
MORE EXTENSIVE
MERCHANT'S PROJECTS.

I.
INSTRUCTIONS.

Letter 126th.

To N. N. Esquire.

Sir,

Mr. Oldenburg has made me acquainted with you. The reason of his letter will appear, on perusing the inclosed writings, thence I can be more brief here.

I have given Mr. Basta time enough, to bethink himself, tho' by all appearance, he will wait the decision of the law; I must resolve to it at last, tho' my aversion against it is great, therefore take te liberty to recommend my right to you.

According to the inclosed account, my demand is Rd. 384:- in Louis d'or, at 5 Rd. each.

K 5

You

You will also find a blank-letter-of-attorney, which please to make use of, to my best advantage.

Should difficulties arise, I will get a pre-script from the magistrate of this place to the regency at N —. It has been already promised me, tho' at the same time, I was advised to go the right way to work.

If Mr. Basta should not be sentenced to pay charges, I will order the same to be paid, together with your fees, and expences by Mr. Oldenburg.

I recommend you in the strongest terms to recover my demand. The sooner I get my advanced money, the more agreeable it will be.

I have the honour to remain,

Sir,

your most obedient and
humble servant.

Minutes of particulars.

Mr. Basta has had a dispute with a jew of this place, called Marcus, since the year 1758, about some wild-saffron, which the last bought for the account of the first, which did not fall out praise-worthy.

On Mr. Basta's having conferred it to two merchants here, who could not make it up with the jew, in peaceable terms, he came to me the 15th. March 1760 conferring the matter to me, with these words: *Endeavour to decide my business with the jew, either in good terms, or according to law.* As the jew would not treat on business, without first being

being shewn a letter of-attorney, which I received from Mr. Basta the 28th April, in blank, in which he mentions: *Thereby desire you to enter a suit at law, and let the jew see that I am in earnest.*

Accordingly I summon'd him before the president of the council, but he supposing, it might not fall out to his advantage, he applyed to the high court of judicature, where I must follow him, or rather, where I must sue him at law.

Whereas the complaint was made, and the magistrate desired to sentence the jew to pay Mr. Basta's demand of 200 Rd. and to take the wild-saffron back again, as unvendible goods. I employed lawyer N— who has the character of a good counsellor, serving his clients well.

During the course of this suit, Mr. Basta commission'd me to procure him a debt, due in Flensburg. The debtor made all sorts of evasions, and consequently a law-suit took place. It had a good effect, and the money was paid.

In the mean time the suit went on with the jew; and continuing 'till the month of July 1761, the jew proposed some tolerable means towards an agreement. I acquainted Mr. Basta therewith; who refused them peremptorily.

On the 1st. November the sentence was spoke, which was: That Mr. Basta shou'd keep the wild-saffron, the jew should balance accounts with him, no interest to take place,
and

and each to bear their own expences. This decree did not please me, and could sooner be called a stipulated agreement, than a decree; thence I appealed to the high court of appeals, acquainting Mr. Basta, with what I had done, requesting his orders, wheter I should execute the appeal, which as yet, could be annihilated on loosing the appeal-money.

On the 11th. November he allow'd of the appeal, tho' in the first place, I had been so cautious, to send the manual-writings to a renown'd counsellor at N — and to get his opinion thereon; he put me in great hopes of a favourable decree. I sent Mr. Basta a copy of this letter, which also contained an opinion, that it would be hurtful, if Mr. Basta had not delivered the wild-saffron, as the jew disposed of it by reason of said complaint, hence it was; that the magistrate here, had grounded their decree, on the non deliverance.

On the 7th. September 1762, the law-suit began at N - and a decree passed conformable to the former. I acquainted Mr. Basta with it the 23^d September; and gave him to understand, that nothing more could be done, but to settle accounts with the jew. I nevertheless retarded paying the balance of account, as long as I cou'd, 'till the jew threatned me at last with law. Mr. Basta sent me no answer, I therefore paid the jew, and sent Mr. Basta my account the 9th. December. It contain'd 353 Rixdollars in Louis d'or at 5 R. each, for which I gave a note on Mr. Daniel Keller.

Mr.

Mr. Basta, instead of payment, wrote me a very odd letter. He required *the writings, to look them over, to see what could be done further* — *Was surprised at my paying the jew, without his advice* — *The wild-saffron remaining for the jews account: he could get it by dint of law, and the like.* That was an answer to my letter of 23^d Sept. which I ought to have had 6 weeks sooner; and tho' it would have had no effect, still the proceeding had been more regular.

I answered adequate according to the nature of the thing; I sent him the writings, and expected payment; which did not follow; I desired payment a second time, on the 1st June, this year, instead of which Mr. Basta gave my friend a very impertinent answer.

On such circumstances, and having given Mr. Basta time enough to bethink himself, nothing more remains, but to recover my advanced money by law. I believe I have justice on my side: for

In the first place: I had no other information of this wrangling, but by letters and accounts; which I gave to my lawyer, with the instructions he wanted, which was the extent of my duty.

Secondly: I am none of those, that can command the will and meaning of a court of justice. As soon as I, or any other desire its assistance, even so must I be content, tho' its decree does not please me. The power of appeal being then, the only just exception, which I did not neglect.

Thirdly:

Thirdly: The power-of-attorney given me, to carry on the law-suit, authorized me also to effectuate the decree. I falling out, not according to expectation, it did not judge it requisite, to acquaint my perpetrator with it (*without his advice*), as he expresses himself. I was the person, with whom the jew had to do with, and who was to satisfy him according to the contents of the decree. On the contrary, I shou'd have had no need for a new power-of-attorney, to have gain'd satisfaction from the jew, providing ho had lost the suit.

Fourthly: Mr. Basta confirm'd the unli-mitted power-of-attorney, which was sufficient of itself, and in his letter of 14th May says: *In regard to the interest, costs and charges, do as you will.* It is to be suppos'd, that a commissioner will always regard the interest of that person who commissions him, and more so, when he expects so make an in-road to a more extensive business.

I am not in the least doubtful, when this affair is nervously and strongly represented before the court, of getting satisfaction, and Mr. Basta be obliged to pay the account disbursed, as here specified with 384 Rd. and costs. The interest is reckoned from that day the account was sent in, and an assignment given; this can not be refus'd me, as the principal, from whence it proceeds, consisted in disbursed ready money. If one could suppose many more such unreasonable people as Mr. Basta, no one could take a commis-sioner

sioner amiss, on requiring bail, before he took any thing in hand.

Letter 127th.

Your agreeable favour of 15th instant, informs me of your intended kindness, in procuring me payment from Mr. Benjamin Hönert. I return you my sincerest thanks for your kind offer. How glad I shall be, when this tedious affair is at an end, and how much will I be obliged to you for it.

To make you better acquainted with the whole, I have caused an historical instruction to be drawn up. Which I send you inclos'd, with other necessary papers.

I do not know how Mr. Hönert is inclin'd; shou'd he not think fit to pay, in a fair way, you will want a power-of-attorney; which I will send as soon as you desire it. I have no more to mention. Your skill and ability will do more for me, than a more extensive instruction.

Farewell! I will live in hopes of an agreeable answer. I remain &c.

Instructions.

In the month of November 1755 Mr. John Meyer of London sent me the inclos'd original bill for L. 211 :- sterling at 33-8 p. Flemish, is banco mk. 2563 14- on Mr. Benjamin Hönert in Bremen. He accepted it, addressing
for

for payment to Mr Peter Siemsen in Hamburg. On the day the draft became due, Mr. Siemsen refus'd payment; I waited the expiration of the respite-days, and no payment following, on the 20th December I had the bill protested for non-payment, as you will find more largely, by the inclos'd protest.

The protestation was no sooner done, but I received a letter from Mr. Hönert, dated the 29th December, promising me immediate payment. For that purpose, he sent me a note on Mr. Siemsen, together with two drafts for the Brunswick mart, containing

Rixdollars 400: } Louis d'or, on Lorenz
— 600: } Claasen.

I receiv'd 156 Rd. 12 gl. from Mr. Siemsen. I discounted the drafts. The first was paid, and only 200 Rd. towards the latter, and the remaining 400 Rd. was return'd with protest, which you'll find inclos'd. Mr. Siemsen even acquainted me therewith, by a letter, dated Peina 13th February, this year and promised to send me money for the same.

On the 24th February I received a bill-of-exchange, for

Rixdollars 200: - curent payable at the Leipsic mart, drawn by John Albrecht.

I refused to take it, as there's no paying or discounting bills in currency upon change. The 27th of the same month, I received another draft, for Rd. 500. in Louis d'or, and on the 28th another for Rd. 406: - in Louis d'or, both on Jacob Samuel Oelkers, payable at Leipsic-mart, drawn by the beforemention'd Hönert. His former bad behaviour had made

me

me so distrustful, that I looked on both drafts, as good for nothing; I sent them back again, only keeping that for 200 Rd. currency, which I sent to a friend in Leipsic, and was paid.

On the 10th March, I receiv'd the above-mention'd draft for Rd. 400: - again, assuring me in the strongest terms, that it wou'd be answer'd. I send it to Leipsic. Instead of geting payment, needless protest-costs were made, as I had suppos'd. This I mention'd, on sending the protest, which his letter of 19 May testifies.

On the 26 May, I receiv'd another draft for Rd. 200: - currency, payable at the Naumburg-mart, on James Willinck, which had the same fate. I return'd it, together with the protest, for him to apply to the drawer.

Lastly, on the 14 July, I got another draft for 370 mk. banco, on Mr. John Meyer in London himself. I sent it to be paid, though as the rest, it was returned with protest for non-payment.

This is the true, and unexpected case of a regular marchant. I can make the whole appear out of my letters to him, and his answers. The last are inclos'd, being the originals. Notwithstanding all my letters, which contain'd the most expressive proposals, and tho' I have threatned him with the law, at the same time doing every thing in my power, to rendering the payment easy: which has had no other effect, save that of needless correspondence, containing nothing but vain promises, and groundless lies.

According to the inclos'd account-current, my demand is banco mk. 325 - arising from an accepted bill, the account is just, and subject to no exceptions. Shou'd you be oblig'd to make use of a lawyer, he must allow of no exceptions, but must ground the lawsuit on the acceptance of the bill, which is an acknowledgement of the debt. Should Mr. Hönert (contrary to my opinion) propose any presumed exceptions, then the action must be referred to a counter-complaint, and I give bail.

But it will not go that length. A judge skilled in the statute-law concerning bills of exchange, will admit of no exceptions. I would not be allow'd of here; as the acceptance of a bill, makes all exceptions void.

Inclos'd you'll receive 17 of Mr. Hönert's original letters. The draft on himself for L. 221: - with the protest &c.

II.
AN ARBITREMENT;
OR
ARBITRATION IN DISPUTES.

Letter 128th.

According to promise, I send you here inclos'd the arbitrement I receiv'd, with the verdict

verdict of some of the most principal merchants of this place. The case is critical; several refus'd to put down their opinion. I have added mine to the rest; tho' it is of no great weight, I hope it will be of no hindrance. I am glad they all say, justice is on your side. I hope the affair will now end well.

Adieu! I remain always ready to serve you &c.

Species Facti.

Sempronius orders 2 chests of linnen with Cajus, desiring the same to be sent to Titus in Hambro', to be further dispos'd of, as he thinks fit. Both chests are sent away, numbered $\frac{20}{27}$ in one pack, to Titus at Hambro', by the way of Lunenburg. At the same time Cajus sends 4 other chests, in 2 packs, No. $\frac{16}{17}$ $\frac{18}{19}$ to Flavius at Hambro', by the way of Lunenburg, ordering the same to be shipped for Lisbon, to his friends, as mention'd.

The packs arrive at Hambro'. Both Titus and Flavius acquaint the owners therewith, as also with their having shipped them off. Titus likewise mentions his having sent the pack No. $\frac{18}{19}$ instead of $\frac{20}{27}$ per Cap^r. Claassen to Sempronius in London. Flavius also informs at the same time, of an error having happened, in his sending the pack $\frac{16}{17}$ $\frac{20}{27}$ per Cap^r. Lund to Lisbon; they both agree, of their having not known of the mistake, untill their being shipped away, that they both had used all possible means, to have the good debarked, but it was impossible.

Cajus answered immediately. Ordering Titus to get the packs No. $\frac{18}{19}$ which was sent to London by a mistake, to be forwarded instantly to Lisbon; as the contents were not vendible in England. He ordered Flavius also, to send the packs No. $\frac{20}{21}$ from Lisbon to London, to Sempronius, who in reason required his goods, which had been ordered, and mostly paid for to Cajus.

Flavius writ to Lisbon. Acquainted the receiver of the packs No. $\frac{20}{21}$ with the mistake. Cap^t. Lund's arrival in the Tagus, was known before he got up to Lisbon, and a boat was sent to meet him with a message; but to no effect; the packs were stow'd so deep in the hold, that they could not be come at. The master sail'd with the whole cargo to the toll, after which, the damage was no otherway retrievable, but by losing 25 p. cent exportation.

In the mean while God visited Lisbon with that great misfortune, which chang'd it into a heap of rubbish. Amongst the goods burnt in the custom-house, the pack No. $\frac{20}{21}$ sent thither by a mistake, was also found to augment the loss.

Sempronius as owner and orderer of this misfortunate pack, required a restitution of the value from Cajus; he, who was ignorant of the mistake, had acted only as a commissioner; refers Sempronius to his *Spediteur* *) Titus. He will have nothing to do with him.

His

*) Only used in Germany, and signifies a commissioner, factor or agent.

His excuse is founded, on his having remedied this mistake, by sending the pack No. $\frac{18}{19}$ to the right place. Flavius judges likewise, that the misfortune at Lisbon, can not be laid to his charge, consequently has no need to make good the loss.

Hence the question in dispute is: *Who shall make good the loss?* and an impartial arbitrement is desired.

Arbitrement, or answer.

If Cajus had written the bill-of-lading right, the mistake lies on the Spediteurs Titus and Flavius, in not taking due regard to the packs and numbers they receiv'd. We are therefore of opinion, that they are lyable to make good the whole loss, occasion'd at Lisbon together with all charges, without the least resistance. We believe also, that by such a misfortune, as that at Lisbon, a consideration ought to be made, and even may be demanded. Thence Cajus and Sempronius ought to indemnify the loss by an unreserv'd and voluntary gift. Altona the 15th May 1756. —

A. B. & Company.

If the Lunenburg Spediteur made no mistake in obeying Cajus's orders, in sending the packs away, or in their address; then undoubtedly Titus and Flavius are to be blam'd for the fault, consequently obliged, without any opposition, to make the loss good. Hambro' 18th May 1756. —

J. P. H.

L 3

I like.

I likewise agree with the above opinion.
Hambro' 19th May 1756. —

F. C. W.

Since Cajus obeyed Sempronius's orders, in sending the goods to him, as also those designed for Lisbon, without making any mistake, consequently the loss sustain'd, has been occasion'd by the Hamburger *Speditour*; thence my opinion is, that they ought to make good the loss, except the bespoker and forwarder of the goods, in consequence of the universal misfortune of Lisbon, were willing to bear a part of the loss. Altona the 23^d. May 1756.

B. v. M —

Cajus who sent the goods away, must be free'd from all cost and charges, according to the tenor of the whole. Sempronius as sufferer, has a right to have the loss made up, for the pack consumed by fire; which loss must be recompensed by the active, or efficient cause; consisting in Titus and Flavius, who has an equal share in the mistake committed. If either the one or the other, had but observ'd the numbers they receiv'd, probably the mistake in shipping, and consequently the loss sustain'd, would not have hapned. Sempronius being a foreigner, I am not aware, how he can be expected to suffer for a loss, caus'd by the imprudence of an other. The losing an opportunity, and the lying dead of advanced money, makes a kind of loss, which a merchant may take into consideration. Hence Sempronius must

not be compelled to any thing, if he chuses to make the loss more supportable, ought to be looked upon as a species of humanity, consequently arbitrary. — Altona 24th.
May 1756.

J. C. M. —

Letter 129th.

At last, I can send you the arbitrement again. After much difficulty, some few have added their opinion to it. It is a very singular circumstance, consequently the decision more difficult. Several accidents may change the affair greatly, and that which has all appearance of right, may become wrong.

The whole has been insured by C.; and according to the inclos'd account appears, his having paid 7 or $7\frac{1}{2}$ p. c. which is a great deal. A broker might by chance have been with C. on his receiving your order, to whom he committed the insurance, and who bargain'd before change-time, or, was it in the afternoon, bargain'd before the next day's change. It is even possible that C. run the risk himself, which if that's the case, B. might have had no inclination thereto, or on the other hand, the ship might have been full, consequently, on his broker, endeavouring to get insurance, no one would sign, which often happens, especially in the dangerous winter months.

Supposing the case to be judged in this light, then it appears quite otherwise, as if B. was accused of negligence in his business &c.

Minutes of Particulars.

A — receives advise from Peterborough, that a vessel is sail'd for Lübeck, in which he has for 2900 Rd. wares. He writes on one and the same day to Amsterdam, desiring A. and B. to get insured for his account, the first 1900 Rd. and the last 1000 Rd. without making agreement concerning the praemium, as may be seen in the annexed papers *a* and *b*. The post-office here, testify the letters departing at one and the same time.

C. mentions as per annexed paper *d*, that he has got the mention'd 1000 Rd. insured; but in the contrary B. mentions as per annexed paper *e* that he could not obtain insurance for the 1900 Rd. as no one would sign on that ship, without receiving an unaccountable praemium.

A few days after receiving these letters, news arives from Lübeck, that the aforementioned ship is lost, with the whole cargo.

As A. had desired both B. and C. to use all possible means to get insurance; without fixing either of them to a certain praemium; and both letters departing on one day; and B. getting insurance, but not C. the last is therefore the cause of the loss, which he might have prevented: hence arises the question: *wheter he is not obliged to make it good?*

No.

Notes.

- a.* Abstract of a letter from A. to B. in Amsterdam, 16th Decembr. 1756.
Mr. Frederic Christopher Göltz of Peterborrow, mentions the 14th Novemb. O. S. that he
on board the bound for Lübeck, for which please to get insurance for 1900 Rd. acquainting me with the necessary.
- b.* Abstract of a letter from A. to C. in Amsterdam 16th Decembr. 1756.
on board the for
from Peterborrow to Lübeck, desiring you to get insurance for 1000 Rd. I can acquaint you that master sail'd the 13th Novemb. O. S.
- c.* Copy of the Post-office's Testimony. On the 16th Decembr. 1756 two letters from Mr. A. of this place, went from hence to Amsterdam, one directed to Mr. B. the other to Mr. C. inclos'd in the mail of that day No. 100 and 101 per riding post, by the way of Cleve. With a testify on request.
. . . . February 1st. 1757.
- Royal Post-office.
- d.* Abstract of Mr. C's letter to Mr. A. Amsterdam 22^d. Decembr. 1756.
According to your order I have got the 1000 Rd. insured, on Capt.
at L. 2600: - current, with all expences.
Inclos'd you'll get the account, amount-
L 5 ing

ing to L. 210:- cassa, which please to credit my account for, &c.

B. Abstract of Mr. B — 's letter to Mr. A. Amsterdam 23^d. Decembr. 1756.

I have not been able to get insurance on Capt. — . . . No body will sign for the 1900 Rd. without a praeium be paid, which I can not answer for, &c.

Q u e s t i o n s.

Which are to be answer'd, before the arbitrement can be granted.

(1.)

„ Whether a commissioner is obliged to
 „ execute the commissions sent him, or whether he can let them alone unexecuted, without being answerable for so doing, on his instantly reporting the same, as B — did, in answering the first post.

(2.)

„ Whether B — who probably had but a bad opinion of the Cap^t and ship, and for the sake of a poor provision, was unwilling to get a bad name by the insurer. This objection is grounded on the advanced season, and dangerous voyage from Peterborough to Lübeck. —

(3.)

„ Whether A — who has corresponded for a long while with B — and in the greatest harmony and concord, has any thing to fear, in not giving an uncommon praeium for insurance?

Ans-

*Answers to the questions, as also a nearer
 explanation to the disputes in hand.*

(1.)

A — has corresponded for 18 years together with B — and all his Russian wares have been insured by him, during the last 8 years. B — had offered his service thereto in the beginning, and never refused a commission of that kind: thence he was obliged, to have fulfilled this order, as C — did at the same time. It ought further to be considered, that B — did not really say he could not, or give a reason why he would not, only mentioning, that the *insurance could not be had, &c.* for which he is less pardonable; as A — had not tied him to any fixed praemium, though C — 's commission was of the same nature, and performed.

(2.)

From the time of the ship's loss, to that of the receiving the order, Mr. B — could not have had any bad opinion thereof, to have prevented him from getting the insurance performed, according to the Amsterdammer statute of insurance. Consequently the loss can not be laid to his charge.

(3.)

Since B — has corresponded for above 18 years with A — and in the course of that time, had no disputes about insurance, since the first desired the other to get insurance in the best manner, not limiting him to any
 prae-

praemium: thence B — could be the more sure, of not falling into any disputes about it.

This I thought proper to mention, to the questions, thence expecting a sentence which can not be rejected.

Arbitrements.

The underwritten are of opinion' that A — will get nothing from B — according to law, for not effectuating the given order, for insurance.

Hamburg

J. L.

M. F.

According to my opinion, B — is in some measure to blame, in not performing the desired insurance for A —, as he neither mention'd the unaccountable high praemium, nor demanded new orders. He is more to blame, because on sending the orders, mention was made, of the ship having put to sea the 13th November, which was the order sent to C — also; of which note A — makes no mention.

Hamburg

S. R —

By reason of A — not mentioning B — that the vessel was already sail'd from Peterborough, and B — answering by the first post, that the insurance could be had no otherwise, than at an uncommon praemium: hence the loss can not be laid to B —'s charge; unless the statute on that head (if any) oblige the commissioner to get insurance, at any rate, and that the person desiring it, must be content

tent with such proceedings. It is very possible that C — got insurance at 7 or 8 per cent; but that does not condemn B —, nor on account of the first getting the start of the latter, probably he might have been the insurer himself. Altona . . .

B. v. M.

According to my opinion A — himself laid the foundation, why B — did not perform the required insurance, in his letter of 16th December. The advanced season, when storms and tempests generally happen, together with other circumstances, making the voyage from Peterborough to Lübeck vastly dangerous, thence an insurer is inticed to demand extraordinary praemiums; and the more so, as B — could give him no information of the ship's departure. Those, whose business is in insurances, know very well, what depends on a ship lying in the port, where she took in her cargo? wheter gone to sea? how long at sea? and what more. B —, could answer to none of these questions. Not being acquainted with these particulars, ought to be look'd upon, as the chief reason, of his getting no insurance, and C — was informed with the requisite information. Consequently A — must bear the loss himself, having no right to demand a requital from B — who is not obliged to pay him any thing.

Altona. . . .

C. K —

III.
PETITIONS.

Letter 130th.

My last of 24th instant acquainted you with the bankruptcy of Mr. N — of this place, since which am favour'd with none of yours. I suppose my letter came safe; I am sorry to confirm said contents!

Having in the mean time got a copy of the petition, which Mr. N — deliver'd to the magistrates of this place, as also to his creditors, which I send you inclos'd. The contents will acquaint you with his circumstances, which for your sake, I can but call them bad enough. He does but offer 10 p. c. The greatest part of his creditors here, have consented. I see no probability of his stock being augmented, thence you will be oblig'd to comply with his offer also. I shall want a power-of-attorney, to sign for you, and in your name &c.

The Petition.

P. P.

At this present juncture, when trade and traffick greatly diminishes, is in a manner sufficient to justify my decay in commerce. Your superiour knowledge in business, will therefore deign to protect me, though I
could

could give no other reasons for the source of my misfortune.

Misfortunes are sometimes heaped together, by an unavoidable destiny, having found out a place for the resistance of her fury. Alas! I am become such a sacrifice. Every thing that an unfortunate merchant can experience has increased upon me, to such a degree, and, has at last plunged me into a very pitiful condition. I therefore beg for protection. The sorrowful echo of my misfortune, which will press tears of shame and trouble from my eyes, the days I have to live; will probably place me amongst the disrespectful number of premeditated cheats, and blast my reputation to all eternity — These will crave help and protection for me, and excite my creditors with compassion.

(The cause of bankruptcy is mention'd here.)

Such a trick false fortune plaid me; causing me at last to give way to her rage, and to throw myself into the arms of my gracious magistrate, expecting under their protection, the determination of my creditors. For this protection, and for the commiseration of the magistrate, I crave protection for the space of three months, to prevent the public shame of imprisonment, on account of my exchange debts.

For which purpose, I deliver you an exact account of my real stock, my debts, and what monies are due to me, according to a mandate published 7th. Jan. 1724. For the truth

truth of which, I am ready to make affidavit, and in a few days to bring it into a better form. I further promise as an honest, though misfortunate man, to do every thing in my power, that may tend to the profit, or lessening of my creditor's losses. God is my witness! I can depart from hence, in peace and quietness, undergo the strokes of fate patiently, and gladly embrace my calamity, in a full assurance of having wronged no one of his due — No, not I; cross destiny has done it. God grant that providence may restore their losses a hundred fold!

This is the real and sincere language of an innocent offender. On granting me a warranty, my total destruction will be avoided; it even will prove serviceable to my creditors. I once more beg it may be granted. On my request being allowed, my distress of mind will be lessened, and my gratitude always remain.

I remain with reverence
your &c.

Leipsic —.

most obedient &c.

N —

*N's proposal and request,
to his creditors at the next coming
easter mart, for paying
10 per cent.*

Gentlemen (Messieurs),

It is with trembling I put pen to paper, to acquaint you with the circumstances of an unfortunate man. The consequence appears terrible

terrible to me, that I must acquaint my kind creditors with loss and damage, instead of returning thanks for all former assistance. — Oh fatal must! which afflicts me in the most cruel manner. Yes Gentlemen, instead of payment, I must represent you with a plan of my ruined condition, and offer you no more than — dare I mention it? — no more, than 10 p. cent. —

How just wou'd the zeal of my gentlemen creditors be, in resenting me with the most reproachful colours, if any one could accuse me with negligence in the management of my business, or of prodigality in my way of living. However, every one that knows me, as also my own conscience, must in justice and equity, pronounce me blameless; which will remain my comfort, in the excess of my pitiable misfortune.

Iust as one does not leave a wounded person upon the street, to be rid over, or killed tho' in hopeless condition, but rather takes compassion on him, raises him from the ground, and gives him comfort and assistance: I even hope for the same, as a person involved in debts, by misfortunes, to meet with the generosity and fellow-feeling of my creditors; which I really expect.

I therefore resign my whole estate, or inheritance, lands and tenements to my creditors, and all and every thing that I am possessed of, without any exception, as specified in the adjoin'd list *letter A.* Was it but suffi-

M

cient

cient to pacify you! But after deducting
2229 Rd. 15 gl. bad debts, only

1374 Rd. 19 gl. —

and the sum my creditors demand from me is
93000 Rixdollars 9 gl.

thence appears, that when 10 per cent is paid
from the whole, only 444 Rd. 9 gl. will re-
main for my spouse, who brought me 1500
Rd. and who had a right to the whole by law.
Out of love and regard for me, she will be
content with that, which her own hand writ-
ing testifies.

The 10 p. c. offered, shall be paid next
easter - mart, all in one payment, on receiv-
ing a receipt, and on delivering the bills in
hand back again, which I hereby promise,
in the most faithful and solemn manner.

As I am in the very flower of my age, pro-
bably providence may, after having under-
gone the painful hours of calamity, smile on
me again, and bless me: then I further pro-
mising, according to the goodness and boun-
ty of my worthy creditors, to contribute as
much as my new stock will allow, towards
discharging the whole — I will do it with
gladness and pleasure! — I will send up my
prayers to heaven, day and night, to become
prosperous, and to testify demonstratively
my honesty towards you — Will he leave my
supplication unregarded? no! he will bless
me for your sakes.

Permit worthy gentlemen, that the most
feeling and sensible love of your noble spi-
rits, may act towards me. Assist me by your
agreeing to my proposals; Your consent will
lay

lay the foundation towards my new instauration, and put me in a way, of getting my bread again. Thence you'll become the preserver of my spouse, and the fathers of my children, acknowledged as such, both by me and mine; and always honoured and blessed by that denomination. United we pray for your preservation; united we pray for your welfare and providence, and for prosperity and success in all your undertakings.

I remain with the most perfect esteem

Gentlemen

Leipsic the —

your most obedient humble servant.

A Petition

fora

Subsidiary.

The Right Honourable

The Magistrates. —

My Lords,

I hope Your Lordship's will be pleased to condescend, in remembering that I am the impowered person, in regard to a lawsuit between Mr. A — and Mr. B — concerning 800 Rd. decided in your laudable court; that I have carried on said suit by my lawyer, before this laudable court, as also before the court of appeals, in the best form an manner possible.

Your Lordship's will also be pleas'd to remember, that Mr. A — was sentenced, to

M 2

settle

settle accounts with Mr. B — for which reason I appealed to the court-of-appeals. Where the sentence given here was ratified and confirmed, thence the case was concluded; and I settled accounts with Mr. B — paying him what was his due. Accordingly I communicated him a bill-of-account, of all my disbursement, amounting to 350 Rd. as per inclos'd note No. 1 desiring a restauration of my money.

According to law and equity, and conformable to the contents of my letter-of-attorney, produced to this laudable court, Mr. A — obliged himself to indemnify me, and especially by the clause *sub hypotheca bonorum*. Thence I made myself pretty sure to gain my disbursement, but instead of which, he detains my whole demand, upon a groundless pretence, that the decree was unjust, which may be seen by the note No. 2.

As it is none of my business, either to enquire into it, or judge of it, I have sued him at law, in order to gain my disburs'd money; but, by all appearance; the court of justice at N — has no inclination to compel him to do it, since I have been able to do nothing for 3 months together.

I am therefore necessitated to crave your Lordship's juridical assistance, desiring you will be so gracious to grant a prescript may be sent to the magistrate at N — the contents to be, that they order Mr. A. — to pay me my demand, together with expences of about 5 Rd. without any further delay.

I need

I need not acquaint your Lordship's, that my conduct and accounts, can not be censured by another jurisdiction. Should Mr. A — make any objections, that I had not sufficiently attended to the contents of the power of attorney, or transgress'd it, or against my accounts, as then, after payment of my demand, I will submit myself to be either sentenced, or acquitted by this laudable court of justice.

I flatter myself with your Lordship's condescension to my request, remain with the most perfect obedience and esteem

My Lord's

Your Lordship's

Bremen 20th. Novemb.
1764.

most humble
and most obedient servant.

IV.

LETTERS - OF - ATTORNEY,

Letter 131th.

Being an answer to the 130th.

This day eight days, I answered your information of the bankruptcy of Mr. N — Since which am favour'd with yours, with the copy of his petition, and proposal of paying 10 per cent. His proposal is indeed very bad. I have scarcely corresponded a year, with him; I have scarcely gain'd a few hundred

mark by him; and must now loose it again by thousands — But what shall I do —! I must be content with his other creditors.

Why did you not write something in his favour? — Why did you not say, Mr. N — is to be pitied, in order to excite me to have compassion with him? Indeed, I pity his misfortune; though my loss thereby is very sensible, as long as I am a man, as long as I'm a merchant, I must pity him, and endeavour to raise him up agin. The ties of society oblige me to do it, which I ought to comply with.

Inclosed I send you an extract of his account-current — deliver it, at the place appointed. You will find thereby, that my demand is Rd. 2640: — I must be content with what I can get.

The power-of-attorney you require, is inclosed. It wou'd be needless, to desire you to make use of it, to my interest. I am convinced it's committed to the charge of a worthy friend, which is you; thence I need say no more towards its being duly regarded, as my demand is in your hands, and what you do, I shall be content with &c.

Power-of-Attorney

for Mr. A. C.— concerning my demand of Rd. 2640: — from Mr. N— under the statute of bankruptcy.

I under-written do by these presents im-
power Mr. A. C — to act for me and in my
name, in an affair of bankruptcy committed
by

by Mr. N— to do every thing which he judges requisite and necessary towards my interest, in short to act as he thinks fit, without any kind of restriction, restraint or limitation. By virtue of this letter-of-attorney, I will acknowledge the signing of his name, without any contradiction, as my own, and indemnify him in every thing, if either cost or charges, should arise in the course of his transactions, concerning my demand on Mr. N — or, an any thing else thereon depending. All this I acknowledge, requiring all to whom it may concern, to regard Mr. A. C— as my authorized and lawful attorney, and receive his signature, subscription or hand-writing, as my own.

Altona 25th. August 1767.
(L. S.)

Selmer Kock.

V.
CONTRACTS
OR
AGREEMENTS.

An agreement of copartnership.

We under-written, viz. John Lembke on the one hand, and Jacob Thabor on the other, do by these presents authorize and empower, all and every part or parts of this agreement

in company, constituted and appointed by us, into the 12 following articles, viz.

Art. 1.

First: We have unanimously agreed to furnish a stock, consisting in ready money, debts and merchandises of 100,000 Rd. 20,000 Rd. to be destinated for paying our creditors, and interest for cash borrow'd, the remaining 80,000 Rd. to remain in trade, and to be made use of no otherwise.

According to the first article, I John Lembke have furnished 60,000 Rd. or three 5ths, of the whole, and I Jacob Thabor two 5ths, or 40,000 Rd. each agreeable to the adjoined inventory, or list of cash, debts and wares. Hence we have reciprocally discharged each other, agreeable to which, all exceptions and objections, are void and of no effect, be of what denomination they will.

(L. S.)

John Lembke's
receipt for 400,000 Rd. to T. T.

(L. S.)

Jacob Thabor's
receipt for 60,000 Rd. to J. L.

Art. 2.

Each party shall have the liberty, to take a certain sum of money and goods out of the stock in trade, and first, I John Lembke 3000 Rd. or the value thereof, and I Jacob Thabor 2000 Rd. or the value thereof. Shou'd either party have occasion for more money, than the specified sum, it must be paid him, provided it can be done, without weakening the trading-

ding-stock. Which sum must be return'd in 12 months time, with the usual interest.

Art. 3.

All debts introduced by either party, are to be received so, that the person who introduces them into the trading-stock, is to stand bail for 6 years together. Providing some of the restant debts, should not be answer'd, in the above time of 6 years, to be repaid by that party from whence they came, in current money. Was the sum enter'd out at use, the interest to be paid also, but if not, no interest to be paid. If in case, new writings should be received by us, in the space of 6 years, for any of the old debts, thence the enterer thereof, is made free from his bail, neither need he be answerable any more. On the contrary, should any of the debts be paid in part, the enterer is not freed from his bail, but remains answerable for the rest.

Art. 4.

The direction of this trade in company, shall be transacted by us both in community, &c.

The above mention'd 12 articles have been prudently considered by us. We further bind ourselves reciprocally, to observe faithfully and sincerely, all the articles contain'd in this present agreement, nor are they to be infringed directly or indirectly, by the respective parties. We abdicate all exceptions or objections, bounties, freedoms, ecclesiastical and human laws, abridgements, protections, and in short every thing, that may tend to the advantage of the one, disadvan-

tage of the other. And for the more effectuating the same, we have signed this agreement, with our hands, and have caused the seal of our arms to be put thereto.

Done at Altona the 20th. March 1757.

(L. S.) John Lembke.

(L. S.) Jacob Thabor.

*An agreement
concerning a particular trading-company.*

Know all men by these presents, that a particular trading-company is erected between Mr. John Peter Yung, on the one side, and Mr. Charles George Esch, on the other, for trading in iron, on the following conditions, fixed and concluded.

In the first place: this trading-company shall commence, immediately after the signing of these presents and to traffick in nothing but iron, tho' more especially in iron-bars, cut-iron, short-bars and hoop-iron.

Secondly: Mr. Esch engages himself to furnish all the necessary forges, for said iron, and to acquaint Mr. Yung, with such dealers, as he can sell his iron to. On the contrary:

Thirdly: Mr. Yung binds himself to advance, or pay down 4, or 5000 Rd. which will be required, according to calculation, to drive on said trade, and for which no interest is to be paid. Providing more money shou'd be wanted, in the progress of this trading-company, 4, or 5 per cent to be paid for the same.

Fourthly: It is resolved, that this iron-trade be carried on, in the name of Mr. Yung,

as

as payer and receiver of all monies, consequently to keep the books, accounts and correspondence, to act in foreign sales, all bills-of-exchange, bills-of-lading, notes or assignments to run in his name, and to be sign'd by him. But

Fifthly: In such a manner, that Mr. Esch may look over the correspondence, when he chuses, and take care of the purchase or buying in, till such times as Mr. Yung has acquired the necessary experience. But more especially, each contracting party, binds himself to maintain this and the former 4th article, in the most conscientious manner.

Sixthly: Is resolved, that the books and accounts be kept at Mr. Yung's own expences; but with this proviso, that at the balance of every year's end, a special account be delivered to Mr. Esch.

Seventhly: The presupposed gain or profit, or contrary to our oppinions, the loss or damage, shall be shared half and half, on balancing the annual accounts; on this condition, that Mr. Esch's share be paid him, on his giving a receipt for the same.

Eighthly: This agreement, formed by a matured deliberation on both sides, shall remain in full force and virtue, for six years together, to commence the day it was signed, un-retractable; unless, either one or other of the parties should die: shou'd this unexpectedly take place, the agreement to be no longer binding, but the dividends exactly distributed. Should the heirs think fit to make a new agree-

agreement, to be look'd upon, as having no manner, of attachment with the present one.

Lastly: Each party binds himself, to keep and maintain this present agreement uncorrupted and inviolable, totally renouncing all kinds and forms of law, which trough mistake, and not wilfully, may appear in said articles. In witness whereof, this agreement is drawn double, sign'd, seal'd and exchanged. Frankfort-the —

(L. S.) John Peter Yung.

and the other

(L. S.) Charles George Esch.

Agreement

concerning an associable company.

Since Sir George — and Mr. Jacob Clausius, have agreed together, to begin to trade in company, and for each others security, have agreed as follows &c. That this present agreement be drawn up, and the company consist in

The first place: In the following, who shall have the under mention'd sums advanced them, &c.

to Mr. A — at M — Rd. 3000: -

to Mr. B — at C — at Rd. 1000: -

to Mr. C — at O — 1000: -

Total . . Rd. 5000: -

in Hamburger bank money; that is, to the first, on a sufficient furnishment of copper, and to both the last, according to the course of business, and retarded remittances. Thence is bound

Se-

Secondly: Sir George — binds himself to furnish the Rd. 5000: — banco, either in ready cash, all at once, or in such a manner, as Mr. Clausius shall require it, that he may be enabled, to pay such goods as have been purchas'd for this trade, and answer the bills thereon depending, at the time appointed. In consequence of which Sir George — has

Thirdly: To regard those people, to whom the money has been advanced, as his own proper debtors, and all the warehouse goods, as his own proper pawn, and in case of necessity, to act therewith, according to the statute of mortgages.

Fourthly: Mr. Clausius obliges himself, to carry on said business, according to the best of his knowledge, and conscience for the profit and advantage of both sides, to keep the accounts faithfully, and at the year's end, to make up an exact balance of the whole, so, as to make oath thereon, if required.

Fifthly: Though Mr. Clausius has no need to advance money, of Sir George any right to take interest for his, nevertheless the profit to be divided, half and half, and paid at the years end, without any abatement.

Sixthly: The contracting parties place an entire confidence in each other, and Sir George — has offer'd to bear such losses, alone, which can not immediately be laid to Mr. Clausius's charge, through negligence, or mistake; but, in order to make the latter more precautions and diligent, it is agreed on, that the 4th part of all losses, which may happen, fall to his charge.

Seventhly: If either of the parties should think fit to dissolve the partnership, he must give warning 6 months beforehand. Should this be done by Sir George —, and Mr. Clausius can make it appear, that it is impossible for him to get all restant debts in, against that time he shall be obliged to pay $\frac{1}{2}$ per cent per month, for all remaining debts and to use all means to get them in. But shou'd Mr. Clausius resign, he is obliged to return the whole advanced sum, before the expiration of the 6 months.

Lastly: According to the 3^d article, Sir George — can act against every thing belonging to this trade in company, according to the statute of mortgages, and for his better security, Mr. Clausius binds himself and all that he has.
Done at &c. —

An agreement of separation.

By virtue of these presents, between Mr. A — Mr. B. — and Mr. C — concerning a trading company erected the 24 March 1752 and to continue for the space of ten years, in the city of Leipsic; but said gentleman, not finding it convenient, to continue said company any longer; have resolved to separate, annihilate the same, in manner and form following: viz

I.

Mr. A — and Mr. C — declare, how they give up, resign and yield their trade to Mr. B —, together with all active and passive debts, mercantile materials, or implements,
of

of what kind soever, either in Leipsic, Frankfort, Naumburg, Brunsvic or in any other place; that he may assume, usurp and lay claim to all and every part thereof, as is his own real property, and from this date, recover any kind of debts in his own name, and to transact in every respect, according to his own free will and pleasure.

2.

The resigning gentlemen, Mr. A — and Mr. B — oblige themselves further, that from this day on, they have nothing to do with said branch of trade; that they will receive no payments, or contract any debts, here or elsewhere, on account of said trade, either separately or combined; that nothing be attributed to Mr. B — which is not specified in these presents, and particulary stipulated in these articles of separation, and either deliver'd to him in part, or regulated in the writings.

3.

Mr. A. — and Mr. C — bind themselves further to become bail, to Mr. B — for the truth and justness of the nominated debts, wheter active or passive, untill the next *Jubilate-mart*, and no longer.

4.

On which account Mr. B — must pay to Mr. A — and Mr. C — the sum of twenty thousand Rixdollars; on signing this contract of separation 10,000 Rd., on the approaching *Jubilate-mart* 5000, and the remaining 5000 Rd.

Rd. the next following *Michels-mart*, the same year, &c.

Done at Leipsic the 23^d. February 1757.

(L. S.) A.

— B.

— C.

*An agreement,
between a merchant, and his clerck.*

This day, being the 10th. of February 1757 is agreed on, between John Richter, merchant and trader of this city, on the one hand, and Matthew Kock, merchant's clerck, on the other, as follows, &c.

The above mention'd Matthew Kock, binds himself for the space of four years together, to commence the 1st of this present month of March 1757, and continue untill the 1st of February 1761, as a merchant's clerck to me John Richter. He also, obliges himself to be honest, active and diligent, during said time, to execute and perform all kinds of commercial occupations, committed to him, with care and industry, observing my interest in every thing, to the extent of his power, and to prevent every thing that may tend to my loss; on pain of forfeiting his all.

In requital of which, I John Richter promise to him Matthew Kock, not only meat, drink, washing and lodging, for his service, but likewise, to pay him without any restriction, the sum of one hundred Rixdollars per annum, for the two first years, and for the two last, each one hundred and fifty Rixdollars.

Pro-

Providing either the one or the other, should think proper to change, on the expiration of the said term of 4 years; is obliged to make it known 6 months before the agreement is ended.

For the more strengthening and confirming the contents of this agreement, each party has signed the same, and caused the seal of their arms to be put thereto. Franckfort, the day and year above written 1757.

(L. S.) John Richter.

(L. S.) Matthew Kock.

Agreement of an apprenticeship.

Since Mr. Christian Arnold in Altona, has agreed with Mr. Frederic William Manschaf in Hanover, to take his son John Manschaf apprentice, by which occasion the following is agreed on, and for the security thereof, this present contract is drawn.

First: John Manschaf binds himself apprentice from the 1st. of May 1760, to the 1st. of May 1765, and thus 5 years together, to Mr. Arnold or his heirs, or successor in trade and commerce, during which time to behave soberly, faithfully and sincerely, indefatigable in all kinds of mercantile business, intrusted to his charge, to divulge no secrets, that may prove to his masters disadvantage, but to promote his interest as much as in him lies, and prevent his loss. To which

Secondly: Mr. Arnold as principal binds himself for the continuation of 5 years, to give his said apprentice, meat, drink, washing and lodging, at his own table, and in

his own house; to promote him in the paths of piety and godliness, and to give him such instructions in trade and commerce, that at the expiration of his years of apprenticeship, he may engage himself as a well qualified clerck, in some other counting-houfe, to which his present master (according to his behaviour) offers to recommend and assist him.

Thirdly: Mr. Manschaf obliges himself, to find his son with apparel, during the 5 years of his apprenticeship, and besides that to pay for the three first years 200 Rd. Hamburger banco, apprentice-money, one half on signing this agreement, and the remaining 100 Rd. at the end of the 3^d. year. The aforesaid, also stands bail for his son's honesty, in a bond of 1000 Rd. banco.

On the termination of the 5 years of apprenticeship, all obligations cease. Should either of the parties be inclinable, to make a new agreement, by mutual consent; to be done, according to justice and equity. And for the more effectuating the same, this contract is drawn double, and properly signed and seal'd.

Altona and Franckfort the 10th. April 1760.

VI.

A BOND OR OBLIGATION.

An Obligation for money lent on wares.

I under-written acknowledge, that Mr. Claus Preuss has advanced, and paid me down in ready

ready money the sum of one thousand Rix-dollars. I therefore promise to pay him, or the lawful owner of this obligation, within the space of three months, the above mention'd 1000 Rd. together with 3 per cent interest per month; and, until the accomplishment of which, I bind myself and all my goods, nothing excepted; and for the greater security thereof, I have given the said

A. P. 1 barrel of Indigo No. 10. &c. as a pawn, or safety.

Shou'd it happen, contrary to my opinion, that I could not return the principal and interest, at the time appointed, my creditor has then full power to dispose of the pawn, according to reason, without any further ado; and to pay himself both principal, interest and expences arising from the sale thereof. However, with this reservation, that the surplus, be returned to me again.

In regard to taking care of the pawn, Mr. Claus Preuss, can act therewith, as with his own, and on taking due care thereof, if perchance it shou'd be destroy'd by fire, water or otherwise, to be noways answerable for the same. In witness hereof I have sign'd this obligation.

Hambro' the —

*A counter-bond,
which may be demanded on pledging goods.*

I acknowledge to have receiv'd from Mr. Antony Erich, a barrel of Indigo, weighing eight hundred lb . tare, as a pledge for one thousand Rixdollars bank-money, I lent him;

N 2

which

which said barrel of indigo, I promise to deliver to him, or the producer of this note, on being paid the above mention'd principal and interest for 3 months, undeniably. And for the more security hereof, I have sign'd this note.

Hambro' the —

A common-bond.

I under-written do acknowledge by these presents, for me, my heirs and assigns, to have this 20th of January 1765 receiv'd from Mr. Peter Jacobsen of this town, two thousand Rixdollars current money, on interest, renouncing all exceptions, of every kind and denomination.

I also bind and oblige myself to pay 5 per cent interest for the above mention'd 2000 Rd. danish currency, per annum, to the afore-said creditor, his heirs, or possessor of this obligation, commencing this date, without any restraint or expences; as also to return the said 2000 Rd. on warning being given by either party, half a year before hand: To which end I renounce all manner of exceptions, evasions and gratifications whatsoever, by pledging all my present and future possessions, be where they will, untill this whole debt be paid and discharged.

In witness of the truth, and for security's sake, I have signed and sealed these presents, with my own hand.

Done at Altona 26th. January

1763.

VII.
C E S S I O N S.

A cession, or resigning a legacy.

I under-written acknowledge to be indebted to Mr. John Otto, the sum of one thousand Rixdollars, in consequence of a bond, bearing date the 30th. January 1762, as yet one thousand mark, besides enterest not yet paid, thence a suit at law is intered against me, to prevent which, and towards paying my debt, I hereby resign and yield up to Mr. John Otto, 1000 mk. banco, out of a legacy, left me by my deceas'd father Mr. — or the value thereof in current money.

I therefore quit, yield and resign, in the best manner and form, according to law, 1000 mk. or the real value thereof, to Mr. John Otto, so, that he has full power and authority to receive so much, out of my deceas'd father's inheritance, belonging to my portion, without any further consent from me, having expressly impowered him so to do.

In witness whereof, and exempt from all and every kind of exceptions and gratifications, I have signed and sealed these presents.
Hamburg the —

Cessio nos a debt.

As Mr. Jacob Eberhard has been indebted to me for three years together, for wares sold, money lent, principal and interest, the sum
of

of twelvehundred and forty Rixdollars, in Louis d'or, at five Rixdollars each, according to the inclos'd account, and my circumstances not permitting me to recover said debt myself, have resolved to commit it to the care of Mr. Ernst Roode.

I therefore impower said Mr. Roode, by virtue of this cession, to act as he thinks fit, with my creditor Mr. Eberhard, concerning the aforesaid sum; to come to friendly terms with him, and fix times for payment, otherwise to sue him at law, in short, to act as if it was his own, and as he may think proper: For which reason, and without any mental reservation, claim or pretension, resign and quit said demand according to law; however with this clause, that I remain bail no longer, than six months from this date; shou'd Mr. Roode, either by negligence in getting payment, sustain any loss or otherwise, I am not to be answerable for it, he must undergo the loss himself.

Lastly: I do hereby certify, that Mr. Ernst Roode has this day paid me the value of the 1240 Rd. resigned to him, after having first deducted 6 per cent, for advancing the money, and expences which may arise in getting payment, hence I have no further demand on him.

In witness whereof, I have drawn this cession and instrument of resignation, signed it with my own hand, and put the seal of my arms thereto.

Done at Altona the 10th day of August
1767.

VIII.

A MORTIFICATION'S - RE-
COGNISANCE,
CONCERNING A LOST (DOCUMENT)
WRITING.

I under-written do certify, for me, and in my name, my heirs and assigns, that on this day Mr. John Krebs has paid me one thousand mark, with interest, danish currency, which I lent him the 1st May, last year; hence I am obliged to return him his bond and obligation again.

But by some mistake or other, unknown to me, his bond is lost, and after diligent searching, can not be found; for which reason, I bind myself, if peradventure it should be found, to deliver it to the said Mr. Krebs.

But in order to free Mr. Krebs, from any further demand, about the 1000 marks, lawfully paid and discharged, I do by this present recognition, quit, free and discharge him, from this very hour, and declare the aforesaid bond or obligation to be void and of no effect: so that neither I, my heirs, administrators, or assigns, nor any future possessor of said bond or obligation, shall have any right to demand payment, either now, or any other time to come.

All and every magistrate, judge, or courts of law, are desired not to allow any law-suit to commence, concerning the above mention'd bond or obligation, against Mr. Krebs,

or his heirs; but rather, on producing this instrument, to secure him against all demands, on that occasion.

In witness whereof, I have signed this mortification's - recognisance, with my own hand, &c.

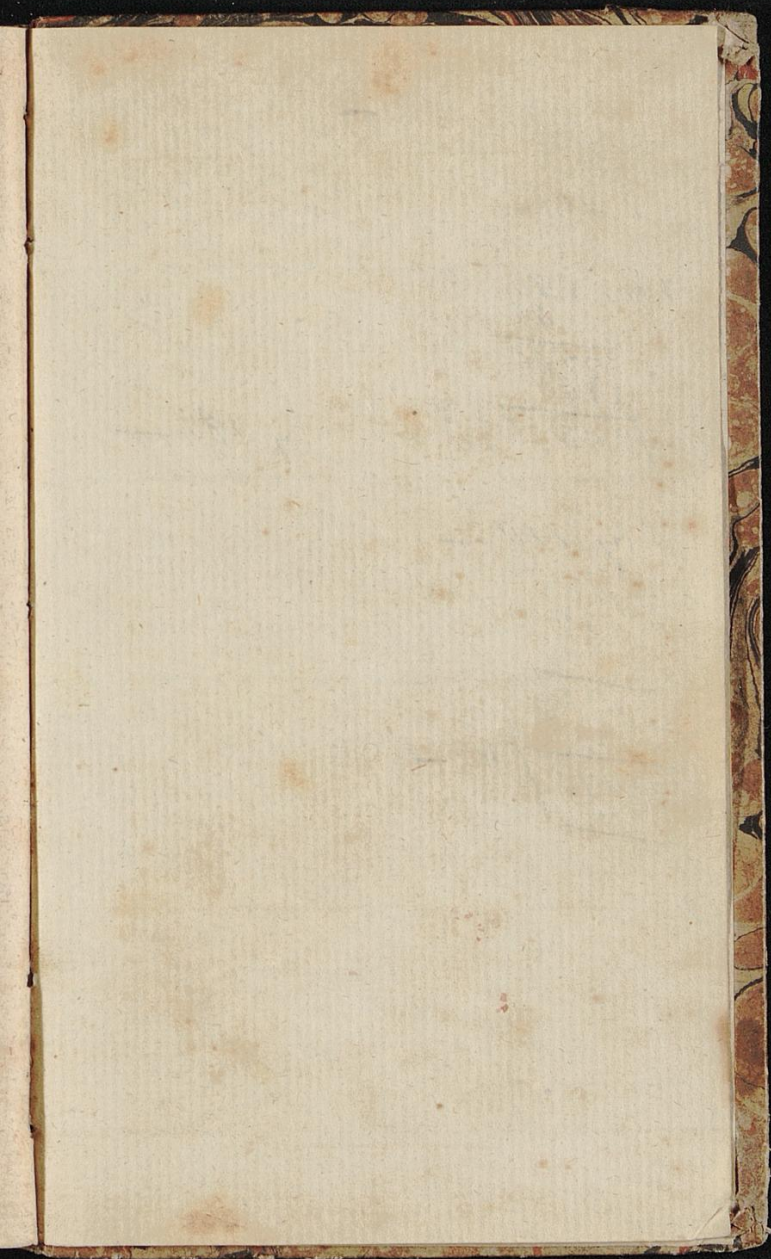
IX.

A GENERAL RECEIPT FOR
A BANKRUPT.

We under-written acknowledge by these presents, to have received from Mr. N — the just and lawful sum agreed on, for us and for our friends; in consequence of an agreement made and perform'd; on which account, we grant him a receipt, sign'd by our own hands, renouncing all and every form of debt, for us and for our friends, according to the strictest letter of the law.

At the same time, we renounce both for us and for our friends, by virtue of a letter-of-attorney, from every demand given into the recorders office, against the aforesaid Mr. N — after the proclamation had been issued, to be void and of no effect, being willing that the writ against him cease, and all his books of accounts, and other effects, not only be restored, but that he be put into the lawful possession thereof, and to have a free disposition over the same, without any limitation.

Altona the 29th. August 1767.



108 —

148.

$$\begin{array}{r} 360. 540. 48 \\ \quad 48 \\ \hline 2700 \\ 2160 \\ \hline 760 \overline{) 24300} \quad | \quad 4 \end{array}$$

7 180 —

7 110 —

$$\begin{array}{r} 90 \\ 24 \\ \hline 690 \\ 100 \\ \hline 60 \overline{) 2470} \quad | \quad 40 \end{array}$$

Inches 1 2 3 4 5 6 7 8

Centimetres 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

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Blue	Cyan	Green	Yellow	Red	Magenta	White	3/Color	Black

360
360/2
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