STATE
OF THE
DEMANDS
OF
Lieut. Col. de SCHEITHER.

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DEMANDS

OF

Baron G. H. A. de SCHEITHER,

LIEUTENANT COLONEL COMMANDANT

Of a Corps of Light Troops, in the Service of GREAT BRITAIN:

UPON THE

CROWN of GREAT-BRITAIN,

FOR

Money advanced by him, and Neceſſaries provided on his Credit, for the Uſe and Support of the ſaid Corps, during the late War in GERMANY.

LONDON:
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THE STATE OF THE DEMANDS OF Lieut. Col. de SCHEITHER.

ON the 19th of January, 1758, Baron G. Hen. Albert de Scheither, Lieutenant in the Hanoverian Horſe Grenadier Guards, and Aid-du-Camp to his Royal Highneſs the late Duke of Cumberland, and to his Serene Highneſs Duke Ferdinand of Brunſwick, received an order from his late Majeſty, George the ſecond, as Elector of Hanover, to raiſe a corps of light troops, to conſiſt of four hundred men, three hundred of them infantry, and one hundred cavalry, for the ſervice, and at the expence of the

Electorate of Hanover, and to take upon him the command of the ſaid corps, with the rank of Captain.

On the 25th of December, 1758, this corps was, with the other troops of the Electorate of Hanover, taken into the ſervice and pay of Great Britain; and in the month of November, 1759, was augmented with two hundred cavalry and eighteen canoniers, at which time Captain Commandant de Scheither was raiſed to the rank of Major, as he was in the year 1762 to that of Lieut. Colonel.

In the month of January, 1761, another augmentation, conſiſting of two hundred and eighty two men, one hundred and ſixty two of them infantry, and one hundred and twenty cavalry, was made to this corps, by order of his Serene Highneſs Duke Ferdinand of Brunſwick, Commander in Chief of the Britiſh combined Army; which two hundred and eighty two men were raiſed at the expence of Major De

De Scheither. By this augmentation the corps conſiſted of nine hundred men.

The nature of the ſervice of the light troops, who were continually in motion, and often at great diſtances from the eſtabliſhed bakeries of the army, making it impracticable for them to be regularly ſerved with bread from thence, it was the rule in the Hanoverian ſervice, for the commanders, *without any written order or contract*, to provide for their corps on ſuch occaſions, for which the Chancery of war ſettled with them at the end of every month, and reimburſed the money they proved to have advanced for this purpoſe, at the rate of 1R. 12MG. *per month*, for each man.

According to this rule, there was due to the Captain Commandant De Scheither, on the 25th of December, 1758, when his corps was taken into the ſervice of G. Britain R.177:18MG.:1½PF. for bread ſupplied by him to the ſaid corps, from the firſt to the 24th of December, 1758,

 inclusive

inclusive; the accounts of the former months having been all regularly settled and discharged by the Hanoverian Chancery of war.

When the care of supplying the troops was committed to the British Commissariate, no notice was given of any intention to alter this rule; and consequently Captain De Scheither continued to make provision for his corps, whenever it was necessary, in the same manner as he had done while the supplies of the army were in the hands of the Hanoverian Chancery.

The accounts of the bread, with which he had thus supplied his men in the year 1759, together with the arrear due for the month of December 1758, as before mentioned, were made up and laid before the Commissariate in the month of Feb. 1760, amounting to R. 5448:33 MG:6½ PF. it having been impossible for him, amid the variety of services in which he had been

been engaged in that most active year, to attend to making them up sooner; but instead of receiving payment as he expected, he was told, that Mr. Intendant General Hunter was just going to England, nor could any thing be done in the affair before his return.

It had also been the rule in the Hanoverian service for the commanders of the light troops to provide forage for their horses, whenever they were at too great a distance to be supplied from the magazines, for the same reasons as they provided bread for their men; for which forage the Chancery of War settled with and paid them, at the end of every month, as for the bread. According to this rule, Captain de Scheither had, on all necessary occasions, provided forage for his corps during the year 1758, the accounts of which were all settled and discharged when he was taken into the service and pay of Great Britain. As no notice was given of any design to alter

 this

this rule, Captain de Scheither continued to provide forage for his corps in the year 1759, the account of which amounting to R.9821:12MG. was made up, and carried on to the last day of January 1760, a month longer than the account for bread, because bread had been supplied by the country from the first of January 1760, by order of Prince Ferdinand; whereas forage was supplied only while the troops were in quarters, but paid for on the march; which account was presented to the Commissariate, at the same time with that for the bread, and put off with the same excuse.

This delay laying Major de Scheither under great inconveniencies, to avoid the like for the future he applied to Sir James Cockburne and Mr. F. Halsey, Commissaries-general, for their directions, who made a verbal agreement with him to provide bread and forage for his corps at the same rates which he had charged

charged in the accounts for the foregoing year; which he accordingly did, and received payment for, but still could not prevail to have the former account liquidated, though founded on the same reason, and supported by the same principles of equity.

According to this agreement Major de Scheither proceeded in the year 1761 to provide bread and forage for the augmentation of 282 men, made to his corps in that year, by the order of Prince Ferdinand, and gave in the accounts of them at the end of the year, made up conjointly with those of the rest of his corps, to the Commissariate; but the Commissaries, though they made no objection to the accounts for the rest of his corps, refused to admit this for the augmentation, because he did not produce the order of his Serene Highness for making that augmentation; and when he soon after produced it, the Commissariate was changed, nor would the new Com-

Commiſſaries enter upon any accounts which had been left unſettled by their predeceſſors; a practice often purſued, without regard to the reaſon of their being ſo left, or the diſtreſſes which the claimants were put to by ſuch a refuſal.

On the 29th of May 1758, Prince Ferdinand ordered Capt. de Scheither to croſs the Rhine with his corps, and attack a body of French at Homberg, between Weſel and Duſſeldorffe, and at the ſame time gave him a piece of cannon for that purpoſe; of the advantageous uſe made of which, in the ſignal ſucceſs of that attack, on the firſt of June following his Serene Highneſs was ſo well convinced, that he gave the Captain an order to keep that cannon for the future ſervice of his corps, and to make the neceſſary diſburſements for providing every thing requiſite for the uſe of it, which he accordingly did; and at the end of the war in 1762, made up the accounts of what he had ſo diſburſed, amounting to

to R.1505 : 24MG : 4PF. which he laid before the Control at Hanover, but could not prevail to have them liquidated, the Commiſſaries alledging that they had no authority to meddle with any matters of a date prior to that year.

The ſame reaſons of the continual motions of his corps, and the various and great diſtances from the body of the army, at which he was generally employed, which made it neceſſary for Col. de Scheither to provide bread and forage for them, as has been ſhewn before, made it neceſſary for him alſo to diſburſe the money requiſite for keeping their arms in repair, and providing ammunition for their uſe and ſervice; the accounts of which money ſo diſburſed, amounttng to R.2587 : 3MG. he preſented to the Control at Hanover, at the ſame time with thoſe for the ammunition, and was put off with the ſame excuſe.

For

For the ſame reaſons alſo, he had been obliged to provide medicines for the ſick and wounded men of his corps, while they were conveying to the eſtabliſhed hoſpitals, from which he was generally at ſuch a diſtance that without ſuch proviſion the men muſt have died before they could be carried to them; as he was likewiſe obliged to provide drugs for the horſes, whoſe continual and fatiguing ſervice expoſed them to more accidents and illneſs than thoſe of any other corps in the army, and made immediate relief indiſpenſibly neceſſary to their preſervation. The accounts of the diſburſements made by him for theſe two purpoſes, the former amounting to R. 2441 : 24 : 0, and the latter to R. 2237 : 2 : 0, were preſented to the Control at Hanover, at the ſame time, and refuſed liquidation, for the ſame reaſon with thoſe of the two laſt-mentioned articles.

On

On the order for bringing all outſtanding demands on account of the war, to be laid before Commiſſioners in London for liquidation, theſe demands of Col. de Scheither amounting in the whole R. 41503 : 1MG. : 2½ pf. were ſent over, and given in, in the month of December 1763, at the office of the ſaid Commiſſioners, who, on the 29th of January 1765, made the following report upon them to the Lords of the Treaſury.

"As this is the only account of the "kind which has been preſented as a de-"mand againſt the Crown of Great Bri-"tain, into this office, we ſhall make ob-"ſervations on each article apart, and then "report our opinion on the whole.

"On the firſt article, amounting to "R. 5448 : 13 MG : 6½ pf. in gold, we "obſerve that the bread therein charg-"ed, from the 1ſt to the 24th of Decem-"ber 1758, does not come under our con-"ſideration, as by the tenor of our com-

"miſſion

" mission we are precluded from receiving
" any demands, or examining any ac-
" counts, prior to the said 24th of Decem-
" ber 1758; and this part of the demand,
" if well founded, should have been settled
" with the Hanoverian Chancery of War;
" and for the remaining part, we find that
" the said Col. Scheither had no order,
" contract, stipulation, or authority from
" the British Commissariate, to supply his
" corps with bread; and further observe,
" that the said Col. Scheither settled ac-
" counts for bread and forage, with which
" he supplied his said corps, from the 1st
" of November 1760, to the last of May
" 1761, with Frederick Halsey, Esq; late
" Commissary of accounts in Germany,
" and received certificates for the same, and
" consequently payment on said certifi-
" cates; and if Col. Scheither's present de-
" mand for this article of bread supplied to
" his corps from the beginning of Decem-
" ber 1758 to the last of December 1759,
" had been well founded, Mr. Halsey would
" of course have settled this article, as well
" as

" as the others, previous to the supply of
" bread and forage wherewith he furnish-
" ed his corps from November 1760 to
" the end of May 1761; and we further
" observe, that this pretended supply of
" Col. Scheither is not supported by any
" contract for supplying the corps; or by
" regimental vouchers, proving that the
" corps was so supplied; and therefore
" we are of opinion that this article is no
" just demand against the Crown of Great
" Britain.

" On the second article, amounting to
" R.9821 : 12 MG. in gold, for forage
" said to have been purchased by Colonel
" Scheither, for his said corps, in the year
" 1759; we observe it is charged on a pre-
" sumption that Col. Scheither's corps was
" more than complete, and that these
" words, viz. " *assignations given by me for*
" *forage, which I paid for at* 12MG. *have*
" *been drawn on the Military Chest itself,*"
" are obscure, and want explanation; this
" question naturally arising,--on what Mi-
" litary

" litary Cheſt did Col. Scheither draw for
" this forage? If it was paid by the Mili-
" tary Caſh of Great Britain, Col. Schei-
" ther has no demand on the Crown! if
" from the Hanoverian Military Caſh, the
" demand ought to be made by the direc-
" tors of that caſh. But at all events, the
" reaſons for diſallowing the firſt article
" are applicable to this, viz. want of au-
" thority, order, or ſtipulation whereby
" Colonel Scheither was empowered to
" make this advance, which, if well found-
" ed, why were not theſe demands pre-
" ſented to Mr. Frederick Halſey, that
" they might have been liquidated pre-
" vious to thoſe given in by, and ſettled, and
" paid to Col. Scheither, from November
" 1760 to May 1761, for claims of the
" ſame nature? And it is further to be ob-
" ſerved, that this article is not in any wiſe
" ſupported by vouchers, or receipts for
" the forage delivered to the corps; nor
" by any document to prove that Col.
" Scheither purchaſed and paid for the fo-
" rage here charged: for all which reaſons
" we

" we are of opinion that this article is no
" juſt charge againſt the Crown.

" On the third article, amounting to
" 5195 Duc.: 1 R.: 35 mg. and the fourth
" art. amounting to 1153 D.: 1 R.: 30 mg.
" for bread and forage ſupplied to the ſaid
" corps, from 1ſt of Jan. to 1ſt of Decem-
" ber 1761,---we obſerve that this bread
" and forage is charged to the Crown for
" a ſupply to an augmentation of 300 men
" which Col. Scheither added to his corps,
" by order of his Serene Highneſs Duke
" Ferdinand, which augmentation took
" place the firſt of January 1761.

" Col. Scheither produces no contract,
" order, or ſtipulation by which he was
" authorized to provide this augmentation
" of his corps with bread or forage, nei-
" ther does he produce any receipts from
" the troops to prove that ſuch bread and
" forage was delivered to them; the atteſt
" given in by Col. Scheither to ſupport
" theſe two articles, only proving that the

" aug-

" augmentation was made by his Serene
" Highneſs's orders. We are therefore of
" opinion that the ſaid two articles can
" be no charge againſt the Crown of
" Great-Britain.

" On the fifth article, for a piece of can-
" non furniſhed to his corps, amounting
" to R.1505: 24MG.: 4FF in gold,—we
" obſerve that this article of charge is
" more fully explained by a particular ac-
" count given in thereof, and ſigned by
" Col. Scheither, which conſiſts of vari-
" ous articles, amounting to the above
" ſum, viz.
" For an artillery cart.
" For a new ammunition waggon and
cover.
" A number of horſes to draw the car-
riages, new harneſſes, collars, &c.
" For repairs of the carriages, ſmiths and
farriers labour for the horſes.
" For cloathing and maintenance for the
drivers.

" For

" For cannon balls, gunpowder and car-
" tridges.
" Pay, portions of bread, &c. furniſhed
" to a Subaltern officer, and four cannon-
" niers, &c.

" Inſtead of any authority to empower
" Col. Scheither to advance this ſum from
" any perſon lawfully authoriſed to grant
" the ſame, he produces an atteſt given to
" him, at his own requeſt, by the Hano-
" verian Chancery of War, whereof the
" following is a literal tranſlation:

" Whereas Lieut. Col. de Scheither
" hath clearly repreſented to the Chan-
" cery of war, that amongſt other ac-
" cidents happening to him, that of the
" death of his regiment's Quarter Maſ-
" ter, Roſencrantz, and the following
" long illneſs of his ſucceſſor Borneman,
" had occaſioned, among other papers,
" the loſs of the orders given out by Duke
" Ferdinand, which were in their hands;

" and

" and whereby the ſaid Lieut. Col. was
" authorized to make the needful diſ-
" burſements for furniſhing his corps
" with a piece of cannon, together with
" the ſundry appurtenances thereto be-
" longing; alſo to engage and pay the
" ſundry Artilleriſts and Train Servants
" neceſſary thereto; and whereas the
" Lieut. Col. hath occaſion for an atteſt,
" that the Chancery of War hath know-
" ledge of this affair, and of the advance
" made by him on his part, he having
" acquainted the ſaid Chancery there-
" with at that time: It is not only here-
" by atteſted on behalf of the ſaid Lieut.
" Col. that the ſaid Chancery is to all
" intents made acquainted that Duke
" Ferdinand did not only order a piece
" of cannon for the ſaid corps; but like-
" wiſe that the total equipment of the
" ſame, together with the maintenance
" of the Artilleriſts, was undertaken by
" the ſaid Lieut. Col. who actually ap-
" plied himſelf to the Chancery of War
" for his reimburſement; and deliver-
" ed

" ed in his account in the year 1759,
" though the ſaid Chancery of war could
" not engage themſelves to the payment
" of the ſaid demand, ſeeing that in
" their general publication, no Artille-
" riſts or Train Servants were inſerted
" or permitted. In confirmation of the
" premiſes, this atteſt is ſubſcribed by the
" Hanoverian Chancery of War, and
" ſealed with our ſeal."

" *Hanover Oct.* 20, 1763.

" At His Britannic Majeſty's Electoral
" Chancery of War.

" Signed

" VAN HARDENBERG.

" Which atteſt in our opinion is not ſuf-
" ficient authority for this article; but
" even ſuppoſing the authority admiſſible,
" not a ſingle account or voucher is pro-
" duced in ſupport of this charge; and
" therefore it can be no juſt demand a-
" gainſt the crown.

 " On

" On the 6th article for reparation of " fire arms, gunpowder and balls during " the years 1759, 1760, 1761, and 1762, " amounting to R. 2587 : 3 MG. in gold, " we obſerve that although there are pre- " cedents for granting the light troops an " allowance for the reparation of ſmall " arms; yet we apprehend that was on par- " ticular contracts, or by particular orders " from the Britiſh Commiſſariate; but Col. " Scheither has produced no ſuch contracts " or orders for this claim, and if he had, " the inſufficiency of the vouchers muſt " have deſtroyed it, they being ſuch as " cannot be admitted for any diſburſe- " ments whatſoſoever.

" On the 7th article for medicines ſup- " plied to the ſaid corps, amounting to " R. 2441 : 24 MG. in gold, and on the " 8th article for medicines for the horſes, " which the corps advanced during four " years from 1758 to 1762 incluſive, a- " mounting to R. 2237 : 20 MG. in " gold: We obſerve that the ſick men ſhould

" ſhould have been ſent to the hoſpitals; " and that medicines for the horſes and " farriery are always regimental charges; " except Col. Scheither had obtained a con " tract, or entered into any agreement, or " ſtipulation with the Britiſh Commiſſa- " riate for theſe articles of charge; beſides " the vouchers for medicines to the ſick " men, to ſay no worſe, are abſolutely in- " admiſſible; and with reſpect to the me- " dicines for the horſes, there are no vou- " chers produced of any kind to ſupport " the ſame. We therefore think theſe two " articles to be no juſt charge againſt the " crown.

" Having thus carefully examined the " foregoing account, and given our rea- " ſons for ſetting aſide each article, we do " report that the ſaid ſum demanded by " Col. Scheiter, amounting to R. 41503: " 1 MG : 2 ½ in gold being founded on no " contract, authority or ſtipulation, and " deficient in vouchers to prove the ſundry " diſburſements therein charged, is not

 " due

" due to the claimant, and therefore *ought* " *not to be paid.*

" We beg leave to add that Mr. Rofs, " on behalf of Col. Scheither, hath given " in a fupplement to the foregoing account " charging intereft on the feveral articles " thereof, amounting to R. 10,505:8MG. " 4½p.f. in gold; and alfo a claim for de- " fending actions at law brought againft " him by his creditors; from whom he " pretends to have borrowed the money " for his difburfements now demanded; " and for the expences of journies for his "officers infolliciting the liquidation of this "account: amounting to R. 3000 in gold, " on which fupplement we obferve that it " was prefented at this office long after the " time prefcribed to all German claimants " to give in their demands, which pre- " cludes us to take it under confideration: " But if that difficulty was removed, it " can never be a juft demand againft the " crown

" crown, as neither intereft nor expences " can become due on a demand which is " void of all foundation."

Though the foregoing ftate of thefe demands muft have obviated all neceffity of replying to moft of the reafons alledged in this Report for the rejection of them, yet a more particular anfwer fhall be given in a few words to every one feparately, in order to fhew, in a ftill ftronger light, the infufficiency and injuftice of them, except in the one inftance following.

" The firft objection againft the demand for bread, " that fo much of it as is " for the bread fupplied from the firft to " the 24th of December 1758, inclufive, " fhould have been fettled with the Hano- " verian Chancery of War," is admitted, and that part of the demands amounting to R. 177: 18MG: 1½pf, accordingly withdrawn. How juft it was to make fuch an error a reafon for rejecting the whole demand, need not be obferved.

The

The ſecond objection, of "want of "order, &c." is certainly one of the moſt extraordinary reaſons ever offered, for refuſing payment of a demand, the juſtice of which is not even attempted to be diſproved, as will appear from the following recapitulation of the circumſtances attending it.

In the Hanoverian ſervice, it was the rule for the Commanders of the light troops to ſupply their men with bread, without any particular order for that purpoſe. When theſe troops were taken into the ſervice of Great Britain, no notice was given, by the Commiſſariate, of this rule's being altered, and a particular order made neceſſary. To make the want of ſuch an order therefore a reaſon for refuſing payment for the bread, ſo ſupplied, is taking advantage of an act of omiſſion of the Commiſſariate, which the claimant could neither prevent, nor ſee an occaſion for preventing, than

than which nothing can be more flagrantly unjuſt.

Of the ſame nature is the next objection, that "if this demand had been "well founded, it would have been ſettled "by Mr. Commiſſary Halſey, along with that for the following year."—It was regularly, and in proper time, preſented to Mr. Hunter, who made no objection of any kind to it, but only deferred ſettling it till his return from England, whither he was juſt then preparing to go, and from whence he returned no more to the army. And when it was preſented to Mr. Halſey, he gave no other reaſon for refuſing to enter into any examination of it, but that it had been left unſettled by Mr. Hunter: a method of proceeding purſued in all the changes of the Commiſſariate, in many other inſtances beſide this, to the ſevere diſtreſs, and ſometimes ruin of the claimants. To give this therefore as a reaſon for totally

totally rejecting the demand, is the moſt barefaced inſult upon juſtice.

The ignorance from which the laſt objection to this demand, " that it is not " ſupported by regimental vouchers, proving that the corps was ſo ſupplied," evidently ſprings, is equal to the baſeneſs of the inſinuation, in the word *pretended*, that this bread was not really ſupplied. To prove this it is ſufficient to obſerve, that though receipts are given by troops for their *pay*, none ever are for *bread*, for this good reaſon, *that they could not live without it*; nor for money given in lieu of bread, becauſe they muſt have means to purchaſe it, if not ſupplied; whereas without their pay, for the preſent time, they might live. Unleſs therefore it can be proved, that the corps of Col. de Scheither was ſupplied with bread, otherwiſe than by him, the want of regimental vouchers is no prejudice to his demand of payment for it. Beſide, to whom, and by whom were ſuchvouchers to

to be given? The commanding Officer always gives receipts for every thing ſupplied to the corps under him. As Col. de Scheither therefore was always with his men, he muſt have given vouchers to himſelf, or elſe ſome officer immediately under his command muſt have given them to him, the former of which is abſurd, and the latter much more liable to objection than the want of them.

The ſame anſwers, reſpectively, refute the objections made to the demand for forage, ſupplied in the year 1759, as thoſe objections are the ſame, with the addition only of a remark, that theſe words in Col. de Scheither's account, " aſſignations given by me for forage, " which I paid for at 12 MG. have been " drawn on the Military Cheſt itſelf," are obſcure; in anſwer to which it is ſufficient to ſay, that any perſon who ſought not for obſcurity, muſt have ſeen that nothing elſe was, or could be meant by the expreſſion, but that a like charge for

for forage, and at the ſame price, had been paid by the Hanoverian Chancery of War, in the year preceding.

As to the obſervation, "that this "charge is made on a preſumption that "Col. de Scheither's corps was more "than complete," it is equally groundleſs and injurious in the implicalion. That his corps was *always* complete, always appeared to the Officers who paid them! How this could be, without having ſupernumerary men, the commiſſioners muſt explain, if they can! But for theſe men no charge was made, as the Commiſſioners were ſenſible, when they threw out this inſinuation, that is, if they examined the accounts with any care, the charge being only for the appointed number of the corps. That his countrymen ſhould be deſirous of ſerving under an active, ſucceſsful Officer, who ſhared his fortune with them, at a time when the calamities of war left them no other way of getting bread, but in the

the ſervice, was but natural; and this accounts for his being always more than complete.

The two firſt objections, made to the third and fourth articles in Col. de Scheither's demands, are ſufficiently refuted by the anſwers given to the objections made to the two preceding articles; but to the third it is difficult to give a ſerious anſwer.

By an agreement made with Sir James Cockburne and Mr. Halſey, Commiſſaries-general, in February 1760, Col. de Scheither was expreſsly authorized to ſupply bread and forage to his corps, without limitation to its then, or any other number. In January 1761, an addition of three hundred men was made to this corps, by order of Prince Ferdinand, the ſame authority by which 200 men had been added to its original eſtabliſhment, in the year 1759. This addition was employed and paid upon the

the ſame footing with the reſt of the corps. To this addition Col. de Scheither naturally ſupplied bread and forage, in the ſame manner, and on the ſame agreement as he had the year before ſupplied, and did for that year ſupply, the reſt of his corps, never conceiving it neceſſary to make a new agreement for it, or that it could enter into the head of any one to object, *that a part was not included in the whole*. The bare explanation therefore of ſuch an objection is a ſufficient refutation of it.

To the objections made to the fifth article, for the ſupply of a piece of cannon, &c. it is ſufficient to anſwer, that until any other authority, beſide that of the Commander in Chief, can be proved neceſſary or proper, in ſuch a caſe, Col. de Scheither will reſt his demand on that of Duke Ferdinand; and as to his not producing vouchers in ſupport of his charge, *he appeals to the ſervices performed by his corps, that this piece*

piece of cannon was well ſupplied; and until it ſhall be proved that it was ſupplied otherwiſe than by him, thinks theſe vouchers ſufficient.

To *the ſame vouchers* he appeals for proof that the arms of his corps were always kept in good repair, and always well ſupplied with powder and ball, in anſwer to the objection made to the inſufficiency of his vouchers for the ſixth article in his demands: at the ſame time that he knows not what more ſufficient vouchers could be produced for the repair of the arms, than the receipts of the artificers, who repaired them, which he produced. As to his not having proper authority, he had ſupplied theſe articles without any particular order or agreement, while in the Hanoverian ſervice, nor ever received notice that a different rule was eſtabliſhed in the Britiſh, as has been obſerved in other inſtances. That he did not officiouſly undertake this ſupply with a lucrative viewwill appear

 from

from the amount of his charge, if it is compared to that of any other regiment in the army, and the ſervices performed by his conſidered.

Equally groundleſs are the objections made to the 7th and 8th articles, "for "medicines for the ſick and wounded "men, and for the horſes." That the men ſhould be ſent to the hoſpitals is moſt certain! but were they to he left deſtitute of medicinal aſſiſtance, till they could be carried thither, eſpecially as they were often at the diſtance of ſeveral days journey from them? And for the medicines ſupplied on ſuch occaſions only, this charge is brought. As to the vouchers being inadmiſſible, it is difficult to conceive what others, beſides thoſe of the Surgeon-major appointed to attend the corps, which are here produced, could be admitted, or for what purpoſe he was appointed to attend the corps, if he was not to be ſuplied with medicines. —For the medicines for the horſes, no vouchers

vouchers could be had, but from perſons ſo immediately under the influence of the Colonel, that their vouchers would have been much more liable to objection, than his charge, as has been obſerved in another inſtance. But what other vouchers can with reaſon be required than the ſervices performed by the horſes, as it cannot be conceived that without ſuch they could have performed it. As to theſe medicines being a regimental charge, that is only with regular, and not with light troops; and accordingly theſe troops were paid for them in the year 1758, without any expreſs order by the Hanoverian Chancery of War, nor was any notice given by the Commiſſariate of that rule's being altered, which is a ſufficient anſwer to the objection of the want of ſuch order, &c.

The delay made in ſettling theſe demands gave riſe to two others, which were given in to the Commiſſioners on the

the 17th of December 1765; one of 10505R. : 8MG. : 4P. for interest; and the other of 3000R. for defending actions at law brought against him by the persons from whom he had borrowed money to buy, or taken upon his credit the articles for which he had made the former demands; both of which the Commissioners rejected in consequence of their having rejected the others upon which these are founded.

Though this reason has been sufficiently refuted by the refutation of that rejection, it may not be improper to explain the particular circumstances of these demands, in answer to an insinuation against the justice of them, in the words "*pretends to have borrowed.*"

That this money was really borrowed by Col. de Scheither for these purposes, and that he really had suits of law commenced against him for it, and for his other debts contracted on the said account, is sufficiently proved by his Majesty's having

having been graciously pleased to put a stop to those suits, in his Electoral dominions, for four years, in which time at the farthest the Colonel expected that he should receive the payment here claimed by himself to enable him to pay them; an interposition of grace never granted, but upon the clearest evidence of justice; as his being under a necessity of suing for such an interposition is the strongest proof of Col. de Scheither's disinterestedness and regard to justice, in all his transactions.

Having thus severally and fully refuted every reason given by the commissioners for rejecting his demands (except that of R.177 : 18 : 1½, for the bread supplied from the 1st to the 29th of December 1758, which he withdraws) Col. de Scheither thinks himself entitled by every principle of justice, to the payment of them from the crown of Great Britain.