

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 25<sup>th</sup>. 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 20<sup>th</sup>. 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 4<sup>th</sup> 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: -

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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 4<sup>th</sup> 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<sup>d</sup> 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<sup>d</sup>. February 1757.

(L. S.) A.

— B.

— C.

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

This day, being the 10<sup>th</sup>. 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 1<sup>st</sup> of this present month of March 1757, and continue untill the 1<sup>st</sup> 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 1<sup>st</sup> of May 1760, to the 1<sup>st</sup> 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<sup>d</sup>. 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 10<sup>th</sup>. April 1760.

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## VI.

### A BOND OR OBLIGATION.

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*An Obligation for money lent on wares.*

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