaction.—To my utter astonishment, on the same day, your Secretary informed me by letter in answer, that your Honors had resolved not to comply with my request.

I beg leave to represent to your Honours, that, independent of the cruel disappointment, and the actual inconvenience I am put to by this step, I feel my character called in question; and as no reason is given for this sudden refusal, on the part of your Honors, I have to request that the same may now be stated to me; that I may have an opportunity of explaining circumstances, or justifying my character, according to the nature of your Honors objection.

I shall not at present touch upon the foundation of my pretensions to the favorable notice of your Honors, hoping that some accidental misunderstanding may have intervened,

tervened, which it is but a necessary act of justice towards me, that I should be made acquainted with, as soon as possible ; since the correspondence which has passed cannot but be considered as conclusive on the part of your Honors, and only to be set aside by some supposed improper conduct on my part ; which I must beg permission to insist upon, as proper to be made known to me.

Shocked at the unexpected rejection of my proposals, (which confiding in the honour, justice, and liberality of your Honors, I had conceived to be an event utterly impossible), I have for some time been unable to persuade myself to take the necessary measures upon this occasion ; but my surprise having since given way to other feelings, and the unanimous advice of the friends on whom I most rely, concurring, I must request the favour of an immediate attention to my case on the part of your Honors.

Conceiving myself interested, as well in honor as by every other tie, to bring the matter to an immediate issue, I beg leave once more to refer myself to the decision of your Honors ; relying upon your disposition and ability to do me justice ; and trusting that you will do me the favour to take my case, without delay, into your Honors reconsideration.

I have the honor to remain, with the greatest respect,

Honourable Sirs,

Your most obedient,

Humble servant,

Fenchurch Street  
30 June, 1790.

JOHN FIOTT.

*Farther*

*Farther letter to the Court of Directors, on the subject of their refusal of leave to build a ship in lieu of the Hartwell..*

To the Honourable the Court of Directors of the United East-India Company.

Honourable Sirs,

I HAD the honour of addressing you a letter on the 30th of June, respecting an application for leave to build a ship for the Company's service, in lieu of the Hartwell. I am still without the favour of an answer. I beg leave to express my earnest wishes for one, and that, in the mean time, your Honours will permit me to revive the nature of my application in the memories of your Honours, by the following short remarks:

When the Company was in much distress for shipping for their service, in the year 1780, at an expence of upwards of 17,000*l*. I fitted out the Tartar; and, contrary to the expectations held out to me at her outfit, she was refused to be continued in the service, after her first voyage; by which the Court of Directors subjected me to a very considerable loss.

This case appearing to the Court in its proper light in 1785, they unanimously allowed me to build the Hartwell, in lieu of the Tartar, as a compensation for the great loss to which I had thus been subjected.

Unhappily the Hartwell (under an officer, whose conduct had obtained the previous approbation of the Company) was wrecked on her first voyage, in a situation where the charts sanctioned by the Company pointed out no danger, and where the great Captain Cook on his last voyage was nearly lost himself. The Hartwell therefore, it is evident, has furnished no compensation for the Tartar:—such compensation still remains to be given.

It having been rumoured, that my case is deemed to come under an inference to be drawn from the 54th bye-law of the Company, made the 17th of June, 1788, I beg leave to remark, that this law, even supposing it to operate

rate against innocent owners, is posterior in date to my case, the *Hartwell* being lost in May, 1787; and, even were the law not *ex post facto*, in its operation towards me, the idea of compensation for the Tartar will still remain in my favor.

The Court having, in March last, acquiesced in my tender of a ship, under certain additional conditions which they were pleased to subjoin, I beg permission here again to signify my continued adherence to that agreement.

I beg leave to close this simple recital of facts, which prove mine to be a peculiar case, and meriting particular attention, with repeating my earnest wishes for the favor of an early answer; previous to which I presume to hope, that the above circumstances will meet with their proper consideration.

I have the honour to be,

Honourable Sirs,

Your respectful and

very humble servant,

Fenchurch-Street,  
10 August, 1790.

JOHN FIOTT.

P. S. The following is the incident respecting Captain Cook, to which my letter alludes:—It is related in the 3d chapter of the first volume of his 3rd voyage, page 29 and 30. “At nine o’clock in the evening, on the 10th of August, we saw the island of Bonavista, bearing south, distant little more than a league, though at that time we thought ourselves *much* farther off; *but this proved a mistake*. For after hauling to the eastward till 12 o’clock, to clear the sunken rocks that lie about a league from the south-east point of the island, we found ourselves at that time close upon them, and did but just weather the breakers. Our situation for a few minutes was very alarming. I did not choose to sound, as that might  
C “ have

"have heightened the danger, without any possibility of lessening it."

Had Captain Cook, with his exertions for that purpose, gone a little more to the eastward, to avoid the rocks which he saw, and which are the same with those laid in the Charts sanctioned by the Company, he would have fallen in with the rocks on which the *Hartwell* unfortunately was wrecked, and which are not laid down in those charts.—The same misfortune would have happened to him, had his original course been only about a league more to the eastward, (which course, it is plain, *he* would have deemed no mistake).

Captain Cook, at the end of the same chapter, under the head of nautical remarks, gives an account of the uncertainty of the currents in those parts, and the errors into which it may lead the most expert mariners.

*Particulars respecting Captain Fiott; and also, respecting the situation of the island of Bonavista, and the navigation of the sea in its neighbourhood.*

I HAVE already stated the cause of the owners of the *Tartar* and *Hartwell* to be distinct from that of Captain Fiott; but as a brother, I shall be pardoned by an indulgent public, if I consider them as sufficiently connected to add the following observations, especially as they illustrate the conduct of some of the leading men in shipping-affairs amongst the Directors.

The judges of Captain Fiott sentenced him, without allowing him the liberty of cross-examining his accusers, or even informing him who they were; or of what he is accused; and without suffering his employers to be privy to what

what had passed. Notoriety on these occasions is necessary to keep the witnesses in awe, as well as to impress awe upon the judges, and a like awe upon any who may be disposed to repeat the crime in question, if a natural error can be called a crime.—Secrecy can only be requisite as an act of protection in favor of the accused; but the accused is here the person who solicits and requires the judges to make their proceedings public. As Courts of justice in this country are ordered to be open, if the Court of Directors when sitting in formal judgment, order this Court to be shut, it is too natural to conclude, that it is because theirs is *not* a Court of Justice.

To complete the measure of this unkind treatment, when the Court afterwards sent out a vessel to the Island of Bonavista, to recover, by means of diving machines, some of their lost property, (a measure which has been attended with much success, greatly to the honor of the very ingenious and spirited Messrs. Braithwaites,) I was refused leave of admission on-board of it, for a gentleman on the part of the owners of the Hartwell and Captain Fiott, who would have assisted in the recovery of *their* lost property, as well as in verifying facts and checking falsehoods and misrepresentations. At the same time, the Court of Directors gave the command, or chief-agency of the expedition, to the supposed *chief accuser*; a young man barely of age, who was the fourth mate, and who was himself open to accusation for irregularities under Captain Fiott. This person was preferred to Mr. Robert Dagley, the purser of the Hartwell, a gentleman universally esteemed in the service, for his integrity and great abilities; who offered himself to the Company on this occasion, and in whom the owners and commander could place full confidence.

This rigor on the part of the Directors merits notice the more, as the profligacy and low conduct used by certain persons on this occasion, has proceeded so far, that Captain Fiott, who left the place in an open boat with a number of the officers and crew of the ship, was accused, (in a certain paper brought from Bonavista by Mr. Jackson, on his return from his first expedition, and delivered

by him to the Court of Directors) of embezzling *branches of coral and bunches of coral beads* saved from the wreck.—Captain Fiott being then in Jersey, I was called upon by order of the Court, to supply information on this subject; which I did to their full satisfaction; the whole of what little was saved having been delivered to me by Captain Fiott and Mr. Dagley, who gave me an account of it in writing immediately on their arrival, conformable to which I settled with the proprietors.—It was enough to bring Captain Fiott's judgment into question, and to make his fortune, and that of his owners, the sport of intrigue; but it is impossible to pass over in silence this attack upon his honor and his integrity.

Great as my indignation is upon this occasion, I shall, however, only observe, that Captain Fiott has been educated in the navy and merchant-service; that he has always been esteemed for his good intentions; that, though not rich, he lives upon his patrimony in sufficient independence, not to be subdued by baubles, such as he was charged with having secreted; that the Court of Directors (upon the most minute enquiry and examination) had given him a flattering reception and approbation, when he was presented to them as a captain proper to command the Tartar, and again in the case of the Hartwell; and lastly, that they have continued to retain favorable impressions of his integrity subsequent to the period of the charge in question, since when they restored his chief-mate Mr. Christie to their service, after being some time under suspension, it was chiefly in reliance upon the good faith of Captain Fiott, who had given attestation in his behalf.—I shall only add, that should calumny revive this, or forge any other new charge respecting the loss of the Hartwell against my brother's character, due means will be taken to oppose truth to falsehood, and enquiry to concealment; and to render the whole as public as the injury which may be intended to him.

A regard

A regard to the safety of navigators and of commerce, leads me to conclude this publication, which, in other respects, is not a very willing one on my part, with the following nautical or geographical remarks.

**C**APTAIN Cook, in his last voyage, lays down the northernmost point of Bonavista in  $16^{\circ} 17'$  N. latitude, \* which is also stated to be its latitude by Mr. Bayley, the astronomer, who accompanied him.—On the other hand, the Company's charts lay it down in about  $16^{\circ} 7'$ , which I am inclined to think to be nearer the truth; especially as the text of Capt. Cook's Voyages is said to be, in some respects, at variance with his charts. My brother, having lost his instruments, could make no proper observations on the shore.

With regard to the rocks, my brother's intelligence may be more depended upon. He says, that the particular rocks on which he met his fate, were about three leagues distant from the shore; which may approach the truth, with respect to the part of the shore for which he first bent his course from the wreck. But Mr. J. Braithwaite, having, by means of a base measured on the shore, taken the distance of an intermediate point, and computed the remainder of the distance to these rocks, supposes them to be  $5\frac{1}{2}$  miles distant from the precise part of the shore which is nearest to them. They may nevertheless extend still farther out to sea than this distance, especially with breaks in them; which will appear the more probable to any one, who reads what is written respecting the Bonnet shoal, on the side of one of the Company's charts. The charts themselves, (which lay down the island in two places,) make the extent from the shore as no where exceeding one league. In like manner Captain Cook speaks only

the distance of *one* league. Mr. White's account in his voyage to Botany-Bay, from his not having had a distinct view of the land, is scarcely to be relied upon, when he says that he was only *two miles* from the shore, while he sailed without the rocks which so much endangered Captain Cook.

The accident to the Hartwell, it is said, has made subsequent navigators more cautious of approaching this island, especially on the eastern side. The Swedes are, in general, understood to be fond of obtaining soundings on the Pragas shoal, though so far to the eastward; which may be adviseable on that side, so long as the present uncertainties on this subject remain.

I am happy, in the mean time, to be able to give the intelligence contained in the following copy of a letter which I have received from Mr. J. Braithwaite, one of the gentlemen whose name I have been happy to mention above; and from whom, or from his brother, I hope the public will soon be favored with more precise instruction on this subject.

## ( COPY. )

‘ Sir,

‘ **D**OUBTS having occurred as to the latitude of the north end of the island of Bonavista, and as to the distance to which the reefs of rocks extend on the eastward of that island, I am very ready to give you ~~any~~ information on the subject, as far as I can do it, without reference to my papers.

‘ The harbour in this island, called English Road, we found, agreeable to Mr. Hamilton Moore's account, to be  $16^{\circ} 5'$  north latitude; and the north point of the island is possibly two miles north of that, or  $16^{\circ} 7'$ .

‘ The reefs of rocks, or rather the shoals, extend eastward to a considerable distance, with intervals in them; and in many other parts there are sunken rocks or shoals. I have seen no charts which are accurate in this respect. The Bull-Dog Sloop of War was near being lost in

‘ 1788,

‘ 1788, on the west side of the island, between Portuguese Road and English Road, from sunken rocks, or shoals; being obliged to haul about with less than three fathom water, when in stays.

‘ Where the Hartwell Indiaman was lost, I compute to have been near two leagues from the nearest point of the shore. In bad weather, there are breakers there; but in fine weather it is smooth, and vessels may pass, not drawing too much water.—There is an island or quay about a league from the shore to the eastward, and another about a mile from the shore more to the southward, but which I do not see laid down in the charts.—Ships cannot well pass within a league of the eastern shore of the island; but without that distance there are various channels, but some, as I have said, are safe only in good weather.

‘ I do not think it safe to come within three leagues of the island, except to the south-west, and at the entrance into English Road, unless with vessels drawing little water or that are well acquainted with the place.—They may pass and escape, but it is what should be avoided, especially with deep ships and in bad weather.

‘ There are rocks that lie four or five leagues distant on the south-west side, called Juan Littons, or John Litton’s rocks, which appear above water.

‘ I am, Sir,

Your most obedient,

‘ Humble servant,

‘ London,

‘ March 18, 1791.

‘ J. BRAITHWAITE.’

‘ To John Fiott, Esq.’

