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MORE EXTENSIVE  
MERCHANT'S PROJECTS.

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I.  
INSTRUCTIONS.

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Letter 126<sup>th</sup>.

*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 15<sup>th</sup>. 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 28<sup>th</sup> 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 1<sup>st</sup>. 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 11<sup>th</sup>. 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 7<sup>th</sup>. September 1762, the law-suit began at N - and a decree passed conformable to the former. I acquainted Mr. Basta with it the 23<sup>d</sup> 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 9<sup>th</sup>. 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<sup>d</sup> 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 1<sup>st</sup> 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 14<sup>th</sup> 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.

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### Letter 127<sup>th</sup>.

Your agreeable favour of 15<sup>th</sup> 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 20<sup>th</sup> 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 29<sup>th</sup> 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 13<sup>th</sup> February, this year and promised to send me money for the same.

On the 24<sup>th</sup> 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 27<sup>th</sup> of the same month, I received another draft, for Rd. 500. in Louis d'or, and on the 28<sup>th</sup> 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 10<sup>th</sup> 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.

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II.  
AN ARBITREMENT;  
OR  
ARBITRATION IN DISPUTES.

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Letter 128<sup>th</sup>.

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