# STATE

OF THE

# DEMANDS

OF

JOHAN ADAM SCHEIDER, HERM. HANTMAN, JOHAN SIMON SCHEMELTZ, JOHAN GEORGE KEILLING, JOHAN HAENES, DIET. QUINTIN, MOSES APT, CALOMON LEVI, FALCK ISRAEL, and JACOB MEYER,

*Inhabitants of the Country of HESSE,*

UPON THE

CROWN of GREAT-BRITAIN,

FOR

Forage delivered to the Britiſh Combined Army, during the late War in Germany.

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# Advertiſement.

*THE particulars of the following accounts, with the vouchers, by which they are ſupported, are not inſerted in this State, to avoid extending it to an improper length; but are all ready to be produced, when called for.*



## State of the Demands, &c.

ON the Combined Army's entering the country of Heſſe-Caſſel in the year 1759, Mr. Gottſchalcke, Counſellor of War to his moſt Serene Highneſs the Landt-Grave, delivered a memorial, dated September the 14th, 1759, to Mr. Intendant General Hunter, deſiring to know what aſſurance of payment, and at what rate, the inhabitants of the country ſhould have for the forage required from them for the uſe of the ſaid army.

To this memorial Mr. Hunter returned the following anſwer, dated at Marbourg on the the 16th of the ſame month.

— "In anſwer to the memorial of Coun-
" ſellor Gottſchalcke, dated the 14th inſtant,
" the preſent ſerves to aſſure him, that the
" payment of forage delivered by the ſub-
" jects of his moſt Serene Highneſs, the Landt-
" grave of Heſſe-Caſſel, ſhall be ordered, on pre-
" ſentation of the accounts with the vouchers.

" In regard to the price of ſuch forage, the " Intendant-General is perſuaded, that the in- " habitants will be ſatisfied with 8MG. for the " ration of oats, 4½MG. for the ration of hay, " and 1½MG. for the ration of ſtraw, or 14MG. " for the compleat ration; a price which the " contractors are contented with, notwithſtand- " ing the expences they are obliged to bear."

Confiding in this aſſurance, the inhabitants of the ſaid country delivered their forage, on all occaſions, and with the greateſt readineſs, into the magazines, and to the troops of the King's army, for which moſt of them received payment, as promiſed.

At the end of the war, the ſeveral claimants of this demand, brought the receipts which had been given to them for forage thus delivered, and which their conſtant engagement in the ſervice of the army had prevented their bringing before to the office of Controul, at Hanover, where they lay till the order was iſſued for bringing all demands, on account of the war, to London, to be liquidated by Commiſſioners appointed for that purpoſe, when they were brought over by Mr. Com. Leigh, among the other papers lying in his office, and given in to the ſaid Commiſſioners, annexed to the accounts of the cities of Treffurth, and Naumburg, which had alſo been brought over by him, the near approach of the expiration of the time limited for giving in demands not permitting the



the Agent to make a particular account of theſe receipts which had been given in by the proprietors at Hanover, unmade up.

On ſuch of theſe receipts as had been annexed to the account of the city of Treffurth (thoſe annexed to the account of the city of Naumburg were never taken into conſideration, that city being in an enemy's country) the Commiſſioners reported to the Lords of the Treaſury, on the 22d of June 1764,

— " That, as the deliveries for which they " had been given, were not made within the " territories of the ſaid city, by whoſe deputy " they were ſollicited; and as the reſemblance " between the name of Col. Riedeſel ſigned " to part of them, with his true and genuine " ſignature to be ſeen in a contract or compo- " ſition made between him and Col. Pownal, " was not ſuch as ought to paſs theſe receipts, " they ought not to be paid, &c."

The Agent, on this report, applied to Col. Riedeſel, about the objection made to his ſignature on ſome of the receipts, who directly gave an expreſs atteſtation of their authenticity, which the Agent laid before the Commiſſioners, and at the ſame time accounted for the demand's not having been given in by the Deputy of the country, and of its appearing to be ſollicited by the Agent of the cities of Treffurth and Naumburg, by informing them of the circumſtances of

of its having been brought over among the papers lying in the office of Controul at Hanover, at the closing of that office, which had prevented its being delivered to the Deputy there; and being afterwards annexed to the accounts of the said cities, by the Agent, for want of time to make it up separately, as herein before set forth.

Persuaded that this account must remove every rational objection, the Agent frequently sollicited to have this demand liquidated; till wearied with fruitless applications, he at length presented a memorial to the Lords of the Treasury setting forth the circumstances of the affair, and praying their Lordships interposition; which memorial was refered to the Commissioners, on the 18th of September 1765, who on the 5th of November following reported again to their Lordships, in general terms, and without entering in the least into the purport of the memorial, or the state and circumstances of the demand, " that it ought not to be " paid."

The injustice of this report is most evident. The particular objection made to the receipts signed by Col. Riedesel was totally removed by his attestation of them; as is also the general one made to the whole demand (or rather to so much of it as was taken into any consideration) of " its not being sollicited by the Deputy of the " country," not only by the account here given of the



the occasion of that circumstance, and the indisputable right which every man has of appointing his own Agent; a right which no rule made arbitrarily, and without notice, can take away; but also by that very rule, as laid down by the Lords of the Treasury, in Mr. Whately's letter, the words of which are, " that no de- " mands for country-deliveries, founded on " receipts, should be allowed, unless they were " originally presented, and are now sollicited " *either* by the Agent of the state or country " in which those deliveries were made, *or by* " *the Agent of the original proprietor of the fo-* " *rage, for which the receipt was given.*"— These receipts having been *originally presented* to the Control at Hanover, by the *proprietors themselves* of the forage for which they were given, and *sollicited* in London *by the Agent of the said original proprietors*, properly impowered for that purpose. And that the Commissioners themselves were conscious of this is evident, from their Secretary's expressly stiling these receipts *suspended* (not *rejected*) in the specification of them, which he gave to the Agent, when he returned them; as several accounts (which can be instanced) sollicited with powers much less authentic, had been admitted.

As the reasons, therefore, given for rejecting, or even suspending this demand, are shewn to be without foundation, the claimants have an indisputably just right to payment of them, amounting to 9552DUC. : 2RD. : 3MG.

# STATE

OF THE

# DEMANDS

OF SUNDRY INHABITANTS

Of the Country of WESTPHALIA

UPON THE

CROWN of GREAT-BRITAIN,

FOR

Forage delivered to the Troops of the British Combined Army, from the 26th of September 1760, to the 20th of January 1761, inclusive.

THE reason of having separate accounts of deliveries made in the same countries, and within the same time, has been sufficiently explained in various instances.

In the course of transactions of this kind, sundry inhabitants of the country of Westphalia presented to the Control at Hanover the receipts which had been given them by the British troops, for forage delivered from the 26th of September 1760, to the 20th of Janu-

ary 1761, inclusive; but before the Commissaries had time to examine them, the Offices were closed in Germany, and the order issued for bringing all demands on account of the war, to be liquidated by Commissioners in London.

In consequence of this order, the said receipts were laid before the Commissioners, within the time prescribed; who, on the 5th of November 1765, made the following report thereon:

— "The account of Mr. John Guerin (Agent for this demand) "part of class N° 8, "being a demand for country deliveries of forage to his Majesty's allied army, in Germany, amounting to 883DUC.: 33MG. the property of which, we apprehend, is not sufficiently ascertained; that is, the property in "the present claimant is not derived from the "State or Government of the country in which "the deliveries were made, in consequence of "publications issued by such Government for "the purpose of collecting forage-receipts given "by the troops of the allied army to their subjects, upon general orders, and regulations; neither is the property proved to be with the "original proprietors of that forage for which "the receipts were given: we beg leave to acquaint



"quaint you that, having laid this information "before their Lordships, in our report of the "1st of June last, in order to receive their directions relative to forage-receipts under this "predicament, their Lordships, by Mr. Whately's letter of the 7th of said Month, were "pleased, in consideration of the many frauds "committed with regard to such receipts, to "acquaint us, that they were of opinion, that "no demands for country deliveries, founded "on such receipts, should be allowed, *unless "they were originally presented, and are now solicited either by the agent of the state or country in which these deliveries were made*, or "*by the agent of the original proprietor "of the forage for which the receipt was "given*, we therefore, in obedience to their "Lordships said orders, do report, that the said "demand, amounting, as above, to 883DUC.: "3MG. ought not to be paid."

Without wasting time to remark upon the almost inexplicable perplexity of this report, which requires a comment to make it intelligible, it is sufficient to say, that it is totally inapplicable to this demand.

The receipts were presented to the Control at Hanover, by the agent of the original proprietors of the forage, for which they were given,

given, to whom the ſaid proprietors gave full and proper powers for that purpoſe, as payment was afterwards ſollicited by him in London, in virtue of the ſaid powers. Such inattention requires no remark. That this report proceeded from inattention is further proved by the alteration of the amount of the demand, which was given in, 833DUC. : 33MG. but reported by them to be 883DUC. : 33MG.

As the reaſon therefore given for rejecting this demand is manifeſtly inapplicable to it, the claimants have an indiſputably juſt right to payment of the amount, being 833DUC.: 33MG.



# STATE
OF THE
# DEMANDS
OF THE
## Inhabitants of the Pruſſian County of RHEDA,
UPON THE
## CROWN of GREAT-BRITAIN,
FOR

Deliveries of Bread, Forage, and Wood, &c. made to the Troops of the Britiſh Combined Army, in and from the Month of February 1762, to the Month of January 1763.

THE large demands made for all kinds of neceſſaries, for the uſe and ſervice of the Britiſh Combined Army, upon the ſeveral countries which were the ſeat of the war, are too well known to require a particular deſcription here.

The inhabitants of his Pruſſian Majeſty's county of Rheda ſent the receipts, which they

 had

had obtained for the deliveries made by them, to be laid before the Control at Hanover, where they were examined and allowed by Mr. Commiſſary Dyer, and certified by Mr. Commiſſary Leigh, whoſe certificate was preſented to Commiſſary Sir James Cockburne, in order to obtain his warrant for payment: but he, for reaſons known only to himſelf, for he never thought proper to declare them, refuſed to grant a warrant for the whole; but ſent them back to the Control, where a new certificate was made upon part of them, for which he granted his warrant, and payment was accordingly obtained.

On cloſing the offices in Germany, the reſidue of theſe receipts, thus left unpaid, was returned to the proprietors, by whom they were ſent over to London, to be laid before the Commiſſioners appointed to liquidate the German demands, with proper powers to ſollicit payment of them, and accordingly given in at the office of the ſaid Commiſſioners, who, on the 12th of December 1765, reported to the Lords of the Treaſury,

— " That no authority appeared for part " of this demand; nor had Mr. Roſs (the " Agent) produced any powers from the " county of Rheda, or from the original " pro-



" proprietors; wherefore they were of opi- " nion, that this account was under theſame " predicament with the accounts of claſs " N° 8, rejected on the 5th of November 1765, " to which they refered, and ought not to be " paid." *(See the report at length, Page 18, here Immediately preceding.)*

The injuſtice of this report is moſt evident. All the receipts are ſupported by the expreſs authority of Sir James Cockburne's letter to Mr. Com. Fraſer, dated at Hildeſheim, April 22, 1762, in which he appointed " the deli- " veries of the Rheda-country (by name) to be " paid at the rate of 12MG. in gold, for the " compleat ration; the bread at 1½MG. for " the portion; and the wood at 4RD. for the " clafter; which price he ſaid he was the " more induced to accord, *knowing the dear- " neſs and ſcarcity in that neighbourhood, and " their readineſs to ſerve the army;*" and were all allowed by Mr. Commiſſary Dyer in Germany. As the Commiſſioners, therefore, have not thought proper to ſpecify what part of theſe receipts were without authority (becauſe indeed they could not ſpecify any ſuch part!) this objection is manifeſtly unjuſt.

As to the other reaſon refered to, viz. " that " no demand for country-deliveries, founded " on

" on ſuch receipts, ſhould be allowed, unleſs " they were originally preſented, and are now " ſollicited *either* by the Agent of the ſtate, or " country in which theſe deliveries were made, " *or by the Agent of the original proprietor* of " the forage, for which the receipt was given," &c.—it evidently is inapplicable to this demand.

Theſe receipts were *originally preſented* to the control at Hanover, *by the proprietors* themſelves, of the forage, for which they were given, and afterwards *ſollicited* in London, *by their Agent*, appointed with proper powers for that purpoſe.

As the reaſons therefore given for the rejection of this demand are evidently inapplicable to the caſe, and unjuſt in themſelves, the claimants have an indiſputable right to payment of it, amounting to 5765RD. : 2MG. : 4PF.



# STATE
OF THE
# DEMANDS
OF
## SUNDRY INHABITANTS
OF THE

Bailiwicks of FRANKENBERG and HEINA, MARBURG, SCHWARGENBORN and DRENDEHLBURG, RAUSHENBERG, KIRCHHAYN and ROSENTHAL, WETTER, ZIEGENHAGEN, BORKEN, HOMBERG and GUDENSBERG, in the Country of *HESSE-CASSEL*,

UPON THE

## CROWN of GREAT-BRITAIN,

For Forage delivered to the Troops of the Britiſh Combined Army, during the late War in Germany.

IN conſequence of Mr. Intendant General Hunter's anſwer, of the 16th of September 1759, to Counſellor Gottſhalcke's memorial of the ſame month, by which payment was promiſed for all deliveries made to the troops

of the Britiſh Combined Army; *(ſee p. 3, here immediately preceding)* the inhabitants of the country of Heſſe-Caſſel delivered their forage to the ſaid troops, upon all occaſions, and with the greateſt readineſs.

The ſeveral accounts of the deliveries for which payment is here demanded, with the vouchers of them, were ſent to Hanover, by an Agent properly impowered by the proprietors of the ſaid forage to ſettle and receive payment of them at the end of the war; as ſoon as they obtained ſufficient reſpite from the ſufferings of their harraſſed country to make them up; but juſt on his arrival there the offices were cloſed; and the order iſſued for bringing all demands on account of the war to be laid before Commiſſioners in London; upon receiving information of which the proprietors directed their Agent to give their accounts to Mr. G. Sommers of Hanover, to whom they ſent full powers to ſend them to London, and there ſollicit, or depute a proper perſon to ſollicit payment of them; by virtue of which powers the ſaid Mr. Sommers ſent them to Mr. Beckholtz, with a proper deputation to ſollicit them, who employed Mr. Fredericks and Mr. Seyffert, as better acquainted with buſineſs of the kind, to give them in at the office of the ſaid Commiſſioners, together with ſome other accounts ſent to him at the ſame time; by which means they were, through miſtake, entered in the names of the ſaid Fredericks and Seyffert. —Theſe



—Theſe accounts amount to 9990 DUC. : 2 RD. 16 MG.

Another account, delivered in at the ſame time, and by the ſame perſons with the preceding, is " For forage delivered by the inha- " bitants of the country of Heſſe-Darmſtadt " to the troops of the Britiſh Combined Army, " during the late war in Germany."

The continual engagement of the claimants of this demand, in the ſervices of the army, prevented their making up the accounts of it, till the end of the war, when they ſent it, with the vouchers, to Hanover, to be laid before the Control; but before any thing could be done in it, the offices were cloſed, and the order iſſued for bringing all demands on account of the war to be laid before Commiſſioners in London; in conſequence of which it was given, with proper powers, to Mr. Sommers, by whom it was ſent to Mr. Beckholtz, and by him given to Mr. Fredericks and Mr. Seyffert, who gave them in at the Commiſſioners office, in their own names, in the ſame manner as the former.—This demand amounts to 2610 DUC. : 2 RD. : 25 MG.

In their report of the 5th of November 1765, theſe two demands were lumped by the Commiſſioners in the general rejection of all demands under claſs N° 8, " as not originally " preſented, and now ſollicited either by the " Agent of the ſtate or country in which the

 " deli-

" deliveries were made, or by the Agent of the " original proprietors of the forage."—accord- to the directions given them by the Lords of the Treasury. *(See the Report at length, p. 10, here immediately preceding.)*

The unjust application of this direction of the Lords of the Treasury to these demands, is most evident. *The receipts* by which they are supported *were sollicited by a person appointed by the immediate Agent of the original proprietors of the forage*, for which the said receipts were given, *according to the powers given by the said proprietors to their said Agent*; which powers were produced to the Commissioners, and would have removed their objection, arising from the demands being given in in the names of Fredericks and Seyffert, had they been attended to.

As to the validity of the demands it is liable to no objection. The receipts, on which they are founded, are clear and regular, and carry the strongest evidence of their justice in every circumstance; as will appear when this erroneous objection is laid aside, and the merits of them taken into proper consideration.

As the sole reason therefore given for rejecting these two demands is evidently inapplicable to them, the claimants have an indisputably just right to payment of them.

Besides



Besides these accounts given in thus by Mr. Fredericks and Mr. Seyffert, in their own names, in the same hurry which occasioned that mistake, they omitted to give in another account, which had been sent over from Hanover by Mr. Sommers to Mr. Beckholtz, and by him given to the said Fredericks and Seyffert along with them.

This was " An account of forage delivered " to the troops of the British Combined Ar- " my, by sundry inhabitants of the country " of Hesse-Cassel during the late war in Germa- " ny, amounting to 11924DUC.: 2RD.: 11MG."

The circumstances of this account are exactly the same, in every respect, with those of the first of the two preceding.

As soon as the omission of giving it in was discovered, the Agent presented it directly to the Commissioners, but they arbitrarily refused to receive it, because not brought within the time prescribed by their publication.

The injustice of this refusal is most evident. In reason and equity no length of time can invalidate a just right. However, to obviate dishonest demands, which length of time may have made it impossible to disprove, the British legislature has limited the time of claiming debts of simple contract or account to six years; and this is the only limitation known in the law

law of England, or which any authority but that of an expreſs act of parliament can preſcribe.

As the reaſon therefore given, by the Commiſſioners, for refuſing to liquidate this account is manifeſtly unjuſt, the claimants have an indiſputable right to payment of what, upon a fair examination, ſhall appear to be due to them.

# STATE
OF THE
# DEMANDS
OF
## SUNDRY INHABITANTS
OF THE
## DUTCHY of WESTPHALIA,
UPON THE
## CROWN of GREAT-BRITAIN,
FOR

Forage, Bread, Wood, Provisions, &c. delivered to the Troops of the British Combined Army, in the Year, 1762.

IN consequence of the order for bringing all unsettled demands on account of the late war in Germany to London, to be liquidated by Commissioners appointed for that pur-

 pose,

poſe, the accounts and vouchers of theſe deliveries were given in at the office of the ſaid Commiſſioners, who, on the 2d of March 1765, made the following report thereon to the Lords of the Treaſury:

" The articles for forage, bread, and wood, " are founded on the regulations made by " Sir James Cockburn for deliveries during the " campaign 1762, wherein the prices are fixed " for the occupied countries, at 10 MG. the " complete ration of forage, 2 MG. the portion " of bread, and $2\frac{3}{4}$ RD. the clafter of wood.

" Having entered into the examination of " the vouchers, all ſuch as were found inſuf- " ficient and irregular we have deducted and " carried to the credit of the Crown, amount- " ing to 6172 RD. : 18 MG.

" All the vouchers dated from places which " could not, from the maps or otherwiſe, be " found within the circle of the Dutchy of " Weſtphalia, have likewiſe been deducted and " carried to the credit of the Crown, amount- " ing to 1371 RD. : 17 MG.

" The ſundry errors found in the caſting up " and bringing to account the totals of the ſe- " veral



" veral ſpecifications, are alſo carried to the " debit or the credit of the Crown.

" The deliveries of proviſions, &c. having no " authority whereby they can become a charge " againſt the Crown of Great Britain, the ſame " are deducted and carried to the credit of the " Crown, amounting to 11081 RD. : 12 MG.

" Thus having gone through the examina- " tion of the ſaid demand for deliveries during " the campaign 1762, there appears a ballance " of 66286 RD. : $23\frac{1}{2}$ MG. in gold, due to the " Dutchy of Weſtphalia for the ſaid deliveries, " which we are of opinion ought to be " paid."

As to the firſt of theſe deductions of 6172 RD. 18 MG. " the vouchers being found irregular " and inſufficient," the claimants can only ſay, that if they have had the misfortune to take inſufficient and irregular receipts for deliveries juſtly made by them, they muſt ſubmit to it, among the many other misfortunes which they ſuffered in this war, a misfortune though, the ſeverity of which is particularly aggravated by this circumſtance, that this *inſufficiency* and *irregularity* proceeded ſolely from the *careleſſneſs*, *ignorance*,

 or

or *wanton injuſtice* of thoſe who gave ſuch receipts, and could not have been prevented by the deliverers, who were utterly unacquainted with things of the kind.

In like manner, the third deduction of 1654RD : 33½MG. " for errors in caſting up " the accounts, &c." is alſo ſubmitted to, as the claimants pretend not to be exempt from error.

But, by the ſecond and fourth deductions, the ſaid claimants find themſelves moſt ſeverely aggrieved.

In anſwer to the ſecond deduction of 1371RD. : 17MG. " Becauſe of the vouchers " being dated from places which could not, " from the maps or otherwiſe, be found with- " in the circle of the Dutchy of Weſtphalia." —it is alledged, that though the receipts may not have been dated within the Dutchy, the deliveries were really made by the inhabitants of it, for this reaſon:

When the army lay any where upon the confines of the Dutchy, it was cuſtomary to require forage, &c. from the Dutchy, the receipts for which were often dated at the place where the deliveries were made, not from whence they were



were brought; which was alſo the caſe when the troops marched out of the Dutchy, and obliged the inhabitants to tranſport their forage, &c. after them. This plain account, therefore, of the fact totally removes this objection.

As to the fourth deduction of 1168IRD.: 12MG. " The deliveries of proviſions, &c. having no " authority whereby they can become a charge " againſt the Crown of Great Britain,"—becauſe not expreſsly mentioned in the regulation made by Sir James Cockburne, it is proper to be obſerved, that *inſtead of this and all ſuch demands being founded on that regulation*, as the Commiſſioners ſet forth, *they are founded on the inconteſtible right of demanding payment for deliveries really made*; that regulation *only ſettling the rates* at which ſuch payment ſhould be made; as hath been fully and frequently ſhewn in other inſtances.

This omiſſion of proviſions, therefore, in that regulation, can in no reſpect take away the claimants right of being paid for them; it only leaves the rate of that payment undetermined; which rate, as charged in theſe accounts, will be found ſtrictly to agree with the prices which proviſions bore, at the times and places where theſe deliveries were made.

As

As the reaſons therefore given for making theſe two deductions from the accounts of this demand are evidently inſufficient, the claimants have a juſt right to payment of the ſums ſo deducted, amounting jointly to 13052 RD. : 29 MG.

# STATE

OF SEVERAL

# DEMANDS

OF SUNDRY INHABITANTS

*Of the Landtgraviate of* HESSE-CASSEL — *The Principality of* HESSE-DARMSTADT — *The Bailiwick of* GOEDERN, *in the County of* STOLDBERG — *And the Barony of* MANSBACK,

UPON THE

## CROWN of GREAT-BRITAIN,

FOR

Forage delivered to the Britiſh Combined Army, in the Year 1762.

THE authority upon which payment of theſe demands is claimed (the publication of Sir James Cockburne) is not to be called in queſtion. The accounts and vouchers of them were carried to Hanover, as ſoon as they

 could

could be made up, to be presented to the Control; but, before they could be given in, the offices were closed, and the order issued for bringing all demands upon account of the war to London, to be liquidated by Commissioners appointed for that purpose; in consequence of which order these several accounts were sent over by an Agent, properly impowered by the several claimants, to sollicit payment of them.

The amount of each of these accounts was as follows:

| | Pist. | rd. | mg. |
|---|---|---|---|
| The account of the inhabitants of Hesse-Cassel — | 5642 | 1 | 10 |
| ——— of Hesse-Darmstadt — | 370 | 4 | 34 |
| ——— of Goedern — — | 245 | 0 | 25 |
| ——— of Mansback — — | 133 | 1 | 4 |

These accounts the Commissioners rejected, in their report of the 5th of November 1765, in consequence of an opinion of the Lords of the Treasury, given for their direction, "That "no demands for country deliveries, founded "on receipts should be allowed, unless they "were originally presented, and are now sol-"licited either by the Agent of the State or "country in which these deliveries were made, "*or*



"*or by the Agent of the original proprietor of the* "*forage for which the receipt was given.*" (*See the Report at length, p.* 10, *here immediately preceding.*)

The inapplicability of this rule to these demands, and consequently the injustice of the rejection of them, is most evident. The receipts by which they are vouched were carried to Hanover to be presented to the Control, by the proprietors themselves, or persons properly impowered by them; as they were afterwards sent over to London, by an *Agent appointed by the said original proprietors of the forage for which they were given, with full powers to sollicit payment of them*, which powers were authenticated by the several magistracies of the places where the claimants lived.

As the sole reason, therefore, given for rejecting these several demands is utterly without foundation, the claimants have an indisputably just right to payment of them.

Beside the above demands, the same Agent gave in a specification of forage delivered in the same year, 1762, in the country of Munster, to the troops of the British Combined Army, by Mess. Eelders & Co. Entrepeneurs, in consequence

quence of the ſame publication of Sir James Cockburne; which ſpecification had been ſent over to him without the vouchers, that it might be given in within the time limited, the ſhortneſs of which did not permit the delay of ſending the vouchers along with it; and when they were afterwards ſent, the perſon who brought them imagining he might make ſome diſhoneſt advantage of them to himſelf, did not deliver them to the Agent, ſo that the demand was never taken into conſideration by the Commiſſioners.

But that perſon, who ran away upon the detection of his villainy, having been ſince apprehended by the claimants, in Germany, and the receipts recovered, the ſaid claimants have a juſt right to expect the ſettlement of their account; a right, which no ſuch arbitrary limitation of time can take away.



# STATE
OF THE
# DEMANDS
OF
## Mr. JOHN ANDREW MILTZ,
AMPTS VOIGHT of *BAHRENBURG*,
IN THE
ELECTORATE OF *HANOVER*,
UPON THE
## CROWN of GREAT-BRITAIN,
FOR

Loſs upon a Quantity of Rye-Meal, provided by him to fulfil a Contract made with the Britiſh Commiſſariate, and left upon his Hands, in Conſequence of a Stop that was put to the Performance of his ſaid Contract, on Account of the Peace.

ON the 12th of November 1762, a contract was made by Mr. Smith, Deputy Commiſſary of Supply, with the Ampts Voight Miltz, by particular order of Sir James

Cockburne, Commiſſary General, for 15000 quintals of rye-meal, to be delivered within ſeven weeks into the Britiſh magazine at Minden, that is to ſay, 8000 quintals within three weeks, and the remaining 7000 by the end of December following; for which meal the ſaid Mr. Commiſſary Smith engaged that the ſaid Miltz ſhould be paid at the rate of 5 RD. in gold, per quintal; and furniſhed with the neceſſary veſſels for tranſporting the meal, or carriages, in caſe the river ſhould be ſtopped, (for which he was to pay according to the tariff eſtabliſhed) and with paſſports, in virtue of which it ſhould be tranſported free from duties and exciſe.

Purſuant to this contract, Mr. Miltz began to make his deliveries directly, and carried them on with ſuch expedition, according to the tenour of his contract, that he had delivered 2144 quintals by the 29th of the ſame month; when a ſtop was put to the receipt of his meal by order of Sir James Cockburne; though he (Miltz) had provided the whole quantity for completing his contract within the time limited.

Surprized at ſuch proceeding, Mr. Miltz immediately applied to Sir James Cockburne, to



to know the reaſon of it, when he was informed, that it was becauſe the contract had been made by Mr. Commiſſary Smith after he had received orders not to make ſuch a contract, which with the exorbitancy of the price gave reaſon to ſuſpect a colluſion between him and Mr. Miltz.

It was in vain for Mr. Miltz to attempt to juſtify himſelf; time could not be ſpared to liſten to him, and all he could obtain was payment for the 2144 quintals, delivered by him before the ſtop was put to the receipt of his meal, in the direction for certifying which Sir James Cockburne expreſsly declared the contract to be cancelled.

Such treatment was too injurious to be ſubmitted to, where juſtice had any ſupport againſt arbitrary power! Mr. Miltz directly procured proper and inconteſtibly authentic atteſtations of the quantity of rye and meal provided by him to fulfil his contract, and applied to the control for indemnification of the loſs which muſt ariſe upon the ſaid rye and meal ſo left upon his hands; as the peace put an end to the demands of the army for them, and thereby lowered their value; but all his ſollicitations could never prevail to have

 the

the affair taken into consideration, till the offices were closed, and the order issued for bringing all demands on account of the War to London, to be liquidated by Commissioners appointed for that purpose, who, on the 24th of October, 1762, made the following report thereon to the Lords of the Treasury.

" Having taken into our consideration an " account, on behalf of Ampts Voight Miltz, " for loss upon meal, left in his depots, " amounting, according to a specification there- " of presented by Mr. Legh, on the 27th of " December last, to 11281 ducats, 11 MG. " but by a subsequent specification, to the " sum of 20305 ducats 1 RD. and 26 MG. " and having examined the said demand, and " the authority upon which the same is found- " ed, We find it arises *under a contract* made " by Mr. Smith, late Deputy Commissary of " Supply, with the said Ampts Voight Miltz, " dated November 12, 1762, for the delivery " of 15000 quintals of rye meal, at 5 RD. in " gold per quintal. This contract *is said to be* " *made by order* of Sir James Cockburne, in his " letter to Mr. Smith, of the 25th of Oct. " 1762. But it appears by a letter from Sir " J. Cockburne to Mr. Smith, that on the 10th of " No-



" November, he, Mr. Smith, found difficulty " in making a contract for meal.

" The 11th of November, Sir James Cock- " burne sent positive orders to Mr. Smith not " to contract for meal.

" The 21st of November, Mr. Smith wrote " to Sir James Cockburne, but took no notice " of the receipt of his letter of the 11th, tho' " Sir James had received answers to his two " letters of the same date from Mr. Commis- " sary Wier and the P. V. which were sent " to the same place where Smith resided, by " the same occasion.

" In this letter of the 21st of November, Mr. " Smith acquainted Sir James that he had " made the contract, and that Miltz had al- " most compleated the delivery, although the " contract stipulated seven weeks for that " purpose.

" These circumstances, with the exorbitant " price of 5 dollars in gold per quintal for rye " meal, about 80 per cent. dearer than that " commodity used to be sold for, induces us " *to think that it was a collusive bargain* between " Mr. Smith and Ampts Voight Miltz, which,

" by the attention of Sir James Cockburne, was " in a great measure defeated; for one special " reason, that the contract was not good without the approbation of General Howard. " But before Sir James Cockburne could effectually stop any part of the delivery, we " find that 1072 sacks, containing 2144 quintals had been delivered upon said contract, " for which the said Ampts Voight Miltz had " been paid.

" This difference between the contract price " and the price he sold the undelivered remainder of the 15000 quintals of meal, and " 7500 sacks for, amounting to 20305 ducats, " 1 RD. and 26 MG. is the subject of the present demand; which, we are of opinion, " is void of any authority or any just ground " to support it, and therefore ought neither to " be paid or satisfied."

The first thing necessary to be taken notice of in this report is the difference between the two specifications of the loss, for which the demand is made, the reason of which was this:

When Mr. Miltz gave in the first specification to the Control at Hanover, he charged the loss according to a price which he was then willing to



to take the meal and rye at himself; but that offer not being accepted, when the said meal and rye came afterwards to be disposed of, the price was fallen so low as to raise the loss to the amount given in, in the second specification, as appears by proper and incontestible authentications.

In answer to the facts upon which the rejection of this demand is founded, Mr. Miltz makes the following deduction of them, which Mr. Com. Smith, in justice to himself, as well as to Mr. Miltz, has enabled him to make, as he would have proved it personally to the Commissioners on his coming to London, after the report was made, could a reconsideration of the affair have been obtained, and on the proof of which Mr. Miltz rests his own character and property, both so nearly interested in this affair.

On the 12th of November, by an express order of Sir James Cockburne, Mr. Commissary Smith made a contract with Mr. Miltz, which the Earnestness with which Sir James Cockburne had so often urged him to make it, and set forth the indispensible necessity of providing the meal with all possible expedition, made him covenant to be carried into immediate execution,

tion, without waiting to ſend the contract firſt to Gen. Howard, for his approbation.

On the 14th of November, after Mr. Miltz had actually begun to make his deliveries, Mr. Smith received a letter from Sir James Cockburne not to contract for meal; but, as the contract was not only made, but the execution of it alſo begun, and every thing provided for compleating it, all Mr. Smith could do was to break off a treaty which he had entered into with Mr. Miltz, for 15000 quintals more, which he accordingly did; and of this he informed Sir James Cockburne, on the 17th of the ſame moth. That Mr. Smith did make the contract on the 12th, and did not receive Sir James Cockburne's letter of the 11th, before the 14th, he avers, and will atteſt by oath; that he could not *poſſibly* receive it time enough to prevent his making the contract is evident, from the diſtance between Stauzenbach, where it was written, and Nienburg, where he was, which is 34 German, that is 204 Engliſh miles, and that he could not *probably* receive it ſooner than the 14th, will not be doubted by any one who conſiders the extreme badneſs of the roads at that time; as he alſo avers and will atteſt by oath, that he did write the ſaid letter to Sir James Cockburne on the 17th, and ſent it to him



him regularly, and is not conſcious that he did not, nor why he ſhould not receive it regularly; though no notice is here taken of it, which letter of the 17th as being a direct anſwer to Sir James Cockburne's letter of the 11th, was the reaſon that Mr. Smith, in his ſubſequent letter of the 21ſt took notice of the ſaid letter of the 11th. As to his acquainting Sir James Cockburne, in the letter of the 21ſt, that he had made the contract, it was only of courſe, as an introduction to his acquainting him that Mr. Miltz had almoſt compleated the delivery, and not as a firſt information of the contract (as is here inſinuated) as will appear by the ſaid letter. And as to the other inſinuation, from the contract's being ſo ſoon almoſt compleated, "*although the contract ſtipulated ſeven weeks for* "*that purpoſe*," it is a ſufficient anſwer to it, that by the contract 8000 quintals were to have been delivered within three weeks, which was the part of the contract meant by Mr. Smith, and which part would have been complerted within that time, as Mr. Mittz had upon the ſpot a ſufficient quantity of meal to have compleated it, when a ſtop was put to the receipt of it. And this plain and inconteſtible account totally removes every ſhadow of ſuſpicion poſſible to be founded on theſe letters.

Equally

Equally ill founded is the objection of the exorbitancy of the price, the other reaſon given for the rejection of the demand.

An advance of 80 per cent. certainly ſounds high; but the ſtandard from which it is here calculated, takes off all its force. Particular circumſtances, at the time and place of ſelling, will make a commodity cheap at double the price *it uſed to be ſold for*; and that ſuch was the preſent caſe will not be diſputed by any perſon acquainted with the ſtate of the time when this contract was made, and of the countries where the commodity was to be procured.

Can it be thought, for inſtance, that in an exhauſted country, and in the depth of winter, when carriage is doubly expenſive, a large quantity of one of the immediate neceſſaries of life could be bought ſo cheap as when the country is in full ſtock, and in ſummer, when carriage is free from all impediment, and conſequently cheaper? And, on account of theſe circumſtances, were ſome other contracts made at a rate apparently lower than this, but in reality much more advantageous to the contractor; that of Behrens in particular, which is



is contraſted with this of Miltz, being made in the middle of May, to be completed in three months, with an advance of one fourth of the money, to remain in the contractor's hands for the laſt payment, and a total exemption from the expence of carriage. What compariſon then can juſtly be made between this contract and that of Miltz, as herein before ſet forth?

But beſides this reaſoning, concluſive as it is, there is a direct proof in fact, that this contract of Mr. Miltz was not made even at ſo high a price as ſome others, much leſs at one ſo exorbitant as to juſtify cancelling it in ſo arbitrary a manner; and this is the contract made at the very ſame time, and on the ſame urgent directions from Sir James Cockburne, by Mr. Commiſſary General Fraſer, with the Deputy of the Regency of Saxe-Gotha for meal, at 6 RD. per quintal, to be paid at the head-quarters; of which he ſays, in his letter to Sir James Cockburne, dated at Munſter, the 28th of December, 1762, "that it was with "the greateſt difficulty he could perſuade the "ſaid Deputy to deliver that quantity at that "price."

As

As the reaſons, therefore, given, for cancelling the contract, upon which this demand is founded, are utterly void of foundation, and the reality of the loſs for which it is made, properly and fully proved (a loſs that has unhappily reduced the claimant from circumſtances of competency and credit, to bankruptcy and want, under which he at this time labours, without proſpect of relief, but from the indemnification here claimed) the ſaid Claimant has an inconteſtibly juſt right to payment of his ſaid demand, being ducats 20305: 1 RD: 26 MG.



# STATE
OF THE
# DEMANDS
OF THE
## HEIRS OF MOSES LEVY,
UPON THE
## CROWN of GREAT-BRITAIN,
FOR

Forage and Sacks delivered by him into the King's Magazines, and to the Troops of the Britiſh Combined Army, and taken by the Enemy.

ON the 6th of March, 1759, a contract was made by Mr. Intendant General Hunter with Mr. Moſes Levy, for ſupplying the Britiſh army with forage, at ſtipulated prices; which forage was to be delivered into the King's magazines at different places, and to the troops, as ſhould be ordered. And,

On the 1ſt of May following, Mr. Comiſſary General Oſwald made a further contract with the ſaid Moſes Levy, to the ſame purpoſe.

In the courſe of fulfilling this latter contract, the ſaid Mr. Levy made ſeveral deliveries of forage into the Britiſh magazine at Northeim, for which he obtained receipts from Mr. Aly, Director of the magazines there. And,

In the farther courſe of fulfilling theſe contracts, the ſaid Moſes Levy ſuffered ſeveral loſſes of forage, ſacks, &c. taken by the enemy, for which the Commiſſariate was expreſsly engaged to indemnify him, and was alſo obliged to pay conſiderably more for the tranſport of ſuch of his deliveries as were made in the country of Heſſe-Caſſel, than was fixed by Mr. Hunter's tariff, according to which he had contracted to make his deliveries.

When the accounts of theſe ſeveral articles were laid before Mr. Commiſſary General Halſey to be certified, he made objections to them, which Mr. Oſwald took particular pains to remove; but notwithſtanding all his reaſons to the contrary, Mr. Halſey excluded out of the certificate, which he granted upon theſe accounts, ſo



ſo many different articles of charge as amounted to 45140 guilders and 10 ſtivers; in which was included the ſum of 9621 guilders and 18 ſtivers, for deliveries made to the troops in the year 1759, and vouched by regimental receipts; nor could the ſaid Moſes Levy ever prevail to have theſe accounts re-examined in Germany, though the letters of Mr. Oſwald to Mr. Halſey upon the occaſion, ſhewed the injuſtice done to Mr. Levy, in the ſtrongeſt light, till the order was iſſued for bringing all demands on account of the War to be liquidated by Commiſſioners in London; in conſequence of which order theſe accounts were laid before them, in the month of December, 1763; and on the 13th of December, 1765, the ſaid Commiſſioners made the following report upon it to the Lords of the Treaſury.

" The firſt article of charge in the Claim-
" ant's ſtate, is for a delivery of forage into
" his Majeſty's magazine at Northeim, on the
" authority of a contract made with Richard
" Oſwald, Eſq; (as Commiſſary to the com-
" bined army) bearing date the 24th of
" April, 1760, which amounts to 7403 du-
" cats, 2 dollars, 2 MG. The grounds of this
" charge having been particularly examined
" into by us, we are of opinion, that the
" vouchers produced to evince the due execu-
" tion of the ſaid contract, on the part of

 " Moſes

" Moſes Levy, deceaſed, are wholly inſuffi-
" cient, as they are not ſigned by any perſon
" authorized to take the cuſtody of, or to give
" receipts for forage, on the part of the crown
" of Great-Britain, in conſequence of which,
" the charge of this ſum of 7403 dollars, 2 MG.
" is deſtitute of foundation, and ought not to
" be paid; we have therefore carried it to the
" credit of the crown.

" The further demands of the claimants,
" amounting to 45140 guilders, 10 ſtivers,
" conſiſt of ſundry articles of charge, which
" were excluded out of a certificate granted
" to the claimants in Germany by Thomas
" Halſey, Eſq; who has ſtated his objections,
" article by article, as reaſons why they were ſo
" excluded. We have examined the nature of the
" ſeveral articles of charge ſo objected to, on the
" one part, and the nature and weight of the ob-
" jections ſtated againſt each article, on the other
" part; and from this comparative examination,
" it doth appear unto us, that ſo much of the ar-
" ticles ſo excluded, as amounts to 36593
" guilders, 12 ſtivers, were excluded on ſtrong
" and ſolid reaſons of objection, which we
" have adopted, and have, in conſequence,
" carried the abovementioned ſum of 36593
" guilders, 12 ſtivers, to the credit of the
" crown, the ſame being charged without any
" foundation.

" And



" And it doth appear to us, further, that ſo
" much of the aforeſaid articles, excluded out
" of Mr. Halſey's certificate, as amounts to
" 8546 guilders, 18 ſtivers, being charged for
" the difference between the rate of tranſport
" which Moſes Levy was forcibly compelled
" to pay to the Regency of Heſſe, and the
" contract rate ſtipulated by Thomas Orby
" Hunter, Eſq; together with the value of
" 238 rations of oats, 308 rations of hay, and
" 212 rations of ſtraw, delivered to the troops,
" on proper vouchers, is well founded as a
" charge againſt the crown of Great-Britain;
" and the vouchers produced in ſupport of
" this part of the claim, appearing to us ſuf-
" ficient, we do report, that the ſaid ſum of
" 8546 guilders, 18 ſtivers, Holland's currency,
" is a juſt demand on the crown of Great-
" Britain, and ought to be paid to the heirs of
" Moſes Levy, in full ſatisfaction of their
" claims.

In anſwer to the firſt article in this report, it is ſufficient to obſerve, that Mr. Aly, who ſigned the vouchers for the deliveries at Northeim, was regularly appointed by the Commiſſariate to the direction of the magazines at Northeim, and, of courſe, properly authorized to give receipts for forage delivered into them, as appears by the liſt of magazine-keepers, kept by Mr. Oſwald, at that time Commiſſary

of

of Supply for the country of Heſſe-Caſſel; and alſo by the following letter from him to the ſaid Mr. Aly, dated at Caſſel on the 30th of June, 1760.

— " I beg that Mr. Aly will be ſo good as " to *grant receipts* for the effective quantities " of forage loaded on the waggons by Moſes " Levy from Hanover, in order to be tranſ- " ported hither; not only for thoſe paſſed a- " broad, but alſo for ſuch as are to come.

P. S. — " I mean by *receipts*, certificates " that you have ſeen loaded the quantities of " oats, hay, and ſtraw, according to advice " given to you at that time by Mr. Bailiff Har- " ding."

As this letter, therefore, proves the objection made to the vouchers for theſe deliveries at Northeim to be totally without foundation, and to have proceeded entirely from inattention to the circumſtances of the caſe, the heirs of the ſaid Moſes Levy have an indiſputably juſt right to payment of the value of them, being 7403 ducats, 2 RD. and 2 MG.

Equally inſufficient will the reaſons given for rejecting the ſecond article in theſe demands be found, when they can be properly enquired into. The objections of Mr. Halſey are every one anſwered in the fulleſt and cleareſt manner by Mr. Oſwald, and the equity of the claim-

ant's



ant's caſe eſtabliſhed beyond a poſſibility of doubt in his letters; but as the correſpondence that has paſſed upon this occaſion is too long to be inſerted entire, and ſo cloſely connected throughout, that extracting any part would do injuſtice to the whole, it can only be ſaid here, that had that attention been paid to the authority of Mr. Oſwald, which it is unqueſtionably entitled to, in reaſon, juſtice, and the nature of the caſe, this article could never have been rejected. But this is very far from being the only inſtance where one ſide of the queſtion only has been conſidered.

As the reaſons, therefore, given for rejecting ſo great a part of theſe demands, are without foundation, the claimants have a juſt right to payment of the reſidue ſo rejected, being ducats 7403 : 2 RD : 2 MG. and guilders 36593 : 12 ſtivers.

# STATE

OF THE

# DEMANDS

OF

# ISRAEL AARON,

UPON THE

# CROWN of GREAT-BRITAIN,

FOR

Forage delivered to the Proviant Train of the Britiſh Combined Army, in the Month of January, 1760.

IN the year 1759, the Britiſh Commiſſariate contracted with the Jew, Leon Levy, to ſupply the Proviant trains with forage in quarters of cantonment, during the year 1760.

Juſt when the ſaid Proviant trains were ordered to their quarters, the ſaid Leon Levy diſappeared, without having made any proviſion for them.

In this ſituation, Captain Ramberg Commandant of the ſaid train, applied to the Jew Iſrael Aaron for aſſiſtance, who on his (the ſaid Capt. Ramberg's) written engagement that he ſhould be punctually paid by the Commiſſariate ot the ſame rate which Leon Levy was to have received, delivered to the ſaid Captain Ramberg, for the uſe and ſupport of the ſaid train, 2364 rations of oats, 2303 rations of Hay, and 7181 rations of ſtraw, for which he obtained receipts from the Grooms and Chirurgeons of the ſaid train.

The account of this delivery, with the vouchers, was preſented to the Commiſſariate by the ſaid Iſrael Aaron, for payment, in proper time; but he was conſtantly ſhifted from one office to another, till at laſt he got it received by the Control at Hanover, but could never prevail to have it ſettled, till the order was iſſued for bringing all demands on account of the war, to be laid before Commiſſioners in London, in conſequence of which it was ſent over, with proper powers, to Mr. Roſs, by whom it was given in at the office of the ſaid Commiſſioners, who in their report of the 7th of December 1765,



1765, rejected it, " as not founded on any or-
" der, authority, contract, or agreement, where-
" by it could become a charge againſt the
" Crown," &c.

The injuſtice of this objection, founded on a rule made arbitrarily after the fact, has been ſhewn in various inſtances. In the preſent caſe it is moſt flagrant. This delivery is literally within the ſame reaſon as thoſe made to the troops, whoſe receipts were always admitted as ſufficient vouchers for the deliveries made to them; as the neceſſity of the occaſion was held to be a ſufficient authority for making ſuch deliveries.

Of this neceſſity, and the reality of the delivery, no ſtronger proof could poſſibly be deſired than the following atteſtation of the ſaid Captain Ramberg, dated at Hanover, Feb. 14, 1761, and given at the requeſt of the claimant on his meeting ſuch difficulties to get this account received.

" Whereas the high laudable Commiſſariate
" directed the Jew Leon Levy, to ſupply the
" Royal Proviant Train with forage laſt year;
" and as, on my return into the quarters of
" cantonment aſſigned to me for the train-
" horſes entruſted to my care, in the month of
" January of the ſaid year, I not only found

 " the

" the neceſſary forage wanting, but alſo no " preparation made by the ſaid Leon Levy for " the delivery of the ſaid forage; for which " reaſon, to ſave the horſes from being ſtarved, " I concluded with Iſrael Aaron of Hanover " for the delivery which was to have been " performed by the ſaid Levy, according to his " contract; and I can prove upon oath, that " the 2364 rations of oats, 2303 rations of " hay, and 7181 rations of ſtraw, delivered as " per receipts, have been delivered *in naturâ*, " which I do hereby atteſt under my own ſig- " nature."

As the reaſon, therefore, given for the rejection of this demand is evidently without juſt foundation, the claimant has an indiſputable right to payment of it, amounting to guilders 2113 : 1 ſtiver.



# STATE
## OF THE
# DEMANDS
## OF
# C. H. DIDEL,
## UPON THE
## CROWN of GREAT-BRITAIN,
## FOR

Money advanced by him for the Service of the Britiſh Magazine at Minden, in the Year 1760.

IN the year 1760, Mr. Commiſſary General Hatton appointed C. H. Didel to take care of the Britiſh magazines at Munden; in the courſe of which charge, the ſaid Didel occaſionally advanced the ſum of RD. 828 : 10 MG. for the ſervice of the ſaid magazines; as appears by the accounts of them for that time.

The account of theſe diſburſements Mr. Didel preſented to Mr. Hatton, who directed him to give it to Mr. Commiſſary Halſey, by whom it was delivered to Colonel Pownal; but all Mr. Didel's ſollicitations could never obtain the ſettlement of it, till the order was iſſued for laying all demands on account of the War before Commiſſioners in London, when it was brought over among the accounts lying in the office of control at Hanover.

When Mr. Didel's agent attended the ſaid Commiſſioners, to ſollicit the ſettlement of this acconnt, he was told that no ſuch account was in their office; but Mr. Halſey happening to be preſent, atteſted that he himſelf had given it into the office of Colonel Pownal; upon which the Commiſſioners ordered one of their clerks to examine it; but on his anſwering that he could find no ſuch account in the regiſter of thoſe delivered in, Mr. Halſey's atteſtation was ſlighted, and the account refuſed to be examined.

The injuſtice of this refuſal is moſt evident. That the account was given into the control is proved by Mr. Halſey. As it never was returned from that office to the claimant, it was the duty of the clerks of that office to give it in



in to the Commiſſioners, and of the clerks of the Commiſſioners to enter it in their regiſter, for the omiſſion of which duty in either, the claimant can in no ſenſe be anſwerable, as he had it not in his power to prevent it, becauſe of his account's not being returned to him; and therefore he has an indiſputably juſt right to payment of what he can prove to be due to him, on this account, together with intereſt from the time of his having advanced the money.

# STATE
## OF THE
# DEMANDS
## OF
# JOHAN EBERHARD MULLER,
## UPON THE
# CROWN of GREAT-BRITAIN,
## FOR

Forage delivered to the King's Magazine-Keepers, and into the King's Magazines at Zelle, for the Uſe and Service of the Britiſh Combined Army; and alſo for the Loſs upon a quantity of Forage provided by him, for fulfilling a Contract with the Britiſh Commiſſariate, and left upon his Hands at the End of the War.

ON the 2d of May, 1762, a contract was made at Hildeſheim by Sir James Cockburne, with John Eberhard Muller, whereby the ſaid Muller engaged to deliver

 into

into the British magazines at Zelle 200000 compleat rations of forage, within three months, for which he was to be paid at the rate of 13 MG. for the compleat ration, in ducats, at 2 RD: 27 MG. on producing the magazine-keeper's receipts; before he ſhould begin to make which deliveries, he was to give notice to the Commiſſariate where his depots lay, that they might be inſpected.

Before the ſaid Muller had made this contract, he had provided large quantities of forage, which lay in ſeveral barns in the neighbourhood of Zelle, of which he gave notice to the Commiſſariate, according to his contract, and received directions to deliver it to Mr. Muller, inſpector, and Mr. Ultzen, keeper of the magazine at Zelle; but on his offering them to make the whole delivery directly from his ſaid depots, they refuſed to receive it into the magazine, alledging that they wanted room, but took poſſeſſion of it in the barns, promiſing to give proper receipts on delivering it.

In the midſt of theſe tranſactions, two of the barns, where this forage lay, were ſet on fire, through ſome careleſſneſs of the magazine-keepers, or their aſſiſtants, who alone had acceſs to them; by which means 10806 rations



rations of hay, and 7045 rations of ſtraw, contained in them, were conſumed; the value of which, at the prices ſtipulated in the contract, amounts to RD. 1396 : 13 MG.

That theſe quantities were in thoſe barns, can be proved by the affidavits of the waggoners who unloaded them there; and that the whole was conſumed, both by the agents of the ſaid Muller, who will ſwear that they never took any of the ſaid forage out, nor believe that any was taken out, and of the magiſtrates of the ſaid city of Zelle, who know that no part of it was ſaved.

In the courſe of the deliveries made directly into the King's magazines at Zelle aforeſaid; in the performance of this contract, the ſaid Muller obtained a regular receipt for 10000 rations of oats, and 10000 rations of hay, from Inſpector Muller and Magazine-keeper Ultzen aforeſaid; upon his preſenting which to the Commiſſariate for payment, it was refuſed, on an allegation that the ſaid magazine officers had been guilty of diſhoneſt practices.

The injuſtice of this refuſal is moſt evident. The ſaid magazine officers were the perſons from whom only he could obtain receipts for

 his

his forage. The charge of dishonesty was not brought against them till some time after their giving this receipt; and, consequently, that charge cannot invalidate any prior act of theirs, without its being expressly proved upon that act, which has never been alledged in this case.— This receipt amounted to RD. 3333, 12 MG.

Beside these two articles, the said Eberhard Muller has a demand for the loss he sustained upon 13000 rations of oats, 38000 rations of hay, and 38000 rations of straw, which remained undelivered of the quantity engaged for by this contract, and which he had in his depots ready to deliver, when a stop was put to the receipt of them, on the conclusion of the peace.

The loss which must necessarily arise from such a stop was too evident not to make every means be tried to avoid it. Mr. Muller applied directly and repeatedly to the Commissariate, to give orders for the receipt of this, but in vain; nor was it till a considerable time after, and when he had been at considerable expence in taking care of it, that he was verbally bid to sell it off in the best manner he could.

The



The loss upon this quantity of oats, hay, and straw, amounted to RD. 10972 : 4 MG. to a reimbursement of which the said Eberhard Muller has an indisputable right, as he can prove the reality of the said forage's being in his depots, ready to be delivered, by the oaths of the waggoners who unloaded it there, and of his agents who had the care of it; and also by the attested accounts of the sale of it; tho' these accounts, according to which the demand is made, necessarily falls short of the deliveries of the waggoners, from the waste impossible to be avoided.

As soon as this account could be made up, the several articles of this demand were laid before the control at Hanover; but the settlement of them could not be obtained before the offices were closed, and the order issued for bringing all demands on account of the War to London, to be liquidated by Commissioners appointed for that purpose.

In consequence of that order, the accounts of this demand, were sent over to London as soon as possible, but, from some unforeseen delays which the person who brought them met

in

in coming, they did not arrive till the time limited for bringing in ſuch demands was expired; nor could all the ſollicitations of the agent of the ſaid Eberhard Muller ever prevail to have them received after.

As this limitation cannot in juſtice or law take away the right of the ſaid Johan Eberard Muller to payment of what he can prove to be due to him, he is indiſputably intitled to claim the ſettlement of the ſeveral articles of this demand amounting jointly to RD. 15701 : 29 MG.

# STATE
## OF THE
# DEMANDS
## OF
## Messf. STRUCHER and Co.
## UPON THE
## CROWN of GREAT-BRITAIN,
## FOR

Forage delivered into the Britiſh Magazine, and to the Troops of the Britiſh Combined Army; and taken by the Enemy out of their Depots, where it was collected to fulfil a Contract with the Commiſſariate, but remained undelivered for want of Carriages, which the Commiſſariate was engaged to ſupply.

ON the firſt of December 1761, a contract was made at Munſter, by Frederick Halſey, Eſq; Commiſſary General, in the name of the Britiſh Commiſſariate, with Mr. Bailiffe Strucher, by which the ſaid Mr. Strucher undertook to deliver, with all poſſible expedition, into the King's magazine at Langericke, in the

 county

county of Tecklenberg, fifty thouſand compleat rations of forage, for which Mr. Commiſſary Halſey promiſed that the Commiſſariate ſhould pay him at the rate of fourteen Dutch ſtivers per ration; or for the ration of oats eight ſtivers and an half, for the hay four ſtivers and an half, and for the ſtraw one ſtiver. The carriages for this ſervice to be furniſhed by the Commiſſariate, and the forage to be delivered by Mr. Strucher, *in natura*; the whole quantity delivered being to be forfeited to the King, if it ſhould be diſcovered that bought regimental receipts were introduced.—And,

On the 4th of the ſame month, another contract was made, by and between the ſaid Mr. Commiſſary General Halſey and Mr. Strucher; by which the latter undertook to deliver fifty thouſand compleat rations more, in Langericke aforeſaid, and fifty thouſand in Greven, for which he was to be paid at the rate of fourteen Dutch ſtivers and an half per ration, viz. The ration of oats at nine ſtivers, the hay at four ſtivers and an half, and the ſtraw at one ſtiver; all other ſtipulations to be the ſame as in the contract of the firſt of December juſt preceding.

In order to fulfil theſe contracts, Mr. Strucher and his partners directly bought up large quantities of forage, part of which they paid for in full, and confirmed the purchaſe of the reſidue with a ſum of money as earneſt; and then having compleated their deliveries at Langericke, they



they brought together at Haſelunne, in the biſhoprick of Munſter, twenty thouſand rations of hay, and fifteen thouſand rations of ſtraw; at Meppen, twenty-eight laſts of oats, and fourteen laſts of barley; and at Steinbeild, ſixty-five laſts of oats, and fourteen laſts of barley (in the whole ninety three laſts of oats, and twenty-eight laſts of barley, each laſt of oats containing two hundred eighty-eight rations, and each laſt of barley three hundred eighty-four.)

To deliver this forage, Meſſ. Strucher and Co. applied to Mr. Commiſſary Halſey for carriages, according to the expreſs tenour of their contract, who gave them an order to the regency of Leige, in the dominions of Pruſſia, for fifty carriages weekly, for tranſporting the ſaid fifty thouſand rations to Greven, where they were to be delivered; but all they could ever obtain from the ſaid regency, on much and repeated ſollicitation, were only ten, which were loaded and ſent to Greven.

On this diſappointment, Meſſ. Strucher and Co. applied again to Mr. Commiſſary Halſey ſeveral times, and in the moſt preſſing terms, for carriages, as they afterwards did alſo to William Naſſau Elliot, Eſq; on Mr. Halſey's leaving the army, but without effect; the only anſwer they could obtain being, that the more immediately preſſing neceſſities of the ſervice took up all the carriages poſſible to be got juſt at that time.

Impatient of ſuch delays, the owners of the forage for which Meſſ. Strucher and Co. had given earneſt, as before-mentioned, inſiſted upon delivering and being paid for it; upon which the ſaid Meſſ. Strucher and Co. repreſented the hardſhip of their caſe to Mr. Commiſſary Elliot, and deſired permiſſion to deliver at Meppen and Haſelunne, the forage which they had at Meppen, and at the farmers in that neighbourhood, as they could not obtain carriages to tranſport it to Greven, where, by the contract, it was to be delivered, with which Mr. Elliot, convinced of the truth of what they ſaid, and the reaſonableneſs of their requeſt, complied; and accordingly ſent to Mr. Ruſſel, the King's Magazine-Director at Meppen, for an exact account of the quantities of forage, which the ſaid Meſſ. Strucher and Co. had in and about Meppen, who, upon proper enquiry, reported, that they had ninety-three laſts of oats, and twenty-three laſts of Barley at Meppen; and 20,000 rations of hay, and fifteen thouſand rations of ſtraw, at Haſelunne, as before ſet forth. Upon this report, Meſſ. Strucher and Co. applied again to Mr. Elliot, for the order to deliver this forage at Meppen and Haſelunne, as he had promiſed; but he had changed his reſolution, on the approach of the French army, and conſequently told them, he would order Mr. Ruſſel to tranſport this forage with the King's Magazine; but before this could be done, the enemy poſſeſſed themſelves of the whole country on the 7th, 8th, and 9th of July, when they took, conſumed, deſtroyed and



and carried away the whole quantity, except two laſts of barley, which were afterwards delivered to the Magazine-Director, Mr. Ruſſel aforeſaid, at Meppen, on the retreat of the French, and paid for on his receipt; ſo that the whole amounted to ninety-three laſts of oats, twenty-ſix laſts of barley, twenty thouſand rations of hay, and fifteen thouſand rations of ſtraw, as appears by the atteſtation upon oath of Mr. Joſeph Voſs, Merchant and Burgher, of Meppen, aforeſaid, who had been Agent to the ſaid Meſſ. Strucher and Co. ſworn on the 4th of Auguſt following, the very day after he had delivered the ſaid remaining two laſts of barley to Mr. Ruſſel, as before-mentioned; and while the whole tranſaction was freſh and full in his memory, and in that of the Magiſtrate, and witneſſes before whom he had made oath of it; and by the atteſtation upon oath of Mr. Gerd Kotting, and Mr. John Henricke Dincklage, Burghers of Haſelunne, who had the care of the forage of the ſaid Meſſ. Strucher and Co. at Haſelunne aforeſaid, the former of whom ſwears poſitively and expreſsly to the quantities of oats and barley at Meppen and Steinbeild, and ſpecifies particularly the ſeveral houſes in which they were laid up, as the two latter in the ſame manner ſwear expreſsly and explicitly to the quantities of hay and ſtraw, at and about Haſelunne, belonging to the ſaid Meſſ. Strucher and Co. and that the ſaid forage was bought by them, their ſaid Agents, for the ſole intent and purpoſe of fulfilling this contract, and all of them,

 that

that the whole of the ſaid hay, ſtraw, oats, and barley (except the two laſts of barley before-mentioned) was taken, conſumed, deſtroyed, and carried away by the French, on their poſſeſſing themſelves of the country, on the 7th, 8th, and 9th, of July 1762, as before recited.

| | GUILD. | STI. |
|---|---|---|
| This loſs, amounting to 36,768 rations of oats and barley, 20,000 rations of hay, and 15,000 rations of ſtraw, at nine Dutch ſtivers per ration for the oats and barley, 4½ ſtivers per ration for the hay, and one ſtiver per ration for the ſtraw, the prices ſpecified in the contract, comes to — — — | 21795 | 12 |
| By deducting from which what the car. to Greven would have coſt --- | 4097 | 13 |
| The remaining loſs is — — | 17697 | 19 |
| Beſide the above loſs, the ſaid Meſſ. Strucher and Co. have a demand of— for 710 rations of hay, and 4130 rations of ſtraw, delivered to the Magazine-Keeper at Greven, upon this contract, according to his receipt. | 366 | 5 |
| And of — — — — for 1480 rations of oats, taken from them by the corps of Hanoverian Light Horſe, under the command of Lt. Col. Scheither, according to his receipt | 666 | 0 |
| This acc. amounting in the whole to | 18730 | 4 |

*Carried over.*



| | GUILD. | STI. |
|---|---|---|
| *Brought over* — — — | 18730 | 4 |
| was delivered in at the Office of Control at Hanover, in the month of November following; but though Meſſ. Strucher and Co. ſollicited payment in the moſt preſſing manner, they could never prevail to have the examination of it even entered upon, till the order was iſſued for bringing all the German demands, to be laid before Commiſſioners in England. | | |
| In obedience to this order the account was accordingly delivered in to the ſaid Commiſſioners on the 30th of November 1763, with an additional charge of intereſt from the time it had been delivered in at the Office of Control at Hanover, being juſt one year, which intereſt, at the rate of 5 per Cent. per Ann. amounted to — — — — — | 936 | 10 |
| And made their whole demand — | 19666 | 14 |

Upon this account the ſaid Commiſſioners, on the 6th of November 1764, reported to the Lords of the Treaſury, as follows:

"We

"We have taken into our consideration an "account, presented the 30th of November "1763, by Mr. William Russel, on behalf of "Messr. Strucher and Co. for forage delivered "into magazines, and to the troops, for the use "of his Majesty's army, in the campaigns of "1761 and 1762, amounting to twenty-three "thousand one hundred and seventy-three "guilders five stivers, Holland's currency, and "do report,

"That the said demand is not founded on "any stipulation, agreement, contract, or au-"thority whereby it can become a charge a-"gainst the Crown of Great Britain.—We are "therefore of opinion, that the amount thereof, "being as above, twenty-three thousand one "hundred seventy-three guilders, five stivers, "Holland's currency, ought NOT to be paid."

The recital of a report so directly contrary to the fact is a sufficient refutation of it. This demand is *really founded upon express contract* with the Commissariate, and therefore is *a just and legal charge against the Crown of Great Britain*, and as such OUGHT TO BE PAID; --- *no* part of it is for forage delivered in the campaign of 1761, — so far from *the whole being for forage delivered into magazines and to the troops*, the charge on both these accounts does not amount to *one seventeenth* part of the whole, the other *sixteen parts and better* being for forage *taken, con-*



*consumed*, and *destroyed by the enemy*; and that even of these two articles, payment is engaged for the former, by the express terms of the contract, as also is every objection to the latter provided against by them, according to the implicit acknowledgment of the Commissioners themselves, as it is not to be doubted but they would have taken advantage of the clause of *forfeiture* of the whole, if they could have found the least colour for insinuating even a suspicion that the receipt from the Hanoverian Light Horse had been *bought* or obtained on any other account, than the actual delivery of the forage.

Should it be alledged, *that there is no express clause in the contract, to oblige the Commissariate to pay for forage taken by the enemy, and therefore the demand is not founded on contract*, &c. The answer is obvious.

In all contracts for supplying the army, two clauses were known to be so indispensibly necessary, that where they happened by any accident to be omitted, they were nevertheless always looked upon to be implied; because, without them, the contract must have been of no effect.

These clauses were, *That the Commissariate should furnish carriages to the contractors, for transporting their forage, &c. to the places where it was to be delivered by them*; and, *that the Com-*

*Commiſſariate ſhould pay for any that ſhould be taken by the enemy, in tranſporting to the magazines, in the ſame manner as if it had been actually delivered into them.*

The reaſons which made theſe clauſes indiſpenſible were theſe: On the army's entering into any country, an order was directly iſſued to the magiſtracies, that all the carriages which could poſſibly be ſupplied, ſhould be put under the immediate command of the Commiſſariate. Without their orders, therefore, no carriages could have been procured to deliver the forage, &c. and conſequently a contract for it would have been impoſſible to be fulfilled.

In the ſame manner, as it was impoſſible for the contractors themſelves to defend their forage, &c. while in tranſport from the enemy, the Commiſſariate was obliged to indemnify them, or no perſon would contract with them, and conſequently the army could not be ſupplied.

If it ſhould be replied to this, *that this forage was taken out of the contractors depots, and the barns of the farmers from whom it was bought, and not in actual tranſport*, the anſwer alſo is obvious. The Commiſſariate was to furniſh carriages to tranſport it from thoſe depots and barns, to the magazines where it was to be delivered. The contractors often applied for theſe carriages, but could not obtain them. The forage therefore remaining in them, was not owing to the fault or failure of the contractors, but of the Commiſſariate, and of courſe, the latter, not the former, are in the ſtricteſt juſtice liable to anſwer for that failure, as *the forage, ſo far as reſpects the riſque of its being taken by the enemy, muſt be conſidered to be in the ſame circumſtances as in tranſport, from the time that the carriages were applied for by the contractors to tranſport it.*



In a word, in this light was this affair viewed by Mr. Commiſſary Elliot, who was on the ſpot, who underſtood the nature, and was fully informed of the circumſtances of it; and who, on conviction of the juſtice of the caſe of the contractors, firſt gave orders, that their forage ſhould be received into the King's magazines at Meppen, and afterwards, on the approach of the French army, intended to have had it tranſported along with the King's magazines; but before this could be effected, it was taken by the enemy, as has been ſhewn before; as was alſo by the Commiſſariate a like demand of Meſſ. Albers and Co. for forage taken out of their depots at the ſame time and place with this which was allowed, and paid in Germany.

One circumſtance remains to be explained: This is, the difference between the amount of the account as ſtated here, and given in the report. This difference is an error of the claimants, who in their hurry, on the ſhort notice given them to bring their accounts, inadvertently omitted to allow for the expence of carriage, from

form the ſeveral places where the forage lay, to Greven, where it was to have been delivered, which error is here corrected, and that expence deducted.

As the reaſon therefore given for the rejection of this demand is utterly without foundation, the Claimants have an indiſputably juſt right to payment of the amount, being 18730 guilders, and 4 ſtivers, excluſive of the charge of intereſt, which is ſubmitted to diſcretion,



# STATE
OF THE
# DEMANDS
OF
## ANNE GERTRUDE SYMPSON,
UPON THE
## CROWN of GREAT-BRITAIN,
FOR

Loſs upon a Quantity of Oats ſaved from the Enemy, by tranſporting it from Holte, where it was collected to fulfil a Contract with the Commiſſariate, but remained undelivered for want of Carriages, to Appingadam, where it was ſold—for Demurrage to the Ships in which it lay—and for the Expences of tranſporting it, and of the ſale, &c.—And for a Number of Sacks deliverd to the King's Magazine-Keeper, by Order of a Britiſh Commiſſary, &c.

ON the 20th of January 1762, a contract was made at Munſter by and between Frederick Halſey, Eſq; on the part and behalf of the Britiſh Commiſſariate, and Anne Gertrude Sympſon, for herſelf, whereby the ſaid Mrs. Sympſon undertook to deliver into the magazines of the King of



Great

Great Britain, at Nordhorn and Nienhaus, four hundred lasts of rye, and three hundred thousand rations of oats; and five hundred lasts of rye and three hundred thousand rations of oats into the magazine at Meppen, within two months; for which the said Mr. Commissary Halsey agreed that she should be paid at the rate of one hundred and eighty-two guilders, Holland's currency, per last, for the rye in general, and eight stivers per ration for the oats delivered at Nordhorn and Nienhaus, and seven stivers per ration for those delivered at Meppen: in which contract, among other usual clauses, it was expresly covenanted by the said Mr. Halsey, that *if any part of the said rye, or oats, in actual transport towards these places, should be taken by the enemy, the same should be paid for by the Commissariate, on producing proof thereof*; and by the said Mrs. Sympson, that *if any fraud should be detected in making her deliveries, the whole to that time delivered should be forfeited to the Crown of Great Britain*, &c. &c. &c.

Pursuant to this contract, the said Mrs. Sympson delivered into the said several magazines eight hundred and thirty-five lasts of rye, and five hundred and twenty-nine thousand three hundred and eighty-two rations of oats, by the second of July following: the frost, uncommonly severe that year, and the inability of the Commissariate to supply her with the necessary carriages, having prevented her fulfilling her



her contract within the stipulated time, as the said want of carriages obliged her also to detain on demurage, near Holte, on the river Ems (whither she had brought the said rye and oats, as the place most convenient to the magazines) the vessels in which they had been brought, so long after the frost was gone, and the navigation of the river become practicable.

While she proceeded thus to fulfil her contract, as fast as she could obtain carriages, a sudden stop was put to her deliveries by the advance of the enemy, who on or about the 10th of July possessed themselves of Holte, and the whole country of Ems, where they seized and destroyed four lasts of rye, and thirty-four thousand eight hundred and twenty-nine rations of oats, part of those which she had collected there to fulfil her contract, and which remained on board the vessels undelivered, on account of the impediments before recited; as they must inevitably have taken the whole, had she not obliged as many of the boatmen as could get away, to retire to Apingadam, in the Dutch territories, where, to avoid the expence of detaining the vessels, she had them landed till she should receive farther directions from the Commissariate. What she had thus saved from the enemy was entirely oats; the four lasts of rye which they had taken being all that she had then at Holte.

Soon after these oats were landed at Apingadem, the enemy retreated; upon which Mrs. Sympson again applied repeatedly to the Commissariate for carriages to compleat her contract; but, instead thereof, received a written answer from Mr. Commissary Frazer, that it was not in his power to assist her with any carriages at that time.

The suspension of arms, which took place at that time, putting an end to all deliveries, nothing remained for her to do, but to apply to the office of Control for directions to dispose of these oats otherwise; which she accordingly did several times, but could never obtain any, though such directions were at that very time given to several other contractors, whose deliveries had been stopped, and the loss that accrued on the sale of their forage, &c. made good to them.

In this state of suspense she continued till the month of January following (1763) when she was advised to sell the oats (which had already suffered much by lying so long, and would be utterly spoiled if they should lie any longer) by public auction, for the account of the Commissariate, which, by every principle of equity and reason, was undoubtedly obliged not only to reimburse to her whatever loss should arise on the sale, together with the expences attending it, but also all the other expences which she had been



been at in the course of the affair, as these expences had evidently proceeded from the failure of the Commissariate to supply her with carriages in due time, and from her faithful care to save the oats from the enemy, for the use of the King, and accordingly she sold them, having first given notice to the office of Control of such her intention.

The quantity of oats thus disposed of was twenty-five thousand fifty-three rations, which sold in the whole for one thousand seven hundren thirteen guilders, three stivers and seven deuts, Holland's currency, as certified by the Magistracy of Appingadam.

Had these 25053 rations been delivered into the magazine at Meppen, the price at seven stivers per ration, according to contract, and this is the lowest of the two prices contracted for, would have amounted to

| | GUILD. | ST. | D. |
|---|---|---|---|
| | 8768 | 11 | 0 |

By deducting from which the price they sold for, amounting to

| | GU. | | |
|---|---|---|---|
| | 1713 | 3 | 7 |

And for the expence of carriages from Holte to Meppen, at the rate of $2\frac{1}{4}$ Mariengroschen per quintal per mile; the rate settled by T.

*Carried over.*

| | | |
|---|---|---|
| *Brought over,* — — | | GU. 8768 11 0 |
| *Brought over,* | GU. 1713 3 7 | |
| Orby Hunter, Esq; Intendant Gen. of Supplies, and allowed on other occasions — | 1550 0 0 | |
| | | 3263 3 7 |
| There is a loss of — | | GU. 5505 7 1 |

Which, as their not being delivered into the magazines was owing to the Commissariate's not furnishing her with carriages, and not to any failure of her's, is in the clearest manner, and the strictest justice, due to her; and this just debt, therefore, she has claimed, and still does claim, from the Crown of Great Britain.

It is to be observed here, that the quantity of rye and oats delivered into the magazines, and taken by the enemy, and the oats sold at Appingadam, fall short of the amount of the contract which they were collected to fufil; but the following account will set that deficiency in a proper light, and at the same time shew the uncommon severities which Mrs. Sympson has suffered in this affair.

The quantity of rye contracted for was nine hundred lasts, of which she had delivered into the magazines only 835 lasts, 56½ virups, by the second of July, when the approach of the enemy put a stop to her deliveries, which, with the four



four lasts taken, was all she had brought to Holte at that time; but she had provided the rest, and had it ready to be brought, when she could obtain carriages to transport it to the magazines.

But of the oats she had actually brought to Holte the 600,000 rations contracted for.

| | Rations. |
|---|---|
| Of these were delivered into the magazines --- --- --- | 529,382 |
| Taken by the enemy — — --- | 34,829 |
| Sold at Apingadam — --- --- | 25,053 |
| In the whole | 589,264 |
| Which are short of the contract | 10,736 |
| | Rat. 600,000 |

Which deficiency arose from the unavoidable waste in the oats lying so long in the boats and granaries, subject to vermin and various other damages, and falls a most heavy loss upon Mrs. Sympson, as she does not presume to demand payment for any more than she can directly account for, by the express attestation of the amount of the sale.

In the account delivered in at the office of Control at Hanover, and afterwards laid before the Commissioners for settling German Demands, the whole amount of the loss upon the sale at Appingadam was inadvertently charged, without making allowance for the

 expence

expence of carriage from Holte to Meppen; but that mistake is here rectified, and the demand consequently reduced from 6872 guilders, 11 stivers, 1 deut, to 5505 guilders, 7 stivers, 1 deut.

As Mrs. Sympson was obliged to pay interest for the money which she had borrowed to fulfil her contract, she thought herself entitled to receive the same from the Crown of Great Britain, and accordingly made a charge of 147 guilders, 15 stivers, as interest of 6872 guilders, 11 stivers, 1 deut, lost upon the sale at Apppingadam, from the 29th of June 1763, when she delivered in the account at the office of Control at Hanover, to the 1st of December following, when her accounts were laid before the Commissioners for settling German demands.

In the amount of this demand, though there was a mistake, proceeding from that which has been taken notice of in the preceding article, interest being charged upon the whole loss. But that mistake is here rectified, and the demand consequently reduced to 119 GU. : 5 ST. : 6 DE. Which, at five per cent. per ann. is the interest of 5505 guilders, 7 stivers, 1 deut, charged for the loss upon the sale at Appingadam to that time; which demand thus rectified, Mrs. Sympson humbly submits to equitable consideration.

The



The same failure of the Commissariate to furnish carriages, which had so long protracted Mrs. Sympson's deliveries, and thereby occasioned the loss and expences set forth in the preceding articles, occasioned also another expence, to which Mrs. Sympson cannot be subject. This is demurage to the masters of the vessels, in which the rye and oats had been brought to Holte, and which she was obliged to detain there, with the said rye and oats on board, waiting for carriages to transport them to the respective magazines.

This expence, amounting to 8224 guilders, 5 stivers, Holland's currency, she was obliged to pay directly; and thinking herself justly entitled to be paid, as the cause of it in no sense proceeded from her, she made, and still does make, a demand of repayment of it.

As this sum of 8224 guilders, 5 stivers, Holland's currency, was advanced by Mrs. Sympson for, and on the account of the Commissariate, because the said demurage had proceeded from their default, she thought herself justly entitled to interest for it, from the day she paid it. And accordingly charged it, amounting to 479 guilders, 15 stivers, which charge she submits to equitable consideration.

On the 30th of September 1762, Mrs. Sympson delivered into the office of Control at Hameln,

meln, the accounts of her deliveries on the above contract, as before recited, amounting to 164104 guilders, 18 ſtivers, Holland's currency, but did not receive payment thereof till the firſt of April following. In the account of her demands therefore, laid before the Commiſſioners, ſhe claimed 4127 guilders, 12 ſt'rs intereſt for the ſaid ſum for that time, being ſix months, at five per cent. per ann. which demand, as ſhe herſelf paid intereſt for the money at the ſame time, and was by her contract expreſsly entitled to payment, as ſoon as her deliveries of fifty thouſand rations of oats, and one hundred laſts of rye, and ſo on, were proved, ſhe humbly ſubmits to equitable conſideration.

While Mrs. Sympſon's deliveries were making on this contract, there being a deficiency of ſacks in the King's magazines, Mr. Commiſſary Frederick Halſey gave orders to Mr. Van Ee, her ſub-deliverer, to give ſacks along with theoats that he was delivering; in obedience to which order, the ſaid Mr. Van Ee delivered to the King's Magazine-Keeper, Mr. Ricke, ten thouſand two hundred ſacks, and received his receipt for the ſame.

For theſe 10,200 ſacks Mrs. Sympſon charged 8925 guilders, at the rate of a ducat for ſix ſacks, the price current at that time, and charged to her by the Commiſſariate for a thouſand ſacks,



ſacks, which ſhe had borrowed of the Magazine-Keeper at Munſter ſome time before, which ſum ſhe demanded in her accounts delivered in at the office of Control at Hanover, and to the Commiſſioners, and ſtill does demand.

On the 2d of October 1761, a contract was made by and between Mr. Com. Gen. Hatton on the one part, and Mr. Anthony Sympſon, merchant, on the other part; by which the ſaid Anthony Sympſon obliged himſelf to deliver into the magazine at Nienburg, from two hundred fifty thouſand to three hundred thouſand rations of hay and ſtraw of good quality; for which the ſaid Mr. Com. Gen. Hatton engaged to procure him payment at the rate of five ſtivers, Holland's currency, for each ration of hay and ſtraw, and that the payment ſhould enſue, as he produced proper vouchers for his having delivered 50,000 rations.

The outſtanding accounts of the deliveries upon this contract, amounting to 9315 guilders, 8 ſtivers, Mrs. Sympſon, widow and adminiſtratrix of the ſaid Mr. Anthony Sympſon, delivered into the office of Control at Hanover, on the 1ſt of April 1763, but was referred for payment to the Treaſury in England. On ſtating her demands, therefore, to be laid before the Commiſſioners, ſhe charged intereſt from the firſt of April aforeſaid, for this ſum, to the 30th of November, the day on which her

her accounts were made up for liquidation, being eight months, which intereſt, at 5 per cent. per ann. amounted to 310 guilders, 10 ſtivers; which ſum ſhe then demanded on the ſame principles with her demand of intereſt in the laſt preceding article, and now ſubmits the ſaid demand to equitable conſideration.

All theſe ſeveral difficulties and delays of payment involved Mrs. Sympſon in expences, to which, as the cauſe of them was directly contrary to the expreſs terms of her contract, ſhe thinks herſelf in no ſenſe ſubject. Theſe are the expences of attending the liquidation of her accounts at the office of Control in Hanover, and of coming to England, when the ſaid liquidation was referred to the Commiſſioners for German Demands, and waiting for their determination; which expences, in the accounts ſhe delivered in to the ſaid Commiſſioners, ſhe charged at 2236 guilders, 10 ſtivers, at the rate of one ducat per day, from the 1ſt of October 1762, the day when ſhe delivered in her accounts in Hanover, to the 1ſt of December 1763, the day when her accounts were made up to be laid before the Commiſſioners here, which ſum ſhe demanded then, and now ſubmits the ſaid demand to equitable conſideration.

Theſe demands were laid before the Commiſſioners on the 31ſt of December 1763, who, on



on the 16th of March 1764, made the following report thereon to the Lords of the Treaſury.

" On the account, N° 3, amounting to 6872 " guilders 11 ſtivers, and 1 deut, for oats which " were to have been delivered into the maga- " zine at Meppen, according to a contract made " by Frederick Halſey, Eſq; but on account of " the great froſt, and for want of carriages, " could not be tranſported from Holte, where " the ſame lay, but were carried back to Ap- " pingadam in Holland, and ſold there at pub- " lic ſale; we are of opinion, that as it does " not appear by the contract that the Com- " miſſariate was to furniſh carriages, and as " no authority is produced on which the ſale " was made, this demand cannot be conſidered " as a matter of charge, duely founded, againſt " the crown of Great Britain.

" On the account N° 4, for ſundry charges, " amounting to 24457 guilders, and 7 ſtivers, " we are of opinion, that there is not one ar- " ticle contained therein, ſupported by any au- " thority, to become a matter of charge againſt " the Crown of Great Britain."

Though the inſufficiency of the reaſons given for the rejection of theſe demands muſt appear at the firſt view, it may not be improper

proper to mention ſome particular circumſtances, which will throw ſtill a ſtronger light upon them.--- "Oats, which were to "have been delivered into the magazine at "Meppen, but, on account of the hard froſt, "and for want of carriages, could not be "tranſported from Holte, where the ſame "lay, but were carried back to Appingadam in "Holland, and ſold there at public ſale, &c." ---From this repreſentation, the obvious and natural inference is, that theſe oats were carried back to Appingadam, merely at the will and pleaſure of the contractor, without any neceſſity or other reaſon, but juſt becauſe they could not be tranſported to Meppen, on account of the hard froſt, for which nobody was anſwerable; and for want of carriages, which want, as far as appears here, proceeded from herſelf. But how diſingenuous this repreſentation is, and how different from the truth has been already ſufficiently ſhewn in the ſtate of this demand.

Equally inſufficient is the firſt reaſon given for their opinion, "that this demand "cannot be conſidered as a matter of charge "duly founded againſt the Crown of Great "Britain; namely, "its not appearing by the "contract that the Commiſſariate was to fur-"niſh carriages."---

To



To ſet the force of this reaſon in a proper light it is neceſſary to obſerve, that all the carriages of every country into which the Britiſh Combined Army entered, were immediately put under the direction of the Britiſh Commiſſariate, who always gave orders for ſuch numbers as were neceſſary for any particular ſervice, which orders were obeyed by the Magiſtrates of the countries, as far as was in their power; and without which orders no carriages could be obtained. The Commiſſariate always obliged thoſe to whom theſe orders were given to pay the owners of the carriages ſo much by the mile, according to a tariff, in all caſes where they were not themſelves immediately to pay them.

For this reaſon the general tenor of the contracts was, that the Commiſſariate ſhould furniſh carriages, or which is to the ſame purpoſe, orders to the magiſtrates of the country for them; and where this expreſs clauſe happened to be omitted, the Commiſſariate never attempted to take advantage of the omiſſion to refuſe giving ſuch orders, as they well knew that without them the contracts could not be fulfilled, as appears in the cleareſt light by the repeated orders given for them in this very caſe; as it alſo appears by their certificates, that Mrs. Sympſon's not fulfilling her contract in the limitted time, was owing to their not being able to furniſh her with a ſufficient number of

of carriages, the more immediately urgent occasions of the army requiring them elsewhere; and that they knew themselves to be answerable for the consequences of such a failure, though the furnishing of them was not expresly mentioned in the contract; according to that maxim in the law, that *what is necessarily understood is not wanting*.

Of the same equitable complection is their other reason, "that no authority is produced "on which the sale was made."

That such authority was urgently and repeatedly sued for by Mrs. Sympson, hath been already shewn, as it also hath, that like authorities were granted to others at that very time. Shall then her not being able to obtain that authority, be made an objection against her, by the very persons who would not grant it? as is literally the case; *one of the Commissioners who signed the report having been one of those to whom she so urgently and repeatedly sued for an order to dispose of the oats in question*; and would not this be suffering those persons *to take advantage of their own act of injustice*, contrary to an express maxim in the law of England, as well as the general and fundamental principles of all laws?---That the oats were honestly sold, and the price of them honestly placed to the credit of the Crown, is not, because it cannot, be



be denied! shall a cavil, then, of want of authority to sell them, be made an objection to to the sale? And would it not have been a much more just objection, had she suffered the oats to rot unsold?

There is one thing more, that will set this extraordinary affair in a light more striking.

It hath been observed in the state of this demand, that when the French possessed themselves of Holte, they seized and destroyed 4 lasts of rye, and 34,289 rations of oats, part of those which Mrs. Sympson had collected there to fulfil her contract. For this quantity of rye and oats, on her producing proper proofs of their having been so taken and destroyed, she received payment; as she was told she should have done for the rest, had she left it there to be taken by the enemy also, and not officiously caused it to be carried away, though it was thereby saved from being taken, and might have been delivered into the magazines for the use of the army, at an expence merely trifling in comparison with its value. — This requires no remark!

Most remarkable is the summary manner in which the other articles of her demands are all lumped in one general rejection, "as not supported by any au-

" thority

" thority to become a charge againſt the Crown " of Great Britain."

The charges of intereſt have already been ſubmitted to eqnitable conſideration; but there is one article to which this objection of want of authority cannot be made: This is a demand of 8925 guilders for 10200 ſacks delivered by Mr. Van Ee, Mrs. Sympſon's agent, to Mr. Ricke, the King's magazine-keeper, on the order of Mr. Commiſſary Halſey, as has been ſet forth in the general ſtate of her demands.

The diſingenuity of confounding this demand with others of ſo different a nature, is as conſpicuous as the cauſe is obvious, which certainly is, that no colour of reaſon could be given for rejecting it, had it been conſidered ſeparately. And that even the receipt of the Magazine-Keeper was a ſufficient authority to entitle her to payment for theſe ſacks, is evident from this, that the Commiſſioners themſelves thought an entry in a Magazine-Keeper's accounts of ſacks, lent to Mr. Roſe, a ſufficient authority to make him pay for them; as the Commiſſioners alſo received payment for theſe very ſacks of Mrs. Sympſon's, which were ſold for their account at the end of the war.

As



As the reaſons, therefore, given for the rejection of this demand, are utterly without foundation, the claimant has a juſt right to payment of it, amounting to 22654 guilers, 12 ſtivers, Holland's currency, excluſive of intereſt and perſonal expences, &c.