STATE
OF THE
DEMANDS
OF THE

Inhabitants of the Electorate of
HANOVER,
UPON THE
CROWN of GREAT BRITAIN,
FOR

Deliveries of PROVISIONS, FORAGE, &c. made, and TRANSPORT-SERVICE performed, by them to the BRITISH Combined Army, in the Years 1759, 1760, 1761, 1762.

AND

To the BRITISH Troops, on their March homewards, in the Months of January, February, and March, 1763.

LONDON,
Printed in the Year MDCCLXVII.

ADVERTISEMENT.

The Particulars of the following Accounts, and the ſeveral Proofs by which they are ſupported, are not inſerted in this State, to avoid extending it to an inconvenient length; but are all ready to be produced, when called for.

STATE of the DEMANDS

OF THE

Inhabitants of the Electorate of HANOVER, &c.

THE heavy ſhare borne by the Electorate of Hanover, in the calamities of a war, in which it had no intereſt nor concern of its own, is too well known to require proof! The only reaſon for even mentioning it here, is to ſhew the juſt foundation of the claim of payment, made by the inhabitants for the various articles ſupplied by, or taken from them, for the ſupport and ſervice of the armies of Great Britain, engaged in carrying on that war.

The accounts of theſe articles were given in ſeverally, at the proper offices in Germany, as they were made up; and when theſe offices were cloſed, the ſaid ſeveral accounts were given in together, to the commiſſioners in London, who took them

under conſideration ſeverally, as they happened to fall in their way.

A ſhort view of the circumſtances which attended the riſe of theſe accounts, will beſt explain the reaſons of their being thus made up ſeverally, and at different times.

On the firſt opening of the war in Germany, in the year 1757, the care of providing for the army was committed to the Hanoverian Chancery of War, with whom it remained to the twenty-fifth of December 1758, when it was transferred to the Britiſh Commiſſariate.

In the courſe of this ſervice, it had been the rule with the Hanoverian Chancery to pay for all deliveries, authentically and properly proved to have been made to the troops, or into the magazines, without requiring any other authority for having made ſuch deliveries, than the wants and requiſitions of the ſaid troops, and officers of the magazines.

Of this rule the Commiſſariate declared no alteration; and accordingly the inhabitants continued to make their deliveries in the ſame manner, and with the ſame confidence of receiving juſt payment, as before; nor did the Commiſſariate object to

to making that payment, for want of other authority, when the receipts for ſuch deliveries were preſented to them, either by the proprietors, or by the bailiffs of the diſtricts, to whom they were entruſted by them, to ſolicit payment.

As many of thoſe proprietors were employed at great diſtances from the offices of the Commiſſariate, and as the bailiffs were continually harraſſed in the different ſervices of the army, or by the enemy, a great part of theſe receipts remained unpreſented every year; and even of thoſe, which were thus irregularly and ſeparately preſented, many were, in the multiplicity and hurry of buſineſs, miſlaid in the offices, to the great loſs of the claimants.

To obviate the confuſion which muſt inevitably ariſe from theſe unſettled accounts, the Regency iſſued an order, on the twenty-eighth of September 1762, whereby all the proprietors of ſuch receipts, and the bailiffs of the diſtricts, were enjoined to bring in to the bailiff Harding, (who was appointed Deputy of the States for that purpoſe,) before the laſt day of the following month of October, all receipts for deliveries made to that time, on penalty

 of

of being excluded from payment of ſuch as ſhould not be ſo brought in.

In obedience to this order, the ſaid bailiffs did accordingly bring to the deputy Harding, all the receipts in their hands, as did alſo the proprietors as faſt as they returned home, and could recover them from the places where they had lodged them for ſafety; which receipts the deputy ſtated in regular accounts, in the order they were brought to him, and laid before the Commiſſariate, as faſt as the ſaid accounts could be made up; but before they could be finally ſettled, the offices of the Commiſſar ate were cloſed, and the order iſſued by the Lords of the Treaſury, for bringing all unſettled demands on account of the war, to London, to be liquidated by commiſſioners appointed for that purpoſe; in conſequence of which order, theſe accounts which had been returned from the offices to the deputy, were ſent over by him, and laid before the ſaid commiſſioners, in the month of December 1763.

On the ſixth of November 1764, the commiſſioners made the following report on one of theſe accounts, amounting to 83281 Duc.: 2 R.: 20 Mg.

—" We

—" We have taken into our conſidera-
" tion that part of an account (preſented
" under numb. 58, in Mr. Leigh's liſt of
" accounts left in the office of Control)
" which relates to bread, and forage, fur-
" niſhed by the inhabitants of Hanover, a-
" mounting to 83281 Duc.: 2 R. and 20 Mg.
" —And in looking into an original conven-
" tion and agreement made between Mr.
" Harding, deputy of the country of Han-
" over, and ſir James Cockburne, dated at
" Gudenſburg, the twenty-eighth of July
" 1762, under which the whole of this
" demand was introduced, and on which
" the payment thereof was claimed, we
" found that the deliveries made during
" the campaign of 1762, commencing
" after the month of April, ſhould be paid
" for, at the following rates and propo-
" ſitions, &c.—

" We therefore entered into the examina-
" tion of the ſeveral receipts produced as
" vouchers of the deliveries; in the courſe
" of which we found ſeveral for deliveries
" made during the years 1759, 1760, and
" 1761, which we have laid aſide, as not
" coming either within the period ſpe-
" cially limited by the original con-

 vention,

" vention, or under any authority as yet
" produced.

" Having thus carefully gone through
" the ſeveral bundles of receipts, moſt of
" which had been examined in Germany,
" by Mr. Bromfeild, a deputy Com-
" miſſary properly authorized for that
" purpoſe, we next proceeded to draw up
" a ſtate of the whole liquidations of this
" demand, &c. and are of opinion that
" 41843 Duc. : 2 R. and 25½ Mg. &c.
" being the amount of that convention,
" ought to be paid.

" With regard to the ſeveral packets of
" receipts, laid aſide for the reaſons above-
" mentioned, we wrote to Mr. Beſt
" *(agent for theſe demands)* to know if he
" had any other authorities to produce in
" behalf thereof, before we would pro-
" ceed to reject them entirely; and he, in
" his anſwer thereto, declared himſelf un-
" able to produce any; yet he hoped upon
" further conſideration, it would be found
" that the ſaid convention fixed likewiſe
" for the previous deliveries.

" We therefore reconſidered this matter,
" and are confirmed in our opinion; yet in
" conſideration of the great deduction made
from

" from this account thereby, we have ad-
" mitted this ſettlement to have a retro-
" ſpect to the ſeventh of April 1762, be-
" ing the day on which ſir James Cock-
" burn joined the head quarters, at the
" head of the branch of ſupply, being
" twenty-three days, from which time
" only we have examined the ſeveral re-
" ceipts for deliveries made, during that
" interval, and found them to amount to
" 2985Duc. : 6 Pf. &c. which being added
" to the 41,843 Duc.2 R. and 25½ Mg.
" above-mentioned, makes the ſum of
" 44828 Duc. : 2 R. : 26 Mg. : 2 Pf. which
" we are of opinion ought only to be paid."

Though the foregoing account of theſe tranſactions totally overturns the principle upon which this report is made, yet, in order to ſhew the injuſtice of it in a ſtill more ſtriking light, it is proper to obſerve that the Commiſſariate in Germany, who were upon the ſpot at the time, and acquainted with all the circumſtances of theſe affairs, made no ſuch objection to the receipts produced to them for deliveries made in the ſame time, as the commiſſioners do here, *becauſe they well knew that no ſuch objection could with any ſhadow of reaſon or*

 juſtice

justice be made to them; as appears by a certificate of Mr. Commissary Thomas Halsey, dated at Hamelen the twenty-first of March 1761, for deliveries made in the months of *February*, *May*, *June*, *July*, *August*, *September*, *October*, *November*, and *December* 1760, *January* and *Febuary* 1761; in which certificate is quoted a publication of Mr. Commissary Hatton, promising payment for the same; and by another certificate of Mr. Commissary Halsey, dated at Stolzenau, the sixteenth of April 1762, for bread and forage delivered by the inhabitants of the country of Hanover to the troops, and into the magazines from January 1761, to January 1762, without any other authority than that, under which the deliveries here rejected were made; upon both which certificates, warrants were granted (on the former by Col. Peirson, and on the latter by sir James Cockburne) and payment accordingly made; and also by a letter from Mr. Hatton to Mr. Halsey, dated at Heildesheim the twenty-third of March, 1762, in relation to settling the price of the forage delivered by the country of Schaumberg Hesse, to the troops, during the whole war; wherein he expressly

expressly desires that account to be made up at the same price, *as paid to the country of Hanover*; which directly implies that a rate was settled for payment of the deliveries of the Hanoverian country, and consequently proves that these deliveries had been admitted, as properly made; which rate had been settled, *without any such limitation in point of time, as is affixed in this report*, by the appointments of sir James Cockburne, and Mr. Massow, the former dated at Hamelen the eighteenth of October 1761, and the latter at Eimbech on the twenty-fourth of November following; which appointments, letter, and certificates, are *express accords* to these deliveries, that in every respect entitle them to payment, equally with the *previous authority* required by the commissioners, according to the very letter of the rules given by the Lords of the Treasury, for their direction. To which it may not be improper to add, that much the greater part of these receipts had been examined, and allowed by Mr. Commissary Bromfeild, as they acknowlege in their report, and that he was properly authorized for that purpose, though, with a consistency peculiar to themselves, they

they pay no regard to his allowance of them.—

Upon the publication of this report, Mr. Beſt remonſtrated ſo ſtrongly againſt the manifeſt injuſtice of it, that the commiſſioners took the account again into conſideration, and on the fourteenth of March, 1765, reported to the Lords of the Treaſury,

--- " That Mr. Beſt, agent for the Ha-
" noverian demands, having produced to
" them a publication made by Baron
" Munchauſen, dated the thirty-firſt of
" January, 1761 (in conſequence of a re-
" quiſition made by Mr. Hatton for that
" purpoſe), wherein it is declared, that
" the forage delivered to the troops by the
" inhabitants of the principalities of Gru-
" benhagen and Gottingen, in the electo-
" rate of Hanover, during the canton-
" ments there, ſhould be paid for." ---
And,

--- " Secondly, a declaration in writing
" of ſir James Cockburne, dated at Hame-
" len, the eighteenth of October, 1761,
" by which it appeared that the forage
" delivered to the troops, within the electo-
" rate of Hanover, ſhould be paid for.---

" They

" They had therefore taken into conſi-
" deration that part of the account (under
" Numb. 58) which relates to deliveries
" of forage made by the ſaid inhabitants,
" on the aforeſaid authorities, the receipts
" for which were not included in the re-
" port of the ſixth of November, 1764,
" when they were obliged to examine that
" part only of the ſaid account, which
" came under the convention made be-
" tween ſir James Cockburne and Mr.
" Bailiff Harding, for the year 1762, as
" the only authority then produced; and
" in the courſe of their examination of
" the ſaid receipts, as they had entertained
" ſome ſuſpicions that the Reibenſteins
" were concerned as collectors of ſome
" part thereof, they had, agreeable to the
" caution given them by the Lords Com-
" miſſioners of the Treaſury, in Mr. Whate-
" ly's letter of the firſt of December, 1763,
" been particularly attentive and ſtrict in
" the examination of every circumſtance
" relative to this account.

---- " On the firſt of theſe authorities
" they had admitted only ſuch receipts as
" were for deliveries made within the re-
" ſpective limits of the principalities of

" Gruben-

" Grubenhagen and Gottingen, during the
" cantonment of the troops there, the pe-
" riod for which were restricted to the
" three months following the date of ba-
" ron Munchausen's publication; besides,
" as the Hanoverian Chancery had a spe-
" cial contract for the supply of Luckner's
" corps, then cantoned in those parts, they
" had taken particular care that no receipts
" given on account of the said corps were
" admitted in this delivery." --- That

--- " On the subsequent authorities, they
" had likewise taken care to admit only
" such receipts as were granted for delive-
" ries made since the eighteenth of Octo-
" ber, 1761, being the date of the said
" authority." --- And,

--- " That having thus gone through
" the examination of this demand, amount-
" ing to the sum of 37,845 Duc. : 1 R. :
" $11\frac{17}{40}$ Mg. --- they were of opinion that
" the ballance liquidated by an annexed
" state, amounting to 19,724 Duc. : 1 R.
" : $34\frac{15}{40}$ Mg. was a charge duly and suffi-
" ciently authorized and vouched, which
" sum ought to be paid," &c.

Though the facts mentioned in the former part of this state, obliged the commissioners

sioners to enlarge their system, and admit the farther sum of 19,724 Duc. : 1 R. : $34\frac{15}{40}$ Mg. yet even this is far from doing justice to the claimants.

The same reasons upon which this addition is made to the former account, if taken in their full intent and meaning, are equally applicable to the residue that is still rejected, as appears too evidently to require a repeated application of them.

Though even if these reasons could not be applied, there is not wanting another of still greater weight, and that is *the eternal and universal obligation to justice*, which can never be dispensed with by any human rules, by whatsoever authority ordained.

The deliveries, for which payment is here demanded, are not denied to have been really and honestly made, the principle upon which they are rejected being no more than want of a particular authority for making them; an authority, the indispensible necessity for which was not made known *till after the fact*, when all possibility of obtaining it was past; and consequently, which appears to have been made thus indispensibly necessary, only to obviate

obviate that which could not otherwiſe be avoided.

If the inhabitants of the country had not proper authority to make ſuch deliveries, why did the troops, why did the magazine-keepers, receive them? The only time when ſuch a want of authority could with any appearance of juſtice have been alledged, was when the deliveries were offered; and then only to ſupport the refuſal of them! But to make it a pretence for refuſing payment after the deliveries were received, and uſed, is one of the meaneſt as well as groſſeſt acts of diſhoneſty that could brand the character of a private perſon with indelible infamy! Whatever therefore was the authority for making theſe deliveries, the receipt of them is inconteſtibly a ſufficient authority to entitle the deliverers to be paid for them.

So groundleſs an objection as this, may appear unworthy of ſo particular refutation! However, as it is the general principle upon which the rejection of ſo great a part of this, and all the following accounts is founded, and conſequently is repeated in reference to each of them, it appeared neceſſary to refute it here *once for all.*

As to what is ſaid about Mr. Reibenſtein! To prevent any prejudice being raiſed by the obſcure manner in which it is mentioned, it may be neceſſary to ſet the fact in a clear light.

Mr. Reibenſtein had been a ſub-deliverer to Mr. Uckerman, in his contracts for ſupplying the army in the year 1760. Expecting to continue his engagements for the following year, he drew together a quantity of forage; but before he could conclude with him, a body of the combined army came that way, and being in want of forage, took his, and gave receipts for it, which his agent had drawn as given to Mr. Uckerman, judging that Mr. Reibenſtein would agree with him as before, and then theſe receipts might be regularly admitted in the account.

But, upon ſome diſagreement, all intercourſe of dealing was broken off between Mr. Uckerman and Mr. Reibenſtein; and conſequently theſe receipts, though filled up with the name of Mr. Uckerman, remained in the poſſeſſion of Mr. Reibenſtein, whoſe juſt property they really were; which receipts are included in this account, as belonging to a ſubject of Hanover.

But

But theſe are by no means the receipts, againſt which the caution was given in Mr. Whately's Letter.—A ſuſpicion having ariſen in Germany, that Mr. Reibenſtein, on his return from England, where he had been with Col. Pownal, had engaged, *in concert with ſome others*, in a ſcheme of buying up receipts, in expectation of being able *by ſome intereſt*, to get them liquidated, the Lords of the Treaſury, on receiving information of it, directed an enquiry to be made into the affair, and when the German demands were before the commiſſioners in England, ſent an order to them, on his coming over, as was ſuſpected, on the ſame errand, to be particularly cautious in their examination of all receipts exhibited by him; and ſuch *bought* receipts are thoſe referred to by Mr. Whately; and not the receipts for the forage really taken by the troops from Mr. Reibenſtein, under the name of Mr. Uckerman, which are the only ones in this account, in which he has any intereſt or concern.

This is the true account of this affair, which was ſo darkly expreſſed not without deſign, as ſome circumſtances in it, (omitted here for obvious reaſons,) were not held

held expedient by ſome perſons to be more explicitely entered into.

However, if the duplicity of Mr Reibenſtein's conduct in theſe myſterious tranſactions ſhould have raiſed a diffidence of him, in all his dealings, let him ſuffer for that himſelf, by the rejection of his own demands, without raiſing a prejudice againſt others, totally unconnected with him, and free from this, and every other impeachment of the kind.

In like manner will a more explicite repreſentation of the caſe remove the objection made to the receipts given by the troops under the command of General Luckner, "that the Hanoverian Chancery "had a ſpecial contract for the ſupply of "his corps."—

Whatever contract General Luckner may have had with the Hanoverian Chancery of war, it could be only for the ſupply of his own regiment; the receipts for deliveries made to which, in this account, are but very few, and to a very ſmall amount; the far greater number, in which his name is mentioned, and theſe to many times the amount of the former, being given by the ſeveral regiments that ſerved occaſionally

under him, in the ſeveral great detachments he commanded during the courſe of the war, and with the ſupplying of which he had no concern of any kind, his name being mentioned in the receipts only to aſcertain the time and reality of the deliveries for which they were given; as the commiſſioners would have found, had they taken the leaſt trouble to be informed in the circumſtances of the affair, before they proceeded thus arbitrarily to paſs judgment upon it.

If, therefore, there is any weight in this objection (which is by no means admitted to be the caſe, though the diſcuſſion of it would lead into too great a length here, and muſt conſequently be reſerved to the more particular examination of the account), it can affect only thoſe receipts given immediately by General Luckner's own regiment, and not by any other regiments that may have ſerved under his command.

From theſe inconteſtible facts, and reaſons, it is evident that theſe two reports of the commiſſioners are utterly deſtitute of foundation; and conſequently that the ſubjects of the electorate of Hanover have a right to be paid the deductions thus unjuſtly made

made from their demands, amounting, on this account, to 18,628 Ducats, and 22 Mgr.

Among the accounts, given in by Mr. Leigh, from the Office of Control, was one for bread and forage, delivered on the requiſition of Mr. Commiſſary General Hatton, by the people of the country of Hanover, to the Brunſwick auxiliary troops, on their march through that country, in May 1760.

The receipts of the ſaid troops for theſe deliveries were given in by the proprietors to Mr. Deputy Harding, in obedience to the order of the regency, and by him preſented to the Control; but before they could be ſettled, the office was cloſed, and this account brought over by Mr. Leigh, among thoſe which were then in the office, and laid before the commiſſioners in London, who, without ever entering into any examination of it, as appears by its not being even mentioned in their reports, returned it *cut* to the Agent, having firſt though kept back the original requiſition of Mr.

 Hatton,

Hatton, upon which theſe deliveries were made, and two receipts for 6700 portions of bread, and 3530 complete rations of forage, which comprehended nearly the whole demand; as they had alſo kept back a great number of the receipts produced as vouchers for the account here preceding this, without condeſcending to give any reaſon for ſo extraordinary a proceeding.

On this conduct no remarks can be neceſſary, nor any other argument, beſide this plain ſtate of the fact, to prove the juſt right of the claimants to payment of this account, amounting to 745 Duc. : 2 R : $5\frac{1}{2}$ Mg.

N°

N° 32.

THE next of theſe accounts is the thirty-ſecond, in Mr. Beſt's liſt of the accounts preſented by him, entitled,

"A General Account of Forage furniſhed "by the Inhabitants, and from the Ma- "gazines of the Hanoverian Chancery of "War, to different Parties of the Army, "during the Years 1759, 1760, and 1761, "amounting to 84026 R. : 21 Mg. : $6\frac{7}{10}$: "Pf."

As this account aroſe from the ſame facts, and is founded on the ſame authorities, and principles of juſtice, with the firſt in this ſtate (Numb. 58.) the reaſons given by the commiſſioners in their report of the twenty-firſt of June 1765, are the ſame for rejecting more than three fourths of the amount, excepting one of a moſt ſingular nature, which alone ſhall be conſidered here, as it cannot be neceſſary to repeat the other reaſons, or the refutation of them.

This reaſon is a groſs miſtake of the mode of delivery of a conſiderable part of the forage charged in this account, which

being ſtated in the title to have been "*furniſhed from the Hanoverian Chancery of* "*War*," they conclude not to come within the authority of ſir James Cockburne's letter of the twenty-eighth of October 1761, which ſays, that "the forage which the "country of Hanover ſhall furniſh to the "troops, or into the magazines, &c. ſhall "be paid for, &c. as ſhall 'that which they "receive directly from the peaſants," &c.

But before they took upon them to form this concluſion, they ſhould have taken care to know what was meant by *the magazines of the Chancery*, which in this inſtance were no more than depots of forage formed by the country people, for the better convenience of delivering it to the troops, or tranſporting it to the magazines, to which depots they gave this title, *becauſe they were formed by order of the Regency*, who on application from the Commiſſariate had directed the inhabitants to collect their forage thus together, but *without aſſerting any right to*, or *giving themſelves the leaſt concern in the diſpoſal, or delivery of it*. A circumſtance, of which the commiſſioners cannot be ſuppoſed ignorant, without a ſtrong impeachment of their qualification for ſuch a com-

a commiſſion! And if they were not ignorant of it, the inference from their making this miſrepreſentation is ſufficiently obvious.

Inſtead therefore of the deliveries made from the magazines, or depots, not coming within the authority of ſir James Cockburne's letter, if the circumſtances of them are attended to, they will be found to be expreſsly included under all the heads of it, as *furniſhed by the country to the troops, and into the magazines*; or *received directly from the peaſants*, whoſe property it continued to be, till it was ſo delivered out of theſe depots.

It may be proper to add, that the greateſt part of this account (that is, ſo much of it as he had time to examine) was examined and allowed by Mr. Commiſſary Dyer, who was acquainted with all theſe circumſtances.

As all the reaſons, therefore, given for rejecting ſo great a part of this account are thus proved to be utterly deſtitute of foundation, the claimants have an indiſputable right to payment of that part, ſo unjuſtly with-held from them, amounting to 64552 Rd. : 2 Mg. : 2 Pf.

N° 1.

THE account under this Number is the third in the ſupplement of Numb. 132, in Mr. Beſt's liſt, entitled,

" An Account of Forage and Bread, " furniſhed by the Inhabitants of the Prin- " cipalities of Callenberg, Gottingen, and " Grubenhagen, in the Years 1759, 1760, " and 1761, amounting to 16382 Duc. " : 11 Mg. : 7 Pf."

The facts from which this account aroſe, and the circumſtances of it, being invariably the ſame as in Numb. 58, and 32, the reaſons given by the Commiſſioners, in their report of the third of July 1765, for rejecting it all to 846 Du. and 19 Mg. are without variation the ſame alſo, (excepting that moſt notable one, ſagaciouſly founded on a miſtake, or miſrepreſentation, of the title in the latter) that is to ſay, *want of authority*; which reaſon has been ſo fully refuted in the anſwer to the report on the account, Numb. 58, as will appear, by

by reference thereto, that a repetition of that refutation muſt be unneceſſary.

As the report therefore, in conſequence of which ſo heavy a deduction was made from this account, is utterly unſupported by reaſon or juſtice, the claimants have an indiſputable right to payment of the part ſo deducted, amounting to 15536 Du. : 0 Mg. : 7 Pf.

N° 33, and N° 35.

THESE two accounts (Numb. 3, and Numb. 35, in Mr. Beſt's ſupplement to Numb. 132) are for bread delivered to the priſoners, and to the troops, in the years 1761, 1762, and in the beginning of the year 1763, amounting to 12533 Rd. : 33 Mg. : 6 Pf.

As ſoon as the receipts for the deliveries contained in the firſt of theſe accounts, were brought in to the Deputy, the account was made up, and laid before Mr. Commiſſary Dyer, at Hanover, as was, ſhortly after, the ſecond.

Juſt as Mr. Dyer had gone through the examination of the vouchers for the firſt account, and allowed them, he received an order to cloſe his office, upon which he returned that account, together with the ſecond, which he had not had time to examine, to the Deputy, who was thereupon directed by the Regency to lay them before Col. Fawcit, who was ſent over by the Lords of the Treaſury with proper powers to ſettle all the accounts of this nature.

But

But before Col. Fawcit could poſſibly go through the examination of them, he alſo received orders to go to Frankfort to ſettle the accounts of priſoners with the French Commiſſaries, for which purpoſe he took out of theſe accounts the original receipts of the priſoners for the bread furniſhed to them, leaving authenticated copies of them in their room, with the Deputy, which receipts were admitted in account by the French Commiſſaries, as there is ſufficient reaſon to conclude, from their not having been returned by Col. Fawcit.

On the order being iſſued for bringing all demands on account of the war, to be laid before Commiſſioners in London, theſe two accounts were brought over among the reſt, and given in at their office, in December 1763, who on the third of July 1765, made a report thereupon to the Lords of the Treaſury, by which they allowed of theſe two accounts only 33 Du. and 2 Rd. rejecting all the reſidue, for the uſual reaſon, of *want of authority*.

This reaſon has been ſo fully refuted, in the anſwer to the report on the account Numb. 58, that it cannot be neceſſary to enter into the refutation of it here. There

is

is one circumſtance though, in the report on theſe two accounts, too ſtriking to be paſſed over without particular remark.

In the title here prefixed to theſe accounts, they are ſaid to be "for Bread and "Forage delivered *to the Priſoners* and to "the Troops."—

That this title was juſt, and the bread really delivered to the former, as well as to the latter, appears from the authenticated copies of their receipts for it, delivered in with the account as vouchers for the ſaid deliveries, as has been ſhewn. Of theſe receipts though, the commiſſioners have not thought proper to take any notice, but have lumped the whole amount of the two accounts under the one head, *of deliveries made to the troops only*.

It would be doing violence to common ſenſe to ſuppoſe that this could have proceeded *ſolely from miſtake*, if it muſt be ſuppoſed that the accounts were in reality ever *even looked into*, however ſuperficially, as the vouchers for the deliveries made to the priſoners muſt have met their eyes at every turn.

As to their having admitted ſuch of the other receipts, for deliveries made to the troops,

troops, as were "*good and ſufficient vouchers*," it has been ſhewn already that all the receipts in the firſt account had been examined, and allowed by Mr. Commiſſary Dyer, who was on the ſpot at the time, and acquainted with the nature and circumſtances of them, and the authority by which they were ſupported; as there is no reaſon to doubt but he would alſo have allowed thoſe in the ſecond, had he had time to examine them, as they were equally regular, and juſt, with the former.—The objection therefore to their *goodneſs*, can be of no weight.

As the reaſons therefore given in this report for rejecting ſo great a part of theſe accounts are utterly without foundation, the claimants have an indiſputable right to be paid that part ſo unjuſtly with-held from them, amounting to 12432 Rd. : 11 Mg. : 6 Pf.

N° 34.

THE account (Numb. 34, in Mr. Beſt's liſt) is for "forage furniſhed by the "inhabitants of the country of Hanover, "to the depots of horſe eſtabliſhed there "by order of Duke Ferdinand, for re-"mounting the cavalry, --- and delivered "to different parties of the combined army "on their march, in the years 1760, 1761, "1762, and 1763."

The indiſpenſible neceſſity for keeping the cavalry always in proper condition for ſervice, obliged Duke Ferdinand to eſtabliſh depots of horſes in different places, from which the loſſes by ſervice, or diſtemper, might be immediately replaced.

Of theſe depots ſeveral were eſtabliſhed in the country of Hanover, where they were ſupplied with forage, by the inhabitants, on the engagement of the Regency that they ſhould be paid.

In conſequence of this engagement, the receipts for the forage, thus ſupplied to theſe depots, were regularly brought in to the

the Hanoverian Chancery of War, at the end of every month, by whom they were delivered, at the concluſion of the war, to the Deputy, who made up the account of this forage (under the title of *Forage furniſhed at the Expence of the Hanoverian Chancery of War*, becauſe he had received the receipts for it, from them) together with that of ſome that had been funiſhed to the troops occaſionally on their march through the Electorate during the war, the receipts for which could not be collected ſooner, for the reaſons mentioned in the general introduction to this State; and preſented it to the Control; but before it could be ſettled, the office was cloſed, and the order iſſued for bringing all demands on account of the war, to be liquidated by commiſſioners in London; at whoſe office it was given in accordingly, in December 1763.

On the twenty-fourth of July 1765, the ſaid commiſſioners made a report upon this account, by which they rejected the whole, to 100 Rd. : 8 Mg. for the general reaſon of *want of authority*; with reference though to an annexed State of the Account as made up by them, for particular objections to ſome particular articles.

The

The objection of *want of authority* has been ſo fully refuted already, that it cannot be neceſſary to ſay more upon it here, than that this account is in every reſpect circumſtanced exactly in the ſame manner, with that under N° 58, in the anſwer to the report upon which this objection is conſidered, as will appear by reference thereto.

Nor will the other objections referred to by the commiſſioners, in their ſtate of this account, be found of greater weight.

The firſt is to the firſt article, *For forage furniſhed to officers commanded to attend the depots of cavalry*, &c. *amounting to* 19399 Rd. : 15 Mg. : 7 Pf. " that " moſt part of the receipts are given by " theſe officers at the end of each month, " which is a ſtrong proof of being for va- " cant rations only, and not for forage " actually delivered."—

Before the commiſſioners preſumed to make an objection that implies ſo groſs an imputation upon the characters of the Hanoverian Chancery, they ſhould have taken care to be well informed of the circumſtance, upon which they founded it.

As the Chancery, by a punctuality that does them the greateſt honour, had always ſettled

ſettled their accounts at the end of every month, the deliverers of this forage thought themſelves juſtifiable in following the ſame method; and accordingly kept an account of their deliveries during the month, at the end of which they took one receipt for all together, which they carried to the Chancery, as hath been obſerved before: a method, in which there was no danger of miſtake, as the officers of the depots were ſeldom removed.

To the fourth article, for thirty rations of oats, amounting to 6 Rd. : 24 Mg. it is objected, that " the receipts import that " the forage was delivered from the King's " magazine."—

In anſwer to this, it is ſufficient to ſay, that no receipts given to a King's magazine could poſſibly be in the poſſeſſion of any private deliverer, as they were always indiſpenſibly kept by the magazine-keepers, for their vouchers; for which reaſon no deliverer, if not a fool as well as a knave, would have thought of bringing them into an account, had they, by any caſual, or indirect means, fallen into his hands; any more than the commiſſioners would have made the objection in this inſtance, had

 they

they underſtood the circumſtances of it; the reaſon of theſe receipts having been drawn in this manner being, becauſe the forage was delivered out of depots formed by the country people, as has been ſhewn in a former inſtance, by order of the Regency, to which depots the officers, who gave the receipts by miſtake, gave the title of King's magazines.

Beſide this refutation of the reaſons given for the rejection of this account, it may not be improper to take notice of ſome circumſtances attending it, which ſhew the injuſtice of that rejection in a light particularly ſtriking.

By the conſtant ſtyle and tenour of the receipts produced for theſe deliveries, it appears, that they were given on account of the regiments to which theſe depots belonged; and conſequently the amount of them charged to, and deducted from the accounts of the ſaid regiments, ſo that the crown has in reality been allowed that payment, which is here claimed to be refunded to the original, and juſt creditors. That the ſtyle and tenour of theſe receipts was ſuch as is here alledged, appears from the following literal tranſlation of one drawn exactly in the general form.

—" That the entrepeneur Mr. Grütter
" has delivered for the uſe of the depots
" belonging to Van Bremen's regiment of
" cavalry, 120 complete rations, which
" are to be charged to, and deducted from,
" the account of the ſaid regiment, is
" hereby atteſted."—

" Bohtmar, A. NIMITZ,
" July 30, 1762. Cornet."

Another circumſtance, not leſs ſtriking, is that on the breaking up of theſe depots, the horſes remaining in them were ſold for the account of the crown! and yet the forage which had been furniſhed for the ſupport of theſe horſes is refuſed to be paid for, without any allegation of its having been furniſhed in other manner than that for which payment is here claimed.

As all the reaſons therefore given by the commiſſioners for rejecting ſo great a part of this account are utterly without foundation, and as the injuſtice of that rejection is alſo aggravated by ſuch ſtriking circumſtances, the claimants have an indiſputable right to payment of that part ſo rejected, amounting to 22778 R. : 12 Mg. : 0 Pf.

N° 218, 222, 223.

THE three accounts under these numbers are for forage, bread, and sacks, delivered by the inhabitants of the electorate of Hanover to the troops, hospitals, and magazines of the British combined army, in and from the year 1759 to the end of the war.—And to the British train of artillery, on their return homeward through that country, from the beginning of November 1762, to the end of March 1763.

The reason of so many separate accounts, for deliveries made in the same years, has already been sufficiently explained.

Numb. 218 is an account of bread, forage, and sacks, delivered in and from the year 1759 to the end of the war. The engagements of the peasants in the service of the army, prevented their bringing the receipts, contained in this account, to the deputy time enough for him to make it up, before the Control was closed, whereupon he delivered it to Colonel Fawcit; but before

fore Col. Fawcit had time to settle it, he also was ordered away to Frankfort, as has been observed before, and therefore returned it, among the many others lying before him, to the deputy, who sent it over to London, to be liquidated by the Commissioners, in consequence of the order issued to that purpose.

This account amounts to 47814 Duc. : 2 Rd. : 26 Mgr.

Numb. 222 is an account of forage, bread, wheat, and sacks, delivered in and from the month of June 1759, to November 1762, to the magazines, hospitals, and troops of the British combined army.

The accounts of these several deliveries (in the vouchers for a great part of which prompt payment is expresly acknowleged to have been promised, by order of the Commissariate, but not to have been in the power of the magazine-keepers to make, for want of money) were presented to the Commissioners as soon as they could be made up, and by them referred to the Control; but before they could be settled the offices were closed, and the accounts returned to the deputy, who thereupon sent them over to London, &c.

 This

This account amounts to 13391 Duc. : 2 Rd. : 26½ Mgr.

Numb. 223 is an account of forage delivered in and from November 1762, to the end of March 1763, to the train of artillery, on their return through the country of Hanover to England, in consequence of the requisition of sir James Cockburne, as expresly acknowleged by him in his declaration of the twenty-ninth of March 1763, when he fixed the prices of the said deliveries.

This account, with all the vouchers, the greatest part of which are receipts given by English officers who attended the train, was presented to the Control at Hanover, by whom, on the closing of their offices, it was returned to the deputy, who thereupon gave it to Colonel Fawcit; but he also returned it, on his being ordered to Frankfort, upon which it was sent over to London, &c.

This account amounts to 2850 Duc. : 26 Mg. : 4 Pf.

On these three accounts, which had been given in at their office in December 1763, the Commissioners made the following report on the fifth of November 1765.

" The

" The accounts specified in the enclosed
" schedule, amounting together to the
" sum of 64057 Duc. : 14 Mg. being de-
" mands for country-deliveries of forage to
" his Majesty's allied army in Germany,
" the property of which, we apprehend,
" is not sufficiently ascertained; that is,
" the property in the present claimants is
" not derived from the state or government
" of those countries in which the delive-
" ries were made, in consequence of pub-
" lications issued by those governments 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 proprie-
" tors of that forage for which the receipts
" were given. We beg leave to acquaint
" you, that having laid this information
" before their Lordships, in our report of
" the first of June last, in order to receive
" their directions relative to the forage-
" receipts in question, their Lordships by
" Mr. Whatley's letter of the seventh of
" said month, were pleased, in considera-
" tion of the many frauds committed with
" regard to these receipts, to acquaint us

 " that

" that they were of opinion, that no de-
" mands for country-deliveries, founded
" on ſuch receipts, ſhould be allowed, un-
" leſs they were originally preſented, and
" are now ſolicited, either by the agent of
" the ſtate or countries in which theſe de-
" liveries 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 Lord-
" ſhips' ſaid orders, do report that the ſaid
" demands, amounting as above to the ſum
" of 64057 Duc. : 14½ Mg. ought not to
" be paid."

It ſhould ſeem by this report, that, conſcious of the injuſtice of it, the Commiſſioners were grown aſhamed to make any farther uſe of their general objection of *want of authority!* But, unluckily for their reputation, they have ſtumbled upon another in its place, that does as little credit to their care as that did to their judgment and regard to juſtice; as it is evident from the preceding ſtate of theſe three accounts, that they never gave themſelves the leaſt trouble to be informed of the circumſtances of them.

The

The receipts were all collected by the deputy of the ſtates, *in conſequence of a publication iſſued by the Regency* for that purpoſe! He received them from the *original proprietors of the forage*, to ſolicit payment for their uſe, as he would have proved, and will prove, if called upon! He originally preſented them to the proper officers in Germany! And, by his regular and legal appointment to a perſon of character in London, they were preſented to the Commiſſioners, and payment of them ſolicited by him for the ſaid *original proprietors*. All which circumſtances ſufficiently ſhew the inaccuracy of the reaſons given for the rejection of them, and conſequently the injuſtice of that rejection.

As every objection, therefore, made to theſe three accounts are proved to be directly contrary to the fact, the claimants have a juſt and indiſputable right to payment of them, amounting to 64057 Duc. : 14 Mgr. : 4 Pf.

N° 155.

THE account under this Number in Mr. Best's list, is for 976 quintals of rye-meal delivered, in 642 sacks, into the King's magazine at Lipstadt, on the requisition of his serene Highness Duke Ferdinand, amounting to 5893 Guilders: 13 St. : 4 Dts.

On the thirteenth of January 1761, his serene highness wrote from Uslar to Baron Munchausen, Privy Counsellor of the Hanoverian Chancery of War, requiring, among other things, that "one hundred "waggons, each drawn by four horses, "with proper conductors, should be got "ready in the county of Bentheim, in or-"der to be in Lipstadt on the first of Fe-"bruary following, each waggon to carry "from eight to ten quintals of rye-meal, "for which prompt payment should be "made. The said waggons to rest on the "second; and on the third to perform "transports to such places as should be di-"directed." And concluding with enjoining

joining this service to be performed "with "secrecy and care."

In obedience to this requisition the county of Bentheim sent this number of waggons, with the quantity of meal ordered, under the conduct of Mr. Kohler, a subordinate magistrate, who arrived at Lipstadt on the first of February, as enjoined, with 96 waggons, the other four having broken down on the way, as appears by a letter of Col. de Monroy, Commandant of Lipstadt, to Baron Munchausen, and there delivered the meal loaded on these 96 waggons, amounting to 976 quintals and 21 pounds, into the King's magazine, for which he received Mr. G. C. Frederick the magazine-keeper's receipt: after which he proceeded on the transport-service, to Warbourg, as directed; from whence he was afterwards sent to Westuffeln, where the head-quarters of the army were.

On his arrival there, he applied for payment for the meal delivered at Lipstadt, according to the promise of the Prince, but was answered by Mr. President Massow, that Mr. Hatton was then absent, but as soon as he should return, the money should be be paid; confiding in which, Mr. Kholer left

the magazine-keeper's receipt with Mr. Maſſow, to get the money for him and remit it to Bentheim, being himſelf ordered on farther tranſport-ſervice, that would not admit his waiting to receive it.

As ſoon as Mr. Hatton returned, Mr. Maſſow gave him in this receipt; but the continual motions of the army during that whole year prevented his ſettling this and many other accounts; and before he could attend to them in the next, Mr. Pownal arrived, to whom the ſettlement of all ſuch accounts was transferred, who would never ſettle any accounts of a date prior to his joining the army; in conſequence of which, on the cloſing of the office of Control, it was returned to the deputy of the States, and by him ſent over to London, to be laid before the Commiſſioners, who, on the ſixth of June 1765, made the following report thereon to the Lords of the Treaſury.

" The agent has not produced the ſaid " requiſition *(of his ſerene Highneſs Duke Ferdinand, on which this delivery was ſtated to have been made)*; " and the only voucher " brought to ſupport this claim is a copy " of a receipt of G. C. Frederick, magazine-

" zine-keeper at Lipſtadt, the original of " which is ſaid by Preſident Maſſow to " have been delivered to the Engliſh Com- " miſſariate; ſo that there is great reaſon " believe this demand has already been " ſatisfied.

" We therefore are of opinion, that this " demand, &c. is in itſelf ſuſpicious, and " is not ſupported by a proper authority, " or vouchers, and do report that it ought " not to be paid."

In anſwer to the objections upon which the rejection of this account is founded in this report: the original requiſition of Duke Ferdinand was thought to be a matter ſo univerſally and well known, that it was unneceſſary to produce it, eſpecially as there were many requiſitions in it beſide that upon which this delivery was made; and conſequently the claimants under each of them had an equal right to it, with thoſe of this demand. Had this objection though been communicated to the agent before the report was made, he would have found means to have removed it, by procuring the original requiſition! But to build upon it thus, *ex improviſo*, without any premonition or appeal to him, is taking a moſt unjuſt exception

tion to an omiſſion in itſelf really unexceptionable.

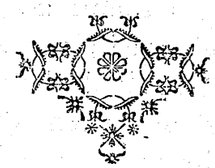
As to the *copy* of the magazine-keeper's receipt being the only voucher, &c. it is anſwered, that the original receipt was given to the Preſident Maſſow by Mr. Kohler; and by Mr. Maſſow to Mr. Hatton, as he expreſly atteſts at the foot of the copy; the reaſon of his giving which atteſtation was, that when this account was returned from the Control, the original receipt was wanting, having been loſt, or miſlaid in the office; whereupon the deputy applied to Mr. Maſſow, who well recollecting every circumſtance of the affair, gave this atteſted copy to ſupply the place of it, which it muſt, beyond a doubt, with every perſon acquainted with the character of Mr. Maſſow, and not deſignedly ſeeking matter of cavil.

The hypothetical concluſion, that *if this receipt really was delivered to the Commiſſariate, the demand might probably have been already ſatisfied*, is almoſt beneath an anſwer; as the inſinuation in it againſt the Hanoverian Chancery of War is altogether and in every ſenſe.

Whether

Whether it was paid, or not, was moſt eaſy to be determined by the pay-books, to which the commiſſioners might have had recourſe for information. While, therefore, ſuch a means of certainty was open, the laſt doubt in the caſe is not to be allowed, and moſt certainly concludes againſt their own inference; as it cannot be doubted but they would have adduced the record of the pay-book to prove the payment of it, had there been any record that would prove it.

The objections to the vouchers of this account being thus refuted (that of *want of authority*, which is here again glanced at, cannot require particular refutation!) the claimants have a juſt and indiſputable right to this demand, amounting to 5893 Guil. : 13 Strs. : 4 Dts.



N°

N° 55.

THE account under this number in the ſupplement to Numb. 132, in Mr. Beſt's liſt, is for wood and turf delivered by the inhabitants of the country of Hanover, for the uſe of the Britiſh combined army, from the ninth of February 1759 to the tenth of January 1763, when the ſaid army diſperſed.

It has been repeatedly obſerved, that while the care of ſupplying the army was in the Hanoverian Chancery of War, it was their rule to pay regularly for all neceſſary deliveries properly proved to have been made for the uſe of the army, without inſiſting on any previous agreement for making ſuch deliveries, as they were judges of the neceſſity for them, and of the juſtice of the prices charged; nor was there any alteration in this rule declared by the Britiſh Commiſſariate, when that care was transferred to them.

Purſuant to their accuſtomed practice, the inhabitants of the country of Hanover continued to ſupply the army with wood and

and turf for firing, when demanded, after the Chancery had ceaſed to have any farther concern with ſuch matters, never doubting, as indeed reaſon could ſuggeſt no doubt, but they ſhould be paid for them as they had been before; and brought the receipts to the Chancery, as uſual, judging that they could get them ſettled by the Commiſſariate readier than themſelves.

The demands of the army for theſe two articles were ſo very great in the winter of 1759, that the Regency were apprehenſive the country muſt be ruined, if obliged to ſupply them for the ſucceeding winters at the diſcretion of the conſumers, and therefore applied to Prince Ferdinand, in the next year 1760, to fix a regulation for the quantities to be furniſhed for the future; who, in his anſwer to their memorial, dated at Uzlar, on the fifteenth of December 1760, informed them, "that they muſt be "regulated according to the principles "adopted in the winters of the preceding "years; and that he had given orders to "Mr. Maſſow and Lieutenant-colonel Eſ-"torff to ſettle and draw up this regula-"tion:" which, Mr. Maſſow being abſent, Colonel Eſtorff accordingly did, on

 the

the ſaid fifteenth of December 1760, and his ſerene highneſs aſſented to it.

In the mean time (on the twelfth of the ſaid month) Mr. Hatton wrote from Uzlar to baron Munchauſen, to require ſix clafters of wood per day for the bakery, and at leaſt four times as many for the uſe of the head-quarters and the garriſon, which were accordingly furniſhed by the inhabitants, by order of the Regency.

At the end of the winter 1761, the Chancery of War made up the accounts of ſuch of the receipts for theſe deliveries as had been given in to them by the proprietors, and preſented it to Mr. Commiſſary Halſey, at Soltzenau, who, on the ſeventeenth of April 1762, certified them, upon which certificate payment was received.

The proprietors, in the mean time, continued to bring in their receipts to the Chancery, as faſt as their engagements in the ſervice of the army left them opportunity, till the twenty-eighth of September 1762, when the order was iſſued by the Regency for giving in all receipts to Mr. Bailiff Harding, appointed deputy for that purpoſe, as hath been obſerved before; in conſequence of which order all receipts remaining

remaining in the hands of the proprietors, from want of opportunity of giving them to the Chancery, together with thoſe which had been given to them, were delivered up to him.

Of theſe receipts the deputy made up a regular account, with all poſſible expedition, at the prices fixed by the Regency, according to the ſeaſons of the year when, and the ſituation and circumſtances of the countries by which, the deliveries were made; a proper attention to which occaſioned a variation in thoſe prices, which muſt neceſſarily be higher where wood was ſcarce, and at times when carriage was difficult, than when the roads were good, and where wood was plenty. As ſoon as this account was thus made up, the deputy delivered it, with the vouchers, to the Control, in whoſe office it lay till they were recalled, when it was returned to him, upon which he preſented it to Colonel Fawcit; but before he could attend to ſettle it, he was ordered to meet the French Commiſſaries at Franckfort; and therefore it was again returned to the deputy, who thereupon ſent it over to London, where it was laid before the Commiſſioners for

German demands, on the twentieth of December 1763.

On this account the Commiſſioners made the following report, dated Auguſt 12, 1765.

" We obſerve that no authority is pro-
" duced for ſuch deliveries as are charged
" in this account, from the ſaid ninth of
" February 1759, to the firſt of May 1762,
" when a regulation iſſued by ſir James
" Cockburne, for ſupplying the army with
" wood and turf, took place; for which
" reaſon we have rejected all receipts for
" wood and turf, of a date prior to that
" day, as deliveries made without contract,
" or not founded on any order, treaty, or
" regulation, amounting to 71031 Rd. :
" 15 Mgr. : 1 Pf. in gold, except the ſum
" of 2566 Rd. : 9 Mgr. which is referred
" to Mr. Biſhop, late director of the ho-
" ſpitals in Germany.

" For the remaining part of this de-
" mand (having adopted the foreſaid re-
" gulation as a ſufficient authority), we
" have examined the vouchers, and find
" that there has been delivered the fol-
" lowing quantity of wood, at the rate
" ſpecified in the regulation, &c. --- And
" we

" we are of opinion, that there is only
" due on this account of 85157 Rd. :
" 34⅛ Mgr. to the ſaid Chancery of War
" at Hanover, the ſum of 11560 Rd. :
" 10 Mgr. in gold, which we do report
" ought to be paid."

The objection of *want of authority* has already been ſufficiently anſwered. Beſide, the application of it in this inſtance is moſt extraordinary: the regulation made by lieutenant-colonel Eſtorff on the fifteenth of December 1760, is certainly an *authority* for the deliveries made after, and purſuant to that regulation, as the reference, in his ſerene Highneſs's ſaid order, to the regulations of the preceding winters, is an *accord* to the deliveries made in thoſe winters, that gives an indiſputably juſt right to payment for them: --- and if theſe ſhould not be thought ſufficient, the *expreſs requiſition* of Mr. Commiſſary-general Hatton, of the twelfth of the ſame month of December 1760, made from the head-quarters where that regulation was ſettled, and but three days before its publication, ſo that he cannot be ſuppoſed unconſulted upon the terms and principles upon which it was made, is ſuch an *accord* to it, and to

 thoſe

thoſe principles, as could not have been diſputed by the Commiſſioners, according to the letter of the directions given to them, had they happened to have taken notice of it.

Of the juſtice and ſufficiency of theſe authorities the Commiſſariate was ſo well convinced, that they directed the accounts of ſuch deliveries to be ſettled, as appears by Mr. Commiſſary Halſey's certificate, dated at Stolzenau, April 17, 1762, of one of theſe accounts for deliveries made in the years 1759, 1760, 1761, in which certificate he expreſly quotes a letter written to him by Colonel Peirſon, the ſixth of March preceding, and ſaying, " that the " wood furniſhed in a friend's country was " judged reaſonable to be paid for," --- as his authority for certifying the ſaid account; and alſo admits the atteſtation of the Chancery of War for the prices charged: of which *certificate*, and the *quotation* in it, though *expreſs and direct accords* to theſe accounts, they took no more notice than of the preceding *authorities*; whether from *overſight* or by *deſign*, makes no difference in the ſeverity ſuffered by the claimants.

They

They did not, though, treat all demands of this kind with the ſame inattention.---- In their report of September 21, 1764, upon the demands of the town and bailiwic of Amæneburg, for wood and forage, " they found it *juſt* and *reaſonable* to allow " the ſame price as they had fixed for the " country of Munſter." If the reaſon of this difference ſhould not be obvious: Theſe were *occupied countries of their enemies*, with whom they could not make ſo free as with *their friends*. Such conduct precludes remark.

As to that part of this account which is referred by the Commiſſioners to Mr. Biſhop, late director of the hoſpitals in Germany, it is worthy of remark, that in the very next paragraph of the report, ſucceeding that reference, this part, ſo referred, is rejected, as they give their opinion that there is only due on this account of 85157 Rd.: 34⅛ Mgr. the ſum of 11560 Rd. : 10 Mgr. in gold, in which the referred ſum of 2566 Rd. : 9 Mgr. according to their accuſtomed conſiſtency, is not included; and conſequently that ſum could not have been paid, even had Mr. Biſhop allowed it; whereas he would never enter

 into

into any examination of the account, as it was not directly enjoined him by proper authority; ſo that the reference was merely illuſory in every reſpect. --- The reaſon of this account's having been brought in the name of the Hanoverian Chancery of War, has been ſufficiently explained in other ſimilar inſtances.

As the reaſons therefore given for rejecting ſo great a part of this account are utterly without foundation, the claimants have an indiſputably juſt right to be paid that part ſo with-held from them, amounting to 73597 Rd. : 24⅛ Mgr.

N° 43.

THE account under this Number in Mr. Beſt's liſt, is for hire, due, by agreement, to certain inhabitants of the country of Hanover, for a particular number of waggons and horſes, called the Hanoverian Country or Land-train, which was eſtabliſhed by the Chancery of War, at the requiſition of his ſerene Highneſs Duke Ferdinand of Brunſwick, and attended the ſervice of the army from the twenty-eighth of January to the firſt of May 1761.

When the care of ſupplying the army was transferred from the Hanoverian Chancery of War to the Britiſh Commiſſariate, theſe latter, from their want of acquaintance and influence in the countries which were the ſeat of war, were, upon ſeveral occaſions, obliged to have recourſe to the Chancery for aſſiſtance.

One of the inſtances in which this aſſiſtance was moſt materially neceſſary, was in providing carriages for the tranſport-ſervice, which were ſo difficult to be obtained

tained in the countries, with the Regencies of which the Commiſſariate had not ſuch intereſt, that the weight of this ſervice lay almoſt entirely upon the country of Hanover during the whole war.

In the courſe of this ſervice, ſo many of the carriages were worn out, broken, and loſt, and ſo many of the horſes diſabled, or killed, that in the beginning of the year 1761, the Regency found that if all the carriages of the country ſhould continue liable to be called for indiſcriminately on all occaſions, and kept out at diſcretion, the inhabitants muſt be ſoon ruined; and therefore propoſed to Duke Ferdinand to eſtabliſh a particular train for the conſtant ſervice of the army; which propoſal his ſerene Highneſs ſo greatly approved, that he cloſed with it directly, without even giving them time to write to their Sovereign for his approbation; of which, and of the inſtant neceſſity for ſo doing, he gave them an expreſs atteſtation, dated at Uzlar, January 3, 1761, to juſtify their compliance.

In conſequence of this, his ſerene Highneſs ſent an order to Baron Munchauſen, dated at Uzlar on the thirteenth of the ſame

ſame month, "that four hundred waggons, "each drawn by four horſes, ſhould be at "Hoxter on the firſt of February following, to proceed from thence, on the third, "in the tranſport-ſervice of the army.--- "And that one hundred from the county of "Bentheim ſhould be at Lipſtadt on the "ſame day, and for the ſame purpoſe; each "of which waggons to be loaded with rye-"meal to the ſaid places, and to be put "under the care and guidance of a cer-"tain number of conductors and inſpectors. "---- The hire of which waggons, with "the horſes, was appointed at half a Louis "d'or per day for each, by a letter of the "firſt of February from Mr. Maſſow and "Mr. Hatton, to Baron Munchauſen, in "confirmation of a verbal agreement be-"fore made; in which letter the con-"ductors, &c. of the ſaid waggons are of-"fered to be taken into the immediate "ſervice and pay of the Commiſſariate, "during their attendance on the army:" ---Which number of five hundred waggons was accordingly provided, and ſent as directed; as appears by the orders given for their farther ſervice, when they ſhould arrive at the ſaid places, by Mr. Maſſow, of the

the Commiſſion of Supply, in his letter of the twenty-fifth of January, from Uzlar, to Baron Munchauſen; and by the receipt of Mr. Frederick, magazine-keeper at Lipſtadt, for the meal delivered there on the ſecond of February, by the waggons of the county of Bentheim, and the letter of Colonel de Monroy, Commandant at Lipſtadt, to the ſaid Baron Munchauſen, acquainting him that the ſaid waggons were to ſet out, according to orders, the next day, to tranſport forage to Warbourg.

This train of five hundred waggons was put under the four Directors, Kuckuck, who had the care of two hundred, Winckelman, Martefeld, and Engelbrecht, of one hundred each, with orders to obey the directions of the Commiſſariate, and make reports to them of the ſervices they ſhould perform; as appears by a letter dated Neuhaus, April 12, 1761, from Mr. Maſſow and Mr. Hatton to the Baron Munchauſen, in which they inform him, that they ſent him thirty-ſix tranſport-paſſes, " *with as* " *many ſchemes of tranſport-reports*, which " they deſire him to deliver to the appoint- " ed Commiſſary *(or Director)* of the " train; the firſt to ſerve as a ſafe-guard for

" for his tranſports; and the ſecond, for " filling up one of them every day, which " he was to ſend to them, whereby they " might be ſucceſſively acquainted with the " ſtate and ſucceſs of theſe tranſports." --- And,

That by the train here mentioned is meant this Hanoverian train, appears alſo by a preceding paragraph in that letter, in which it is expreſly ſaid, " that the tranſ- " port from Hoxter to Brackel (which was the object then in view) " muſt be per- " formed by three hundred waggons of the " *Hanoverian Country-train*."

The account of the hire due to this train, according to the conditions, and by the agreement before-mentioned, was made up to the firſt of May, and preſented to the Commiſſariate, from whence it was referred to the Control, where it was ſuffered to lie unnoticed till the offices were cloſed, when it was given to Colonel Fawcit; and on his being ordered away (as hath been obſerved before) was ſent over to England, to be laid before the Commiſſioners for German Demands, who, on the third of July, 1765, made the following report thereon to the Lords of the Treaſury.

" We

" We have taken into conſideration an
" account of the Hanoverian Chancery of
" War, &c. --- which is claimed under a
" ſpecies of contract, for a diſtinct ſervice
" to be performed by a kind of proviant
" train.

" We are therefore of opinion, that as
" the pay was to commence as ſoon as the
" ſeveral waggons were delivered to the
" Commiſſion of Supply, it was neceſſary
" that the claimant ſhould produce the
" following proofs, viz.

" Firſt, The preciſe day the ſaid carri-
" ages were delivered — the perſon to
" whom the deliveries were made — the
" numbers delivered — and the time when.

" Secondly, That the tranſport being to
" be performed at the diſpoſal, and under
" the direction of the Commiſſion of Sup-
" ply, their arrangements and orders, or
" thoſe of ſome other perſon or perſons
" appointed by them, muſt appear for each
" tranſport; as alſo the certificate of that
" Commiſſion, or of ſome perſon or per-
" ſons duly authorized by the ſaid Commiſ-
" ſion, of the ſervices performed.

" Or, Thirdly, In every article of Ma-
" gazine, Bakery, or Regimental Tranſ-
" ports,

" ports, the particular atteſtation of the
" magazine-keepers, directors of the bake-
" ry, or quarter-maſters of the regiments,
" ſhould have been produced in this caſe,
" as the ſame has always been required in
" every former account of tranſport.

" As Mr. Beſt, having been required to
" prove the above-mentioned points, has
" declared that he is unprovided of the
" neceſſary documents, and unable to
" give the ſatisfaction demanded, we are
" of opinion —

" That this account is not ſupported by
" any proper or ſufficient vouchers, or autho-
" rities produced to us; and we do therefore
" report, that it ought not to be paid."

The preceding ſtate of this account has made a particular anſwer to this report unneceſſary; the charge in it being ſupported by the very proofs here required, as the Commiſſioners muſt have ſeen, had they taken the trouble of attending, and would pay regard to them.

The authorities, for inſtance, under which it is claimed (though termed only a *ſpecies of contract*) is an expreſs appointment of Duke Ferdinand, accorded to by the Commiſſioners of Supply! — The ſervices

 performed,

performed, were by the expreſs orders of the ſaid Commiſſioners! — The hire demanded, is that expreſly fixed by them! — The preciſe time when the train entered into the ſervice of the army, and the particular ſervices performed, are proved by the orders given them, and the proper atteſtations of their having fulfilled the ſaid orders! — And the proper proofs of all theſe particulars were given in along with this account! — What other proofs the Commiſſioners might be pleaſed to require, the agent may naturally be ſuppoſed unable to produce; as no other could poſſibly have been thought neceſſary to procure in ſupport of the demand, beſide theſe here mentioned. Why this account was given in in the name of the Hanoverian Chancery of War, has been already ſhewn in other ſimilar inſtances.

As the reaſons therefore given for the rejection of this account are utterly without foundation, the claimants have an indiſputably juſt right to the payment of it, amounting to 121783 Rd. : 4 Mgr. 4 Pf.

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N°

N° 52.

THE account Numb. 52, in Mr. Beſt's liſt, is for horſes and carriages furniſhed, and tranſports performed for the ſervice of the Britiſh combined army, by the peaſants of the ſeveral bailiwics of the country of Hanover, in and from the year 1759 to the end of the war. — And by the Hanoverian Country- or Land-train, from the firſt of May, 1761, to the end of Auguſt 1762, when that train returned home.

The circumſtances which gave riſe to theſe two accounts, have been ſufficiently explained in the preceding ſtate; as have alſo the authorities by which the latter is ſupported. The former, beſide the general equity of paying for ſervice performed, is alſo ſupported by Mr. Hunter's tariff of the twenty-fourth of November 1758, by which the price, at which carriage ſhould be paid for, was fixed.

Theſe accounts, the former amounting to 276749 Rd. : 13 Mgr. the latter to

116593 Rd. : 18 Mgr. : $6\frac{7}{11}$ Pf. were made up separately, as soon as the continual employment of the peasants, in the service of the army, gave them time to bring in their vouchers, which was not before the end of the war, and sent over to be laid before the Commissioners for German demands, who, on the tenth of February 1766, made a report upon them to the Lords of the Treasury, in which they considered them jointly, and admitted no more than 118594 Rd. 16 Mgr. 4 Pf. of the amount of both.

The length and intricacies of this report, from frequent repetitions and unnecessary references, making it equally unnecessary and improper to insert the whole here, the reasons upon which the rejection of so great a part of these accounts is founded, shall be extracted, and considered in their full and proper force and meaning.

On the latter of these two accounts (that of the Country- or Land-train), which the Commissioners take first into consideration, they observe, " that the only difference " between that separate account, of the " Land-train (which they had rejected under Numb. 43, and which precedes this), " and the sundry charges made likewise in " the

" the present account, &c. lies in the " manner of vouching these transports,— " those charged in the separate account, " Numb. 43, being all vouched by mere " reports of the sundry inspectors, or other " persons employed by the Hanoverian " Chancery of War, whose titles and cha- " racters are seldom or never therein ex- " pressed; — whereas in this present ac- " count they are vouched either by general " certificates, given by magazine-keepers, " testifying the time those waggons were " employed in the service, or by the bills " of loading, and the receipts of the re- " ceiving magazine-keepers.—And there- " fore, as they had rejected the separate " account, N° 43, for want of sufficient " vouchers and authorities, so they rejected " also so much of the present account as " was not supported by such vouchers " and authorities as they could admit, " — which vouchers they liquidated upon " the usual footing of $2\frac{1}{2}$ Mgr. per quintal " for each mile, agreeable to Mr. Hunter's " and sir James Cockburne's ordinances, " and not upon the demanded rate of the " Land-train, because no proof had been " produced to them that this Land-train

 " did

" did ever exist, and much less that it was
" ever delivered to the disposal of the
" Commissariate, as required by the or-
" dinances and establishment of the said
" train."

The answer to these *observations* is for the most part anticipated by that to the report on the preceding account, N° 43, in which the common authorities of both these accounts is fully proved, as well as the validity of the vouchers to that account, as by reference thereto will appear.

As to what is here objected to the vouchers of the present account, the answer is obvious. Whether " the magazine-
" keepers had a right to muster the train," or not; their certificates of the particular number of carriages which made deliveries into their magazines, are undoubtedly the best vouchers possible to be given for those carriages, as they could not be so readily and clearly checked by comparing them with the magazine-records of these deliveries.

The assertion, of these vouchers exposing the crown to pay for the same service twice, is beneath an answer, till the possibility of the fact is shewn; as is also that of "instances
" of

" of it having been found in this very ac-
" count," of any other answer than a bare negative, till those instances are shewn; as the constant tenour of the Commissioners' proceedings gives sufficient reason to conclude, that they would not have failed to produce such instances, had they had any to produce.

Equally just with the other assertion,
" that no proof had been produced to them
" that the Land-train did ever exist; and
" much less that it ever was delivered to
" the disposal of the Commissariate," is the principle of liquidating those receipts, which were so fortunately circumstanced as to escape all their objections, " upon the
" footing of Mr. Hunter's and sir James
" Cockburne's ordinances," &c.

That the train did really exist, and was actually delivered to the disposal of the Commissariate, is clearly proved by the orders of the Commissioners of Supply for its service; and by these admitted receipts of the magazine-keepers for the performance of that service (as set forth at large in the state here preceding this). — And the justice of the payment here demanded for that service, is proved by the express ap-

 pointment

pointment of it, by the ſaid Commiſſioners, whoſe appointment can no more be broken through, than their right to make it controverted.

As all the reaſons, therefore, upon which the deduction is made from this account, are evidently without foundation, the claimants have an indiſputably juſt right to be paid the reſidue of it.

Equally groundleſs are the reaſons given for rejecting the greater part of the other account, " for horſes and carriages furniſh- " ed, and tranſports performed — in and " from the year 1759 to the end of the " war."

The objections to this account are — to the vouchers — to the attendants upon the carriages — and, to the time charged, where hire is demanded by the day.

The vouchers for the magazine-tranſports are either, atteſts of the bailiffs of the diſtricts where the claimants lived, — certificates of the ſending, or receipts of the receiving magazine-keepers.

The firſt of theſe are all indiſcriminately diſallowed, as *irregular and inſufficient*; but when the occaſion of them is ſhewn, it will appear, that neither the *inſufficiency* nor

nor the *irregularity* of them can, without aggravated injuſtice, be charged to the claimants. The caſe was this:

When a peaſant had performed his tranſport, he came to the receiving magazine-keeper for his receipt. Pretences, *the motive of which needs no explanation*, were frequently made for deferring to give ſuch receipt, till the poor ſtarving wretch could wait no longer, but was obliged to go home with his half-ſtarved horſes, when his only reſource was to go before the bailiff of the diſtrict, and make oath of the ſervice he had performed, whoſe *atteſt* of that oath conſequently was the only voucher he could poſſibly obtain for it. To refuſe paying him therefore for his ſervice, on account of the irregularity and inſufficiency of ſuch vouchers, is an aggravation of their injuſtice, who would not give him more regular and ſufficient ones, as they ought to have done.

The juſtice of this concluſion is ſo obvious, that the Commiſſioners have allowed ſuch *atteſts* in another inſtance, the Regimental Tranſports, "being ſenſible (as they expreſly acknowlege) " that it was not " always in the power of the boors to ob-

 " tain

" tain receipts from the officers." Why they ſhould think the officers, though, capable of ſuch conduct, and not the magazine-keepers; or why they ſhould allow ſuch atteſts in one inſtance, and not in another, they muſt explain themſelves, for neither reaſon nor experience can diſcover.

The ſame conduct in the receiving magazine-keepers was the reaſon that ſome of the tranſports in this account are vouched only by the bills of loading, or the certificates of the ſending magazine-keepers, with which many of the peaſants were forced to be content, becauſe they could obtain no other, not even the atteſts of their bailiffs, being kept ſo conſtantly employed in the ſervice of the army, that they had not an opportunity of applying for them till the length of time made them think it unneceſſary.

To this cauſe alſo is to be aſcribed that omiſſion of thoſe particulars in the receipts, for the want of which ſo many of them have been conſidered only as duplicates! For, how could it be expected that people, who ſo often would not condeſcend to give any receipt at all, ſhould, even when they happened to be in a more gracious mood, be

be ſo very explicit as to " certify expreſly " not only the ſpecies and quantities tranſ- " ported, but alſo the places from whence " they were ſent, whether from a King's " magazine, or from the private depots of " entrepeneurs! or whether they were a " part of the country-deliveries, for both " of which laſt the tranſport was to be " paid by the deliverers; together with " the order and authority by which the " tranſport was performed?" The injuſtice therefore of this concluſion is directly ſimilar and equal to that of rejecting the atteſt of the bailiffs, &c.

As to the inſinuation, that the deliveries for which theſe receipts had been given, might have been from the private depots of entrepeneurs, or as part of the country-deliveries, for both of which the deliverers were to pay the tranſport, it ſcarcely deſerves an anſwer.

Entrepeneurs always paid before-hand for carriage! And, till one inſtance can be produced, on which to found a ſuſpicion of ſuch a fraud in the Hanoverian Chancery of War, through whoſe inſpection this demand had paſſed, as to charge for deliveries to be paid for by the deliverers, which they

they muſt have known in the caſe of country-deliveries at leaſt, the inſinuation and the abſolute denial of it might be ſafely reſted upon the credit of the oppoſite parties!

But, in this caſe, a more particular anſwer ſhall be given, to ſet the judgment and care ſhewn by the Commiſſioners in this inſtance in a proper light.

The particular tranſport againſt which this inſinuation is levelled, was performed in the months of April, May, and June, 1760, on the requiſition of Mr. Oſwald, dated at Caſſel the ſixteenth of April 1760, made by order of his ſerene Highneſs Prince Ferdinand, for 1700 waggons, to tranſport to Caſſel a large quantity of forage from the environs of Gottinghen, where it had been bought up by the Commiſſariate; for which tranſports payment, according to the uſual ordinance, was promiſed; as *prompt* payment was alſo promiſed in a requiſition of Mr. Halſey for the ſame ſervice, dated at Munden, the very day after Mr. Oſwald's in which he alſo promiſes *prompt* payment for the tranſports that ſhould be performed on that occaſion, for the entrepeneurs, who had been ordered to buy up forage

forage in thoſe countries alſo, for the inſtant and indiſpenſible ſupport of the army; which forage was to be tranſported at the expence of the Commiſſariate.

The next objection is to the conductors and inſpectors, who are totally diſallowed before the regulation of ſir James Cockburne, of the twenty-eighth of July 1762, for *want of authority*; as the number of them is alſo objected to, after that regulation.

The objection of *want of authority* has been often and ſufficiently refuted. In this inſtance, though, it is inapplicable, even upon their own principles. The requiſition of Mr. Hunter, dated at Wolmar, on the twenty-ſixth of April 1759, for 1000 waggons, *with conductors*, being a ſufficient authority for ſending them; and if no particular agreement was made about their hire, that omiſſion, inſtead of taking away their right to demand any at all, leaves them, according to the common courſe of dealing, at liberty to demand what payment they think proper.

But, not to dwell upon a right never deſigned to be taken advantage of, that theſe conductors were neceſſary appears by Mr.

Mr. Hunter's requiring them! — That they had been accuſtomed to be ſent, appears by his not mentioning them as a new appointment! — That they performed the ſervice, is not denied! — That they have been paid for that ſervice, is not pretended! — How then can the payment at the rates fixed by ſir James Cockburne's regulation, to aſcertain which was the ſole intent of that regulation, as far as it reſpects them, and not to create a *new authority*, which they had wanted before, be refuſed with any colour of juſtice? Or who ſhould make that payment, but thoſe for whom, and by whoſe authority, that ſervice was performed?

As to the objection made to the number, it could proceed only from ignorance of the circumſtances of the ſervice! When a large tranſport was to be performed, to have kept the whole number waiting till all were loaded, ſo as to proceed together, would not only have been a waſte of time, but muſt alſo have occaſioned many embarraſſments on the road: the practice therefore was, to ſend them forward in ſmall numbers, as faſt as they were loaded, without regard to the agreement of thoſe numbers

numbers with the appointment of the conductors, as they were always near enough to each other for the conductors to take care of the intermediate exceſs, thoſe whoſe appointed numbers were thus divided being continually moving from one number to the other, where their charge was, for that purpoſe; as the *inſpectors* were through the whole tranſport.

If for theſe reaſons, therefore, in a tranſport of two or three thouſand waggons, ſo great a number as an hundred never proceeded together in one body, this by no means leſſened the neceſſity for inſpectors, nor took away their right to be paid! On the contrary, the numbers being thus divided gave them ſtill a greater right to payment, by adding to their trouble; as was the caſe alſo with the conductors.

The laſt objection is "to the length "of time charged in the regimental tranſ- "ports, where the waggons were employ- "ed by the day."

To prevent impoſition in this article, the Commiſſioners have ſtruck a general rule, of allowing at the rate of two German miles per day, "where the diſtances "were known, or could be traced in the "maps;

" maps; and where the places could not
" be found in the maps, one day for each
" transport, on a supposition that such
" places must be within one stage of each
" other."

The inaccuracy of this rule is most glaring. Transports are subject to numberless accidents and interruptions, which often make it impossible for them to go half a German mile in a day, and for which no carrier is any way answerable.

But, without either accidents or interruptions, in bad roads, bad weather, and short days (and in one, sometimes in all of these, was a great, perhaps the greatest, part of this service performed), no loaded waggon can possibly travel two German miles in a day; yet for none of all these is any allowance made in this judicious rule.

This shews the erroneousness of this rule, where the distances are known; where they are only taken from maps, or *topographical descriptions*, as they are termed in the report, it is still more striking; not only from the known inaccuracy of such maps, but also from the impossibility of judging with any exactness by them, even to suppose

pose them accurate; the direct roads (if not perhaps the distance in a right line, without respect to roads!) being those whose length is allowed; whereas any one, who considers the dangers from enemies, and the badness of roads from the continual use in such a time, must be sensible that transports must often have been obliged, both for safety and convenience, to take large circuits, and consequently to take up more time than this rule, in which no provision is made for such circumstances, makes allowance for: all which reasons incontestibly prove the injustice of determining that time by it.

Nor are these the only reasons that may be supposed to have made the peasants charge for more days than were necessary for the performance of their service! It has been observed before, that they were often obliged to wait for receipts from the magazine-keepers! Though the crown is not obliged to pay for this time spent in waiting, yet it was but natural for them to charge it, as it was really spent by them on account of the service of the crown! If it be said that this is only supposition; the Commissioners for German demands certainly

tainly will not object to a mode of arguing ſo much uſed by themſelves, and, indeed, often the only one they can uſe.

As to what is ſaid of "ſome of the peaſants charging for the days ſpent in returning home, after the tranſport was performed," if any of them have really done ſo, that charge is juſtly rejected.

The weakneſs and injuſtice of the objections made to this account being thus ſhewn, there remains one thing more to be conſidered, which is *the deduction* made for deficiencies in the very few deliveries, the tranſport of which is admitted. But as the Commiſſioners have not thought proper to tell either the amount of this deduction, or the rate of what they call the uſual allowance for waſte, it is not poſſible to give a particular anſwer to ſo general and vague a charge; nor can a deduction made in ſuch a manner affect the account in any reſpect.

As all the reaſons therefore given for rejecting ſo great a part of theſe two accounts are proved to be utterly without foundation, the claimants have a juſt and indiſputable right to the payment of that part, amounting to 274748 Rd. : 20 Mgr. 2 Pf.

State

State of the Demands of the Inhabitants of the Country of Hanover upon the Crown of Great Britain, for Horſes and Carriages furniſhed for tranſporting the Artillery of the Britiſh combined Army, from the tenth of June 1759, to the twentieth of February 1761, amounting to 51316 Duc. ; 1 Rd. : 12 Mgr.

ON the ſecond of June 1759, his ſerene Highneſs Prince Ferdinand ſent an order to General Von Brunk, Commandant at Hameln, where all the Hanoverian artillery and ammunition lay, to prepare to ſend him, with the utmoſt expedition, 12 four-and-twenty pounders, and 8 of the largeſt mortars there, with ammunition, &c. to be tranſported by the country carriages of war, and the tranſport to be paid by the Britiſh Commiſſariate; which order was executed on the tenth of the ſame month, as were all orders of the ſame import during the courſe of the war.

At the end of the war, the account of theſe tranſports was made up by the de-

puty, Mr. Harding, and delivered in at the office of Control at Hanover, where that part of it which commenced on the twentieth of February 1761, was examined by Mr. Commiſſary Bromfeild; Colonel Pownal having, for reaſons beſt known to himſelf, for he never thought proper to make them known, forbad to examine any that was prior to that date; which part, amounting to 19193 Duc. : 2 Rd. : 15 Mgr. was certified by Mr. Leigh, juſt before the order was iſſued for laying all demands, on account of the war, before Commiſſioners in London.

In conſequence of that order, Mr. Leigh's certificate, together with the preceding part of the account which had not come before him to certify, becauſe not examined by Mr. Bromfeild, was given in at the office of the ſaid Commiſſioners, who admitted the certificate (and accordingly payment was obtained upon it), but returned the preceding part of the account *cut*, without taking any notice though of it, in their report upon the latter, much leſs aſſigning any reaſon for rejecting it in ſuch a manner.

As

As the whole of this account, therefore, is founded on the ſame authorities, and ſupported by the ſame vouchers, and as no reaſon is given for rejecting the former part of it (becauſe indeed no juſt reaſon could be given), the claimants of this demand have an indiſputable right to be paid that part of it which is with-held from them in ſo arbitrary a manner, amounting to 32122 Duc. : 1 Rd. : 24 Mgr.

N° 132.

THE account under this Number in Mr. Best's list, is for horses taken by the enemy, lost, ruined, or killed, in the service of the British combined army, from the commencement to the end of the war.

It has been shewn, on a former occasion, that the weight of the transport-service of the army lay upon the country of Hanover during the whole war.

In the course of such service it was impossible but many horses must be taken by the enemy, lost, ruined, or killed; for all which, they in whose service they were so taken, lost, ruined, or killed, were, by the strictest principles of justice, bound to make satisfaction to the owners.

The vouchers for the horses, thus taken, lost, ruined, or killed, were brought in to the deputy, Mr. Harding, by whom the account of them was made up at the end of the war, and, on closing the offices in Germany, sent over and laid before the Commissioners

missioners in London, according to the order issued to that purpose; on which account the said Commissioners, on the twenty-eighth of June 1764, made the following report to the Lords of the Treasury.

" We examined the several authorities " presented to this board, on the part of " the Hanoverian Chancery, in support " of their claims, to discover if any of " those authorities were applicable to this " demand, or contained sufficient grounds " to authorize the founding it thereon, as " a charge against the crown of Great " Britain.

" It doth not appear to us, that any " accord, regulation, convention, or other " interposition of the British Commissari- " ate existed, which might be applicable " to this particular demand, prior to the " twentieth of May 1762, on which day " a regulation of sir James Cockburne's " took place, and continued in force to " the tenth of January 1763; in Art. V. " and VI. of which it is stipulated as fol- " lows, viz.

" The horses taken by the enemy shall " be paid for, according to the value prov- " ed; but never to exceed twenty ducats.

 With

" With respect to horses taken by the
" troops of the allied army, and not re-
" turned, the Commissariate will be an-
" swerable when it gives orders to the re-
" giments to take such horses, but not
" otherwise.

" We then considered the several ac-
" counts and vouchers appertaining to that
" part of this demand which is prior
" to the twentieth of May 1762, in order
" to discover whether they did, within
" themselves, contain any proofs of the
" intervention of the British Commissari-
" ate with respect to the service, or any
" stipulation of the said Commissariate
" with respect to the payment; but no-
" thing has appeared to us from this in-
" spection to prove either the one or the
" other.

" We also considered the several ac-
" counts and vouchers appertaining to that
" part of this demand which is subsequent
" to the twentieth of May 1762, to judge
" whether the charge for horses that died
" or were taken by the enemy, on and
" after that date, came within the mean-
" ing and authority of the regulation of
" sir James Cockburne before recited.

" And

" And the board being of opinion, that
" to prove that this part of the charge
" comes within the meaning of the said
" regulation of sir James Cockburne, the
" vouchers belonging thereto should prove,
" First, That the horses charged were
" either killed or taken by the enemy.
" Secondly, That the horses so killed or
" taken, were at that time in the service.
" Thirdly, That they were appointed to
" that service, by authority or requisition
" of the British Commissariate. And
" Fourthly, That the horses were really
" worth the value at which they stand
" charged in account, not exceeding 20
" ducats for any one horse.

" It appears herein, that the vouchers
" offered to support this part of the de-
" mand, are the attests of Lieutenant-
" colonel Bruxmann, and of other fo-
" reign officers, testifying that horses
" were killed or ruined in the service of
" the heavy or battering train. These at-
" tests do also describe the time when
" such horses died, the persons whose pro-
" perty they were respectively, and the
" bailiwic, Ampt, or Dorf, from whence
" such horses came.

" But

" But it does not appear from theſe ac-
" counts or vouchers, that the Britiſh
" Commiſſariate has at any time interpoſed,
" by requiſition or otherwiſe, in the ſer-
" vice on which this part of the demand
" is grounded; conſequently this part of the
" demand cannot be deemed within the
" meaning of the Vth and VIth articles of
" the regulation of ſir James Cockburne
" afore-mentioned.

" We obſerve further, that it doth
" not appear that any of the horſes
" charged (in the account of the Hanove-
" rian Chancery now reported on), were
" either killed or taken by the enemy;
" and that, on the contrary, it is evi-
" dent, from the tenour of ſeveral of
" the vouchers, that a part of the horſes
" charged in this account died in the re-
" ſpective villages to which they belonged,
" two, three, or more days after their re-
" turn from the alledged ſervice or ſervices
" they were employed in.

" The atteſts of the bailiff Harding,
" annexed to the General Specification of
" this account, do alſo teſtify, that the
" horſes therein ſpecified, were deſtroyed
" for want of ſubſiſtence, &c.

" Having

" Having thus gone through the conſi-
" deration of this account in its ſeveral
" points of view,

" We are of opinion, that no part of
" the charge is grounded on, or doth come
" within, the meaning of any accord, regu-
" lation, convention, or other authority of
" the Britiſh Commiſſariate, on which it
" can be founded as a charge againſt the
" crown of Great Britain.

" And we do therefore report, that the
" whole of this demand, amounting, as
" aforeſaid, to the ſum of 116464 Rd.
" 1 Mgr. in gold, is without foundation,
" and ought *not* to be paid."

The accuracy, judgment, and conſiſt-
ency of this report, are too obvious to re-
quire being pointed out! It begins with
ſaying, that there is not any *accord, regu-
lation*, &c. of the Britiſh Commiſſariate;
and then, in the very ſame paragraph,
quotes a *regulation* of Commiſſary-general
ſir James Cockburne, which is an expreſs
accord to the ſubject of this demand.

Whether it appeared in this light to the
ſagacity of the Commiſſioners, or not,
makes no difference in the fact. But that
it is really ſuch, is evident to common
ſenſe,

ſenſe, and can never be diſproved, till it can be ſhewn that the Commiſſariate had a right to the ſervice of the horſes of the country of Hanover, without being liable to pay for ſuch of them as ſhould be taken, loſt, ruined, or killed in that ſervice, before that right was given up by ſir James Cockburne's engaging to pay for them for the future; which is ſtrictly the ſenſe of their application of his regulation in the preſent caſe: whereas the true intent and meaning of that regulation was to aſcertain the particular circumſtances in which ſuch horſes ſhould be paid for, and to fix a limit to the rate of that payment.

And here, by the bye, it is to be obſerved, that, with a conſiſtency peculiar to themſelves, the Commiſſioners, who in the preſent caſe limit this regulation ſo ſtrictly to the twentieth of May 1762, have made no ſcruple to extend it, in other inſtances, to periods much farther back; as in the account Numb. 58, to the ſeventh of April 1762; and in that part of the account for artillery-tranſport, which they admitted on Mr. Leigh's Certificate, to the twentieth of February 1761; as appears by their admiſſion of the ſaid certificate, in which the account,

account, which is taken from the ſaid twentieth of February, is expreſly ſaid to be founded on the authority of this regulation. What were their motives for making this difference they have not thought proper to ſhew, nor can reaſon ſuggeſt, except inattention or caprice.

Unjuſtifiable as this was, in a matter where the property of ſo many poor people depended, the manner in which that part of this account, which was ſubſequent to ſir James Cockburne's regulation, is excluded from the benefit of it, is ſtill more glaringly unjuſt!

In order to bring the ſaid ſubſequent part of the account within the meaning of that regulation, they require that the vouchers thereto ſhould prove ſeveral particulars! and then, when they come to examine the vouchers offered, and find them actually to imply all that they had required, they only juſt make an injurious remark, that they were given by Foreigners, and then fly back to their former objection of "the Britiſh "Commiſſariate's not having interpoſed, "by requiſition or otherwiſe, in the ſer-"vice," &c. whereas the ſlighteſt examination of the account would have ſhewn them,

them, that every ſervice in which theſe horſes were taken, loſt, ruined, or killed, was performed at the requiſition of the Commiſſariate, or of ſome other, whoſe requiſition was, in reaſon and juſtice, equally valid. The inſinuation in their remark, of the vouchers being given by Foreigners, in an army ſo much the greater part of which conſiſted of Foreigners, is beneath an anſwer.

Equally inſignificant is their laſt ſage obſervation, "that it appears by the vouchers, " part of theſe horſes died at home, ſome " days after their return; and, by the at- " teſts of Bailiff Harding, that they were " deſtroyed for want of ſubſiſtence."

May not heart-broken, ſick, or wounded horſes, live to reach home, and ſome days after, and yet die of the hardſhips they ſuffered, or the diſeaſes or wounds they got, before they reached home? And will not reduced, ſick, or wounded horſes require more and better proviſion than horſes in health and ſtrength? And conſequently are not the hardſhips, diſeaſes, or wounds. which made them require ſuch proviſions, the cauſe of their dying for want of them?

The

The proper obſervation upon this particularity in thoſe *vouchers* and *atteſts* was, their exactneſs, and the regard ſhewn in them to truth; but theſe were not obſerved.

As all the reaſons therefore given for rejecting this whole demand are utterly deſtitute of foundation, the claimants of it have a juſt right to be paid the amount, being 116464 Rd. [illegible]

State of the Demands of the inhabitants of the Hanoverian Duchies of Zelle and Bremen, upon the Crown of Great Britain, for Horſes ſupplied to tranſport Forage for the uſe of the Britiſh combined Army, from Lowenforde, and other Places on the Weſer, to Warburg, in the Months of January, February, March, and April, 1761, at the Requiſition of the Commiſſariate.

IN order to aſſiſt them in making proviſion for the ſupplies of the army, the Britiſh Commiſſariate, at their entrance on their office, applied to the Hanoverian Chancery of War, to buy up large quantities of forage; which application was accordingly complied with.

In the latter end of the year 1760, the Commiſſariate required the Chancery to ſend a conſiderable part of the *hard forage*, thus bought up, to Warburg, with all poſſible expedition.

To execute this requiſition, meaſures were immediately taken; but, after ſeveral fruitleſs attempts, in which many of the

the horſes and carriages were ruined by the badneſs of the roads, the only poſſible way of tranſporting the forage was found to be upon the backs of the horſes.

For this purpoſe the duchy of Zelle was required to furniſh directly 1500 horſes, and the duchy of Bremen 500, which were accordingly ſent, on the twentieth of January 1761, to the places aforeſaid, and continued in that ſervice till the twenty-eighth of February following, when 349 of them were ſent to complete the Country- or Land-train, as hath been ſhewn in the ſtate of that account; after which the remaining 1651 were again called out upon the ſame ſervice, on the firſt of March, and continued employed in it till the fifteenth, when it was concluded.

For the hire of theſe horſes the Chancery agreed to pay the inhabitants at the rate of 12 Mgr. per day per horſe.

As this forage had been bought by the Chancery for the Commiſſariate, without any view of profit to themſelves, when they made up the accounts of it, they of courſe charged all the expences that had attended the purchaſe and delivery, together with the prime coſt.

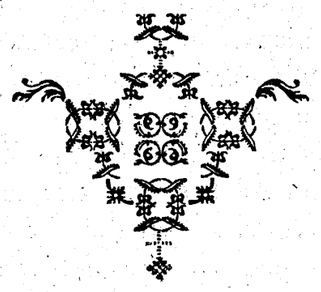
In this account, the hire of these horses for this particular transport was accordingly charged; which charge the Commissioners for German Demands, when the account came before them, rejected, in the state annexed to their report of the sixth of June 1764 (under Article XII.) on an allegation, "that no proper authority, "nor any vouchers, were produced for it;" and because "the Chancery of Hanover "acknowleged it was not all paid."

The insufficiency of these reasons is obvious! The same authority upon which the forage was bought and delivered, is certainly the most proper authority for transporting it to the place where it was to be delivered; as the receipts for the said deliveries are the most proper vouchers for such transports.

As to "the whole demand not being "yet paid by the Chancery" to the inhabitants, that, instead of being a reason for refusing to pay it, should urge the payment with the greater expedition, in compassion to the poor claimants, who have been so long kept out of their hardly-earned hire; as a due regard to justice should have prompted them to repay to the Chancery

that part which they here implicitely acknowlege them to have paid. But this is not the only instance in which their reasons conclude against themselves.

As the rejection of this demand, therefore, is unsupported by just and sufficient reasons, the claimants have an indisputable right to the payment of it, amounting to 34921 Rd. : 24 Mgr.



N° 8.

THE account under this Number in Mr. Best's list, is "for expence of "transport by water, on the rivers, We-"ser, Fulda, and Werra, performed by "sundry Hanoverian schippers, from the "twenty-seventh of July 1758, to the "fourth of March 1763, for the use of "the British combined army."

The nature and necessity of this service require no explanation. To obviate every difficulty that might attend the performance of it, his serene Highness Prince Ferdinand established a tariff, or rate, at which it should be paid; which tariff was accorded to by the British Commissariate.

At the end of the war, the account of such of the vouchers for the several transports performed by the subjects of the country of Hanover, upon the rivers Weser, Fulda, and Werra, as the owners of them had not had an opportunity of settling before, was made up, according to the said tariff of his serene Highness, and given

given to the deputy, Mr. Harding, who sent it over to London, to be laid before the Commissioners for German demands, pursuant to the order issued to that purpose.

On this account the said Commissioners reported to the Lords of the Treasury, on the fourteenth of October, 1765, — "That they had examined the vouchers "of this account (which was given in "152253 Rd : 15 Mgr. but which they "said they found 192532 Rd. : 2½ Mgr.) "and having made the deductions agree-"ably to the annexed State, they were of "opinion, that there was due to the said "Hanoverian schippers, for this account, "the sum of 115923 Rd. : 11 Mgr. 3 Pf. "and that the said sum ought to be paid."

The first thing to be observed, in this report, is the alteration of the sum! As the Commissioners, however, have not thought proper to declare their reason for making this addition, the claimants can conceive it to have been no other than to afford opportunity of enhancing their own merit by making the greater deduction; as sir John Falstaff multiplied the men in buckram to increase the reputation of his valour:

valour: and therefore they abide by their own account.

The reasons, given in the state referred to, for the several deductions made from this account, except two, have been so fully refuted in other instances, that a repetition of that refutation cannot be necessary here.

These two are, the first deduction of 200 Rd. "the vouchers being dated before the establishment of the Commissariate." And the fourth, of 40123 Rd. 14 Mgr. 1½ Pf. "for overcharges in the price, quantities, or on the days of demurrage."

The first of these deductions is admitted, the voucher having been brought into this account by mistake.

As to the other, it might have been expected that, in so heavy a deduction as this, the particular charge from which it was made should have been specified for the satisfaction of the claimants; till which is done, it is impossible to give any other answer to it, than that it involves the innocent in the punishment of the guilty (if any of the claimants have really been guilty of the overcharges objected to them, which they constantly

constantly deny, and dare the proof), and consequently is an act of the highest injustice.

As the reasons, therefore, given for all the deductions made from this account, excepting the first, are insufficient and without foundation, the claimants have a just right to payment of the sums so deducted from them, amounting, according to their own account to 36530 Rd. : 3 Mgr, 5 Pf.

BESIDE the foregoing accounts, which may in ſome ſenſe be ſaid to belong to the community in general, from the numbers jointly intereſted in them, there are alſo ſeveral ſeparate accounts of deliveries made, and ſervices performed, by individuals of the country of Hanover, upon which the Commiſſioners have paſſed their judgment of rejection indiſcriminately, in the ſame arbitrary and unjuſt manner as upon thoſe here diſcuſſed.

Of theſe accounts the general amount only is inſerted here, as a particular diſcuſſion of them would lead into too great a length. But when the proper time comes for entering into that diſcuſſion, the inſufficiency of the reaſons given for the rejection of them, and conſequently the juſt right of the claimants to payment, will be ſhewn in the cleareſt light.

Theſe ſeveral accounts amount to 40990 Duc. : 2 Rd. : 18 Mgr.

❀

N°

N° 53.

THE demand under this number in Mr. Beſt's liſt, conſiſts of three ſeparate accounts.

The firſt is " An Account of Impreſts " and Supplies, and ſundry Expences " made and incurred by the Inhabitants " of the Country of Hanover;" and conſiſts of ten ſeparate articles, amounting together to 90761 Rd. : 25 Mgr. : 4 Pf.

The ſecond is " An Account of Ex- " pences of building Bridges and making " Pontons; and of other Eſtabliſhments " for the Uſe of the Army;" and conſiſts of fifteen articles, amounting together to 11979 Rd. : 6 Mgr. : 7 Pf.

The third is an account, entitled, " A " State of Supplies of Rations, and Por- " tions taken by Force; and of Forage ta- " ken in the Fields;" and conſiſts of two articles, amounting together to 29665 Rd. 4 Mgr.

When the order was iſſued for bringing all demands in general, on account of the

war, to London, to be liquidated by commiſſioners appointed for that purpoſe, ſeveral of the inhabitants of the country of Hanover, who had ſuch demands for *various articles delivered to*, or *forcibly taken by*, the Britiſh troops; or for *waſte and damages* done and committed upon and to their *houſes* and *eſtates*, for the uſe and in the ſervice of the Britiſh combined army, for which, in the multiplicity and hurry of affairs, they had not been able to obtain payment in Germany, ſent over the accounts of them, to be laid before the ſaid Commiſſioners, by whom they were all indiſcriminately rejected, on various pretences of reaſon, in moſt inſtances inapplicable to the caſe, and totally groundleſs; as the diſtreſſed claimants are able to make appear, whenever they ſhall be admitted to the proof; though the length and complicated nature of the accounts make it improper to enter upon a particular elucidation of them here.

One circumſtance though is proper to be obſerved here. This is the charge made in the firſt of theſe accounts, " for waſte " and damages," &c.

Though

Though the order of the Lords of the Treaſury, not even to take into conſideration any demands of *dedomagement*, may be a ſufficient authority for the Commiſſioners not to admit this charge, it certainly cannot take away the right of the ſufferers to payment, *if not within the intent and meaning of that order*.

The dedommagement excluded by the Lords of the Treaſury, is that for damages *immediately done in military operations!* This claimed here, is for *devaſtation committed on houſes, by converting them into hoſpitals and magazines:* and *on eſtates, by cutting down timber*, &c. for the uſe and ſervice of the army.

The former is undoubtedly one of the inevitable calamities of war; whereas the latter is a deliberate act; and when not done in an enemy's country, where power ſuperſedes right, on a ſuppoſition of the ſufferers having been the aggreſſors, is an act of injuſtice, if not made ſatisfaction for.

Were the inhabitants of the country of Hanover to demand payment for all the damages they have ſuffered in this war, the demand, *inſtead of what is charged in this account*,

account, would amount to many millions ſterling.

However, if this part of the account is prejudged, let not that raiſe a prejudice againſt the reſidue, to which the ſame objection cannot be made.

Such are the demands of the country of Hanover upon the crown of Great Britain, on account of the late war; and ſuch is the manner in which they have been rejected by the Commiſſioners for German demands.

The inſufficiency (not to call it by an harder name) of the reaſons, upon which that rejection is founded, has been occaſionally ſhewn in the courſe of this ſtate! But as theſe reaſons, and conſequently the refutation of them, have been applied ſeparately, and on different occaſions, it may not be improper here to bring them together, into one point of view, in order to form the better judgment of their reſpective force.

Theſe demands are for *neceſſary deliveries made into the king's magazines, for the*

the ſupport and uſe of the Britiſh combined army, on the requiſition of the Commanders, or of the Britiſh Commiſſariate (perſons to whom the care of providing ſuch neceſſaries was committed), or *immediately to the troops* of the ſaid army, *on the requiſition of the Officers commanding them*, where the inſtant and unexpected neceſſity gave no time for having orders from ſuperior authority; or for *ſervices performed* for the uſe of the ſaid army, *on ſuch requiſitions*; which deliveries and ſervices are proved in the ſtrongeſt and cleareſt manner that the nature and circumſtances of them would admit.

The reaſons given for refuſing payment for theſe deliveries and ſervices, are *want of expreſs authority from the Commiſſariate* for making and performing ſuch ſervices and deliveries; or *of their accord to them when made*, where the reality of them could not be denied; or *the inſufficiency of the vouchers*, where ſuch *accord* and *authority* could not be denied.

To the firſt of theſe reaſons, *the want of expreſs authority from the Commiſſariate*, the claimants oppoſe not only *the ſacred authority of juſtice*, which obliges to make ſatisfaction

faction where value is received; but alſo that of the Commander in chief, to the nature of whoſe commiſſion a plenary power to order and regulate every thing neceſſary for the uſe and ſupport of the army under his command, is eſſentially and inſeparably annexed; and of the officers commanding bodies of troops under him, to whom, when ſeparated from him, his ſaid authority is neceſſarily delegated; to deny which authority, or ſuppoſe it to depend upon that of perſons appointed *to aſſiſt* and *not to control* it, and who often could not be preſent to afford that aſſiſtance, were to contradict the nature and marr the end of military command, the eſſence of which is to be inſtantly and implicitely obeyed in every thing relating any way to military ſervice.

The other part of this reaſon, *want of the accord of the Commiſſariate*, has been proved to have been moſtly, if not always, applied without foundation. To make uſe of any thing delivered, is an implicit accord to the delivery of it. The deliveries made into the King's magazines, were all made uſe of, by order of the Commiſſariate! conſequently the Commiſſariate accorded to thoſe

thoſe deliveries. In like manner, payment for every thing ſupplied to the army, was to be made by order of the Commiſſariate! Several demands for deliveries made to the troops, on the requiſition of the officers commanding them, were paid by the order of the Commiſſariate! this payment therefore was an *accord* to making deliveries in that manner, that entitled all, in the ſame circumſtances, to payment. The ſame reaſoning will hold for ſervices performed.

But, were it poſſible to ſuppoſe that theſe reaſons had any weight in them, there is one circumſtance in the preſent application of them, which would make them of no effect. This is, *the indiſpenſibility of this* AUTHORITY and ACCORD *having never been made known till after the ſervices were performed, and the deliveries made uſe of, and payment demanded for them.*

The injuſtice of this is moſt obvious. Conditions, to be obligatory, muſt be antecedent to the fact, and agreed to by the parties! but this condition was impoſed after the fact, by one party, who was to take the advantage of it againſt the other.

As to the *inſufficiency of the vouchers*, it has been ſaid, and is inſiſted, that no demand

demand is made that is not ſupported by the ſtrongeſt and cleareſt proof which the nature and circumſtances of the caſe would admit! To require more, is the ſame groſs diſingenuity practiſed by modern infidelity, in requiring demonſtration in ſubjects capable only of moral evidence.

There is one circumſtance in the manner in which the Commiſſioners have reported their opinion upon theſe demands, which deſerves particular notice; this is the air of inſult with which they have ſo often thrown out the groſſeſt inſinuations againſt the Hanoverian Chancery of War, as attempting to obtain payment of demands deſtitute of all foundation in juſtice.

The Chancery of War conſiſts of a body of Nobility, to whom their Sovereign has intruſted a particular department of the government of their country, in which they have always diſcharged their truſt in a manner that has proved them worthy of the confidence that conferred it. In the caſe of theſe demands they had no concern. They had exerted their influence over the inhabitants of their country, to ſerve and ſupply the Britiſh army; in conſequence of

of which the ſaid inhabitants demanded payment for ſuch deliveries and ſupplies in their name, fondly imagining that name muſt meet with the ſame reſpect from others, which they held it in themſelves. Any injuſtice, therefore, in theſe demands could no way affect their characters. How far the Commiſſioners have proved that injuſtice, and conſequently how juſtly their inſinuations againſt the Hanoverian Chancery of War, have been founded, has been abundantly proved.

In a word, groundleſs accuſations recoil upon the accuſers! and the Hanoverian Chancery of War will be named with honour, when the greateſt honour that can be done to the authors of theſe inſinuations will be not to name them at all.

F I N I S.