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ART. I.—WHAT CONSTITUTES A MERCHANT.*

WHILE the labor of the mechanic moulders or decays after him, the title of merchant is sounded for ages. Cities may be swept to the outline of their foundation; but, their merchants are kept in remembrance. Whole nations will war to protect a single merchant: for he carries the honor of his country at the mast of his vessel. His success is the success of that country; and his insolvency causes the firmest institutions of his own land to tremble. The ocean seems to rejoice with the freight of his ships; the winds lend him their breath; the iron appears to have become magnetic for him; his mere cipher is known and respected thousands of miles away; he has been called the steward of the world's stock; while the virtues of the earth are supposed to guide and to sustain him.

Even the gentler part of his household have, in monarchies, shone with a brilliancy that caused envy to arise in the heart of queens. Jane of France, wife of Philip the Fair, while residing a few days at Bruges, was mortified at the splendor of the merchants' wives: "I thought," said she, "I had been the only queen here; but I find there are above six hundred queens in this city!"

And who has not read of the Hanseatic league, whereby the merchant withstood the exaction of nobles, and rescued the sea from pirates? By industry and fidelity, the merchants, under this league, could run their cables almost round the world. Alas for them that they became warlike, and neglected the peaceable pursuit of commerce. It destroyed them and their many ships; and the time came when, to use the quaint language of the period, "most of their teeth were out, and the rest loose." Yet in the history of the world, there is not a more extraordinary example of what industry, with a strict union of interests for effecting a great purpose, can do, than was performed by the man of commerce under the league.

* A Lecture read before the Mercantile Library Association of New-York, by CHARLES EDWARDS, Esq. and now first published in the Merchants' Magazine, by request of the Board of Directors.

All nations take special knowledge of the law merchant; and the common and statute law of more countries than one, leave the causes of merchants, in many cases, to their own peculiar code. The custom of merchants is even a part of the common law, of which judges must take notice; and if any doubt arise about the custom, they may send for merchants to know it.

The Magna Charta of England, (as strong a sheet-anchor as our declaration of Independence,) makes special provision for the safety of the stranger-merchant. And it is not a little singular, that it should have found its way there; for Magna Charta is a mere interior treaty between a King and his natural-born subjects. However, so it is: and this gives Montesquieu the chance of saying that the English had made the protection of foreign merchants one of the articles of their national liberty, and shows how much they value those three great advantages, religion, liberty, and commerce.

And it does the heart good to recur to instances of mercantile character; and to observe upon proofs of the respect which countries have paid to the merchant.

The tact and generosity of an English merchant, Thomas Sutton, is said to have materially aided in the defeat of the Spanish Armada, and thereby saved British liberty from torture and thumb screws.

A fear of the power of merchants stopped Charles V. from establishing the inquisition in Antwerp; while a merchant of that city lent this king a million of money, and, at an entertainment which he gave him, burnt the bond in a fire of cinnamon—at that time a most costly spice.

A merchant of France raised an army at his own expense; and lent millions to his country. A Georgian of low birth was able, by the quiet acts of commerce, to obtain an immense revenue, and to keep 6000 troops in his pay. His doors were always open, he was beloved by his brother merchants, and known for his deep and various learning.

Russia, with all her extent of land, was as nothing, until that half Goth, Peter, surnamed by his countrymen the Great, promoted the advancement of commerce. He gave his personal attention to the building of ships, training of seamen, opening of harbors, and the establishment of ports.

Our own country, though young in her commercial relations, can already show what may be gained by the merchant. Girard has raised his own monument; Irving has deemed the enterprise of a merchant a fitting theme; while the furnace of the present time will bring out the refined gold of mercantile character, and make it a subject for future history. Nor does it matter from what source a merchant gains his greatness.*

Cities subsist by the manufacture of such slight articles as ribands. Denmark, in ancient days, gained her mercantile riches merely through her sale of herrings—all nations resorted to her, and brought precious commodities, and gold and silver, in exchange for these common fish. It is wonderful, too how a single article may, through the facilities of the merchant, increase in the market, and almost sink or sustain the balance of trade between commercial countries. In the year 1785, the import of cotton wool into England, from America, was only 5 bags; in 1786, 6 bags; in 1789, 108 bags; while in the years 1834 and 1835, the crops were, 1,254,328 bags. In the latter year, England and Scotland together, consumed 18,348 bags a week. The quantity of cotton wool exported by this country during 1835, amounted to 370,194,184 lbs., valued at the places of exportation at \$16,435,746. Since the year 1792, the increase in the exportation of this staple from the United States, has been nearly 2,000 fold.

With such power in commerce, and such examples before him, the young man, who is looking towards merchandise for his future good, must naturally desire to gain the title of Merchant. What, then, constitutes a Merchant? A word, nevertheless, here, upon the idea which persons at times attach to the mercantile man. They lose sight of the broad space over which he carries his thoughts and property, and fancy his intellect to be as confined as his counting room. Taking one example, let us listen to the prejudices of Dr. Johnson. "At breakfast," says his entertaining jackall, Boswell, "I asked, what is the reason that we are angry at a trader's having opulence?" "Why, sir," said Johnson, "the reason is (though I don't undertake to prove there is a reason) we see no qualities in trade that should entitle a man to superiority. We are not angry at a soldier's getting riches, because we see that he possesses qualities which we have not. If a man returns from a battle, having lost one hand, and with the other full of gold, we feel that he deserves the gold; but we cannot think that a fellow sitting all day at a desk is entitled to get above us." "But," responded Boswell, "may we not suppose a merchant to be a man of an enlarged mind, such as Addison in the Spectator describes Sir Andrew Freeport to have been?" "Why, sir," retorted Johnson, "we may suppose any fictitious character. We may suppose a philosophical day laborer, who is happy in reflecting that, by his labor, he contributes to the fertility of the earth and the support of his fellow creatures; but we find no such philosophical day laborer. A merchant may, perhaps, be a man of an enlarged mind; but there is nothing in trade connected with an enlarged mind." Johnson is too well known at the present day to require a comment upon remarks hazarded for effect. He who could say that Americans ought to be thankful for anything allowed them "*short of hanging*," will not have much weight with my hearers.

There are, also, persons who would sacrifice the merchant for the agriculturist; and consider the latter as all in all. However, gentlemen, the genius of a country who looks to her fields alone, sits like a poor shepherdess upon the mountains, who is content at seeing the waves of the surrounding ocean fashioned into white lambs, and the billows rise like her cattle in anger. The true genius will, with the glance of thought, see how that ocean is panting for the productions of the earth. Such an one proves to be a Minerva, who can and will cast aside her warlike emblems, to place the first vessel upon the sea, and encourage every Jason of her country to steer fearlessly for the golden fleece. The agriculturist bears no comparison to the merchant. Those persons who have lived in or visited maritime cities, must, at once, acknowledge this. The merchant can "stand as one upon a rock, surrounded by a wilderness of sea." The farmer must have his rich pasture, a kind climate, and seed to sow. He has to wait for hay time and harvest: the merchant casts his bread upon the waters at all seasons. There is as much difference between them as between an inventor and a mere working man. It is true that Sully looked to the industry of the countryman as the only source of wealth. "Tillage and pasturage," it was a favorite saying of his, "are the two breasts by which France is nourished, the real treasures of Peru." It is likewise true that Sully seriously checked national industry by not encouraging manufactures and commerce.

Trade has this power over agriculture: it increases the wealth of a nation without the labor of producing or fabricating a single article. This is done through fearlessly carrying the dead stock of the agriculturist and planter to places where such stock is not produced. Trade is the foster mother of agri-

culture. The man of the country may feel himself a priest of nature : but gentleness and a love of the beautiful are also found in a maritime city. Philosophy can move around our wharves as well as repose under a tree. Nature may be studied amongst us, (although she may be discovered with more difficulty ;) and I

“ ——— rather would entreat thy company,
To view the wonders of the world abroad,
Than, living dully sluggardized at home,
Wear yourself out in shapeless idleness.”

The only advantage the farmer possibly can possess, is in a selfish quiet of mind — letting his thoughts merely

“ Hang on each leaf, and cling to every bough.”

But who is this being we are upholding? My young friends are by this time asking : how can I compass this character? When will it be my lot to rank as a merchant? Even now I can buy, and I can sell. Yet varied excellence is not mine. What must I do to deserve the title? — *What constitutes a Merchant?*

Our merchant, then, possesses **DECISION OF CHARACTER**. His mind may be allowed to vibrate, for that the needle does; yet, like the needle, it will still be constant. If a youth find his disposition vacillating; if he let “I dare not,” wait upon “I would” — then we bid him not go where merchants most do congregate; he must keep his foot from the floor of the Exchange, and not let his ventures be squandered abroad. He should move in a narrower sphere, where his virtues may still be recognised, and his anxieties not be over-stretched. Many a youth has made his fortune by determination of mind, while more have marred their prospects from a want of it. No man can conduct a great and honorable traffic who has it not. He who is without decision of character, makes a bad debt and a doubtful bargain; and the motto of the merchants for centuries has been, “better a loss at sea, than a bad debt on land.” His desire of rising will be checked by an idea of falling. He fears the battle before the trumpet has sounded. He will be apt to say with Sir Walter Raleigh:

“Fain would I climb, but that I fear to fall;”

While we would answer with Elizabeth :

“If thy heart fail thee, climb thou not at all.”

Such an one cannot succeed, but he will bring himself down to exclaim, “The thorns which I have reaped, are of the tree I planted. They have torn me, and I bleed.”

He who has decision of character does not inquire whether an act be right. He feels it is; and knowing, will pursue, and must attain the profitable end. He is prompt and firm; the billow stays him not — even in its stormiest hour; nor can the wintry gulfs be barriers, for he has confidence without obstinacy, and constancy of purpose under all circumstances. When the friends of Pompey attempted to dissuade him from hazarding his life on a tempestuous sea, in order to be at Rome on an important occasion, this man of decision said: “It is necessary for me to go: it is *not* necessary for me to live.”

And let our friend come to his labor with a **CHEERFUL DISPOSITION**: for it helps wonderfully in making a good bargain. A cheerful disposition, says Hume, is worth ten thousand a year. With decision of character and

a cheerful disposition, our merchant will be enabled to ward off envy and hatred; and we bid him not flatter himself that they will keep away, for, as it has been prettily said, envy and hatred did not spare Fenelon.

There is, then, an **AMBITION** belonging to our merchant. I speak not of that ambition which destroyed Woolsey: for that was the ambition of an unbounded stomach—nor the ambition that weighed down Milton's angels: for it was mingled with envy—nor the ambition of Cæsar: for it smacked of dominion—but, the ambition which, as Bacon hath it, "maketh men active, earnest, full of alacrity, and stirring;"—in fine—a desire to accomplish a name which shall rate like a ship of the first class; be sounded with honesty in distant marts; give to his bill of exchange the currency of the world, and to his merchandize the highest price and the best consideration. This is a laudable ambition: for it can only be obtained through years of active intelligent business and unbending integrity. John Ludwig, a Saxon peasant, was dismissed from school, when he was a child, after four years' ineffectual struggle to learn the ordinary rules of arithmetic. He had been, during the time, beaten and scolded in vain. He spent several subsequent years in common labor, but, at length, some accidental circumstances excited his ambition; and he became expert in all the common rules, and mastered the rule of three and fractions, by the help of an old school book, in the course of one year. He afterwards, without assistance, overcame geometry, and raised himself, by the force of ambition rightly directed, from obscurity to fame. Here we have a fair illustration of a laudable ambition.

The virtue of **TRUTH** never leaves a merchant. A price current will, with him, have the honesty of an oath, without the necessity of one: and a deposition at the custom house is considered a solemn declaration. The false entry and short measure are only known in the vocabulary of the knave—they are not to be found in any mercantile compendium. Nor will I grant my gentleman the benefit of the whitest lie that Mrs. Opie may have illustrated.

It is needless to point out all the fruits of knowledge the merchant enjoys. Still he must be a **RIPE AND GOOD SCHOLAR**. He knows not from what part of the world consignments may come; nor who may be his correspondents. Yet he is ready with knowledge to handle any peculiar article, and converse with or write to every intelligent consignor. The Senate of his country may, at a few hours warning, call upon him to attend and give information upon matters of national importance; a court of justice will want his experience; the great Lord Mansfield—great must he be in the respect of the merchant, for he built up the beautiful system of commercial law—was in the habit of consulting with merchants when he had doubts in mercantile trials. In a reported case, upon adjustment, he is made to say: "as I expected the other cause would be tried, I thought a good deal about the point, and endeavored to get what assistance I could, by conversing with some gentlemen of experience in adjustments." At the social board, our merchant has to meet the well informed of other lands; a ship at the Narrows is in jeopardy, and he has got to act and to advise in a moment of storm, and in a matter of wreck; merchandize is injuring in the warehouse or in a dark hold, and his information and action must check the ravage—all this, and much more, must the merchant meet, go through with, overcome, and bring to his own end, and to the advantage of those who, in absence, rely upon him.

Nor would we have our young merchant lose his time upon so many works of fancy, as I regret to say, fill up, not ornament, the shelves of the Mercantile

Association. Poetry, and Romance may be playthings, but never become playmates. The novel-reader seldom turns out a follower of philosophy; nor is the lover of poetry often a man of business. I am aware of the fascination around romance, and how much the time of youth is the period of poesy. A wizard, too, has produced works that have enchanted the old and the new hemisphere; and though that wizard now sleeps beneath the ruins of Dryburgh Abbey, in Scotland, yet his spells remain. However, Knights of old gained more by destroying or breaking through the enchantment, than in going into fairy palaces. Bunyan's pilgrim found difficulties in passing worldly enticements, and getting to the top of the delectable mountains: but when he had arrived there, prudence, piety, and charity, caused him plainly to see the bright city in the distance.

It is a healthy reader we require. He must break the rock for the garnet, dig deep for the gold, and sift it well when found; move up the hill to the very source of the spring, and not be satisfied with the flower upon the surface of the ground.

Nor let our subject for a moment fancy he can gain all he wants from outward business; and even if he could, he would lose the enjoyment arising from study. "Who so valueth," says an ancient author, "the fruit he buyeth of the stall woman in a market, as that which his own hand hath gathered after great pains, and, it may be, peril encountered in the search?" Nor shall he say, "I can learn of my employers;" for he is to understand that, through books, he learns from many employers — he thus comes at the skilful result of many masters. Nor will wholesome reading be otherwise than beneficial. "The same age," says an historian, "which produces great philosophers and politicians, renowned generals and poets, usually abounds with skilful weavers and ship chandlers. We cannot reasonably expect that a piece of woollen cloth will be wrought to perfection in a nation which is ignorant of astronomy, or where ethics are neglected."

And then, for ARITHMETIC AND FIGURES in general. Our merchant not only knows that 2 and 2 make 4; but he has, in all honesty, to let his accounts show it, notwithstanding Swift, in his wit, chooses to say, that in the arithmetic of the custom house 2 and 2 do not make 4.

To keep good books (not merely honest ones) is a first virtue. They form the only true balance by which to find the quantum of riches, the quantity of business, and the amount of loss. There is no occasion, as in days of old, to weigh the shekels of silver in cumbrous scales: for not only the value of these, but dealings with all the world, may be compressed into a sheet of ruled paper — into a smaller space than any mechanical screw could force them; and yet, having a harmony more perfect than musical notes, and as true, in results, as the ends of the Deity. Edgeworth calls arithmetic "that useful, essential branch of knowledge, without which neither the abstract sciences nor practical arts can be taught."

A readiness at figures produces confidence, and adds prudence to the moral standard. It gave the good but unfortunate De Witt a higher character. Perhaps no man ever applied algebra to all matters of trade so nicely as he did. He had a pocket book full of tables, and was ever ready to show how his country could be furnished with money. After his death, one of the persons appointed to scrutinize his books and papers, was asked what had been found in them; he replied, "What could we have found? Nothing but honesty and virtue."

"Merchants," says Roger North, "are infinitely curious in the fairness,

regularity, and justice of their books, which they esteem as authentic registers, concerning not only themselves, but all other persons that they have had dealings with, or may derive interests thereupon; and to such books appeals are commonly made, for they are or ought to be the truth, whole truth, and nothing but the truth, of all that is done and disposed in a method, videlicet, by waste, journal, and leger, the most exquisite for repertory and use that the wit of man, with utmost application, has been able to frame."

Even the law, with all its severity, under certain circumstances, respects and admits the books of a merchant as evidence of what may be owing to him, provided he can first prove he keeps correct accounts. Great ends may be obtained by a perseverance in figures.

And, as allied to this, we may speak of **MECHANICS AND GEOMETRY**. The merchant's mere wharf or pier cannot be laid without a practical use of mechanics, depending upon geometrical principles; for he has to guard against the pressure of earth and of water. But mathematics will require his best attention. "If a child be bird-witted," says Lord Bacon, "that is, hath not the faculty of attention, the mathematics giveth a remedy thereunto; for in them, if the wit be caught away but for a moment, one is to begin anew." A knowledge of geometry will lead our boy-merchant to the science of navigation, and then the course of his ships, the conduct of their captains, and the correctness of the log book, may be tested; while the science of mechanics will tell him how to cut great bars of iron with the same ease he would separate a willow wand, allow him to stamp sullen metal with as much facility as he can impress his seal upon the letter of business, cause him to draw ashore and launch again great ships as lightly as the ancient Briton moved his coracle, and tell him how to lift coal and ore from the mines without a stifling of his breath. The merchant must be mechanical. He cannot possibly do without even the ordinary mechanical powers. He every day requires the firm foot of the lever; his crane is made of the wheel and the axis; and, by the inclined plane, he causes an unbroken line for the transmission of his goods over hill and valley. In truth, gentlemen, your true merchant will seize upon the whole range of **NATURAL AND EXPERIMENTAL PHILOSOPHY**. In Hydrostatics, which includes the hydrometer, he finds that cup of Tantalus, the cyphon; the diving bell, of which the world will hear more; the beautiful action of pumps; and the water press, whereby a single man can bring light goods into twenty times less compass than they were originally — thus allowing a vessel to carry twenty times more packages than it could without the means of the water press. Then, there are the laws of motion, and the steam engine; and who, in this land of a Fulton's labors, where the steam paddle was invented, where this mighty power, the steam engine, every where "wields its large limbs, and nodding shakes the earth," and where the noble steam boat — like a creature of freedom — moves with the force of a leviathan, yet guided by a child's strength — who will dare to be ignorant of the parts and the usefulness of the steam engine?

And here, a word by the bye: how often have the most wonderful and useful discoveries been accidental. Thus, the invention of the steam engine is fairly claimed by Captain Thomas Savary. He was led to it by the following incident: Having drank a flask of Florentine wine at a tavern, and thrown the flask on the fire, he perceived that the few drops left in it were converted into steam; this induced him to snatch it from the fire, and plunge its neck into a basin of water, which, by the atmospheric pressure, was driven quickly into the bottle.

One fifth of the imported article termed tea, is said to be spurious. This, our merchant detects, if he be a **BOTANIST**; not one of those purblind men, who seek a plant for its rarity,

—“A fingering slave,
One that would peep and botanize,
Upon his mother's grave;”

but he, who takes up the science as a philosopher and a philanthropist, who finds tongues in trees, and goodness in every thing. There is something more than mere amusement in knowing plants. Their virtues are many, and their usefulness great. They can restore us to health; destroy our natural enemies; lend to our dress their beautiful colors; and cheer us by their essence. There are but few merchants who have not directly to do with subjects of botany.

A merchant, too, will be a **LINGUIST**. If his tongue were restricted to one language, his traffic would, very likely, be confined to one country—at least, he must tread with fear where he is as a dumb man. The leaves of the world, the beautiful leaves of the world are open to him, who can discourse in divers tongues; while he who knows no more than his native language, finds the book of nature no larger or better than a sybil's scroll. There is a praiseworthy pride in obtaining the power of commercial ideas in several living languages; then arises the benefit accruing in a business point of view; and lastly, the pleasure derived from other tongues. Other worlds of thought come around the linguist. Not only the inhabitants of stranger lands, then appear as in a glass, but their hopes, fears, desires, passions, minstrelsy, and every mental enjoyment, are subject to his observation. Who does not desire to read Don Quixote in Spanish, and Moliere in French? How much must a German lose who cannot peruse and feel Shakspeare in an English type; and perhaps that German is pitying me for not understanding his Schiller in the original.

The **LAW**s have the attention of our merchant: while mercantile law especially receives his homage and study. Nor is the learning of it at all uninteresting. Its language is not, like the common law, made up of

“Phrase which time has thrown away,
Uncouth words in disarray,
Trick'd in antique ruff and bonnet.”

It is the dialect of common sense—the ordinary speech of men of business. The immense increase of suits in our courts, has been caused by questions upon mercantile law. Let any one consider, for a moment, the vast and complicated scheme of our foreign and domestic trade—let him reflect upon the multitude of hands through which the several commodities pass—on the thousand modes which are in operation for advancing the separate interests of all concerned—on the amazing stimulus which luxury has given to competition, and the countless schemes and speculations thence resulting; let him endeavor to reckon up the various classes of men who derive, not subsistence only, but opulence, from trade—the hosts of manufacturers, merchants, brokers, partners, shipowners, wharfingers, carriers, bankers, money jobbers, and insurers—and, lastly, the confusion arising from insolvency! And yet, the system is simple and harmonious. Still, though simple and harmonious, it is remarkable how much of law is contained in an ordinary mercantile transaction. Let us take, for instance, the common case of an English house directing their partner here to buy and ship a certain quantity of foreign produce. This agent employs a broker to effect the purchase, who makes a

bargain with the grower or manufacturer, on a specified day, at a particular place, to be thence shipped to England. The seller gives the broker three months credit for the price, and he draws a bill of exchange on his principal for the amount, which is accepted by him, payable at the banker's abroad. In order to provide funds for the payment of this bill when due, the partner draws on the house in England in favor of the bank, by whom this second bill is discounted, and the cash placed to the credit of the drawer, so as to meet his acceptance. The second bill is then endorsed over by the bank to a bill broker, who sells it for value, to be ultimately paid by the house in England on account of the goods so purchased for them. Now this, stripped of its machinery, is neither more nor less than a simple sale between A. and B., of goods to be delivered on a day fixed, and paid for in three months time. It is evident, however, that out of the transaction a great variety of legal consequences may arise: for the goods may neither be of the quality nor quantity contracted for — they may have been damaged in the carriage either by land or water — they may have been altogether lost — the broker may have deviated from his authority in making the purchase — he may have become insolvent before the three months expired — the firm in England also may be insolvent either before or after the goods are shipped — and they may be stopped *in transitu* — or after their arrival the wharfinger may have detained them for his general balance — and questions of liability upon the bill of exchange may arise. Here is an ordinary mercantile transaction, and yet it involves the law of contracts; the liability of ship carriers; the legal consequences between broker and principal; the law of insurance; the provisions of insolvent and bankrupt acts; the right of stopping goods while they are on their way, or *in transitu*; and the law of bills of exchange.

Our merchant is not likely to be as ignorant as the lawyer, who knew so little of quarantine as to consider the word a name for an island, and asked a witness whereabouts it was situated; but I am compelled to say, that in my professional career I have found men who called themselves merchants, sometimes very deficient in matters of mercantile law, although connected with quarantine, and other things relating to hourly business. A little study would have saved them in fees, given them confidence in their calling, and added to the sphere of their usefulness, and their knowledge. There is hardly a step the commercial man takes which has not a legal principle, custom, or form, around it. The mere taking of a partner involves new consequences. Persons would be more cautious in going into partnerships, if they were aware of the additional legal responsibilities and duties they have then to assume. The taking of a partner appears as pleasant and simple as the putting of a silver string upon a well tried musical instrument, which sounded very well before. It possibly gives an appearance of value; but this very act may spoil the harmony and the music — discord, in both cases, though in different ways, may be the result.

How common a thing is the act of insurance, and yet how few young merchants can tell me about re-insurance, or double insurance, or warranty, or changing the ship, or barratry, or sea worthiness, or other common heads, connected with this branch of mercantile law. I am inclined to fear our young merchant might, if he were subject to be catechised, fall into almost as great an error, in regard to points of insurance, as a late English judge is said to have done in relation to a thing insured. It is told as a fact, and may tend to lighten this part of my lecture — for law is proverbially dry. This judge was trying an action on a policy of insurance, relating to certain merchan-

dise from Russia, well known under the term *Russia duck*. The cause lasted the best part of a day. His honor the judge had allowed his mind to dwell upon the bird, Russia ducks, and not the cloth of that name, Russia duck, and when he summed up to the jury, he complained that the counsel on neither side had presented any evidence to show how *Russia ducks* could possibly be damaged by sea water. With regard to mercantile law, I trust the day will come, gentlemen, when there will be a court of merchants in this city, to try commercial matters. The courts of common law would be much relieved, and the merchant rest satisfied. The members of such a court could sit at stated periods, and act on oath, as do judges and juries in law courts; parties, their agents, and witnesses, should also be sworn before a magistrate to speak the truth; the persons litigating could be obliged to enter into bonds to abide the decision of the court, and such decision be made a rule of court, and be enforced by it. I say, I trust this will one day take place.

A knowledge of mercantile law is of great service to our merchant when he resides abroad — where he may have, personally, to defend his own rights, and plead his own cause. Speaking of Sir Dudley North, his entertaining biographer says, "I have heard one merchant say, that he had tried, in the Turkish courts, above five hundred causes, and for the most part used no dragomen or interpreters, as foreigners commonly do, but, in the language of the country, spoke for himself."

Every lad has a superficial knowledge of **GEOGRAPHY**; this is not enough. He must be well versed in **TOPOGRAPHY** and the **RESOURCES OF COUNTRIES**. In this way he will have a certainty in the quantities of demand and deficiency, and escape the loss arising from rash speculation. For example: in the great English cotton speculation of 1825, the general but visionary idea was, that the supply of cotton was no longer commensurate with the demand, and the competition did not raise the price so high as to diminish the consumption by the manufacturers in too great a degree, to enable them to take off the quantity actually brought to market. There was, in truth, no deficiency in the supply of cotton, but, on the contrary, a great superabundance; and even if there had been a deficiency, the excess to which the price was carried must have checked consumption so much, as to occasion a serious decline. The falling off in the export of cotton from this country in 1824, seems to have been the source of the delusion. It was supposed that this falling off was not accidental, but the consequence of the price of cotton having been, for a series of years, inadequate to defray the expenses of its cultivation. The result showed that this calculation was most erroneous. And, besides, in entering on the speculation, no attention was paid to Egypt and Italy, countries from which only about 1,400,000 lbs. of cotton were obtained in 1824, but from which no less than 23,800,000 lbs. were obtained in 1825. Now, if the merchant had kept a commercial eye over Egypt and Italy, and upon the superabundance in America, he would have saved himself from expenses, and probably ruin. Indeed, the man who knows his business, will avoid action where many have already engaged. A commodity, unusually high in the market, is likely to fall far below the cost of its production. The merchant's maxim is, "Buy in the cheapest market, and sell in the dearest;" and this is said to be the best rule for the trade of a whole nation.

THE PREJUDICES, too, OF A COUNTRY, must be studied. These prejudices will have to be canvassed ere he embark in a speculation. Some years ago, a number of English merchants joined together to speculate in butter, and, in that way, to transport the finest milch cows to South America, where pas-

turage was luxuriant, but butter not known. The best farming men were sent on, at a great expense, and the dairy maid was not forgotten. After much labor and delay, butter, worthy of an English dairy, or even our own Goshen, was produced — but the charming butter and the profit melted together; there was no market for the article; the natives kept to their old prejudices, and still preferred to feed on nasty rancid oil. These speculators, gentlemen, should have dealt in oil, and in that way might have put the butter on their own bread. And our merchant's knowledge of countries goes beyond resources and prejudices. He watches the vices of the inhabitants, for, as a friend has truly observed, more money is made through the vices than by the virtues of a people. We trace this in the profits upon the coarse spirituous liquors of the South, the opium of India, and the more disgusting tobacco of our own country. This last article, the "favorite filth of every savage lip," took little more than half a dozen years to be common as far as ships could carry it, while the cheering and refreshing coffee had nearly four hundred years to make itself known in Europe. A late British publication tells us that the discovery of coffee was, like the discovery of steam power, the result of chance. An Arab, the Sheik Omar, fell under persecution in his own country. He and his disciples fled to a mountain in the province of Yanen, where, in the desert, all usual food failed him. A coffee berry grew there wild, and the distressed refugee, as it was too hard for him to masticate, tried its effects in boiling; he drank the liquor, found himself revived, and made it immortal.

Our merchant, in sooth, has a consummate knowledge of other lands — he knows each plain and mountain, river and desert — their extent — their productions. He ought almost to feel, at least to know, of the wind and the storm that periodically drive over the land; for it is for him to calculate upon the crops of the valley, the yielding of the flocks, and the extent of metals upon the mountains, and the vintage half way down. Should he desire, for instance, to trade with Holland, he will not forget her canals, or lose sight of how and when merchandise comes through these veins of the country to the yielding heart — the city of export. If he deal with China, he knows enough to guard against the difficulties arising to all foreigners from despotism, pride, prejudice, jealousy, and corruption. If Egypt claim his resources, he will have to watch the Nile, for if the water cometh not, neither do the productions of the earth. Should the wheat crop fail in his own land, he ought to know the resources of the European continent; and, perhaps, the following information, which it is believed may be relied on, will be new, and of service. It is remarkable, as showing present resources. On passing up the Vistula, recently, an English merchant saw, at Dantzic, heaps of wheat on each side of the river, five or six feet deep, of considerable breadth, and extending nearly seven miles. It is preserved from the effects of the weather by a peculiar kind of matting and sail cloth. Several thousand persons are constantly employed in turning this immense quantity of grain, and exist upon it — the simple preparation of their meals being to boil the corn in the water of the Vistula. They reside in straw huts, erected adjoining the scene of their employment. This astonishing superabundance of produce, consisting of nearly 600,000 quarters, has been brought from Galicia and Poland to its present situation, for the purpose of being exported to foreign countries.

Allied to what we have last mentioned is **HYDROGRAPHY**. Knowing the latter, the merchant fearlessly binds himself by charter-party and insurance, and sends forth his vessels with confidence. He will, then, not be plucking

the grass to know where sits the wind, nor be peering in maps for ports, and piers, and roads, for this he did in the days of his youthful mercantile education. He now knows the depth of water in each harbour, the place of the sand bar, and the sunken rock. He will send his schooner where he is certain it can glide over the coral reef, and keep from narrow channels, and shoal water, his wealthy Andrew.

The ordinances and regulations connected with the **WEIGHTS, MEASURES, AND COIN** of a country, should also be familiar. Science comes in aid of the civil authority in such matters. Commercial countries have paid much attention to them. Our own law, in 1834, directed the Treasury department to have standards constructed for the several custom houses. These standards are now in progress; indeed, it is said, that for six of the principal custom houses they are finished. It is observed, in a late periodical, that when a new system of weights and measures was first thought of, it was proposed by the chief of one of the departments to entrust its execution to the director of the mint, although it was, at the same time, well known, that of the latest gold coinage of the United States, scarcely two pieces can be found of similar weight, or not differing by a quantity discernible in a broker's balance. The silver coinage is still more unequal, as all chemists, who have been in the habit of using the same pieces for weight, can testify. It may be desirable to say that the matter of the standards is in competent hands.

And the **TARIFFS** of trading countries must be studied. A knowledge of them will make our merchant certain that a commodity is not prohibited, or pressed down with a duty which would kill all profit. He should know the tariff well enough to decide upon not sending an article to market, which might perish while the collector of a port was waiting for instructions from his superiors. Some years ago, a cargo of ice was taken to a British port. It was a novel shipment, and the question was, whether the tariff touched it. The matter was open to doubts, and a correspondence took place between the officer of the port and the customs; but, alas, for the shipper. By the time the question of duty or no duty was decided, the sun, which has nothing to do with the custom house, save making an entry through the window, dissolved the whole cargo.

There is, indeed, a double satisfaction in gaining perfect information of distant places and countries. The time may arrive when duty or pleasure will take our young friend from home. He will move with confidence, for he will walk with knowledge, while pleasure and enjoyment are his companions. He has, in the world, been but an artificial man — now, to use a noble passage from an obscure author, "When he walks along the river Amazon, when he rests his eye on the unrivalled Andes, when he measures the long and watered savannahs, or contemplates, from a sudden promontory, the distant, vast Pacific, and feels himself a freeman in this great theatre, and commanding each ready produced fruit of this wilderness, and each progeny of this stream — his exultation is not less than imperial. He is as gentle, too, as he is great. His emotions of tenderness keep pace with his elevation of sentiment, for he says, 'These were made by a good being, who, unsought by me, placed me here to enjoy them.' He becomes, at once, a child and a king. His mind is in himself — is also in his God — and therefore he loves, and therefore he soars."

And with all this, our merchant adds a history of the **COMMERCE OF THE WORLD**. A subject, great as the world itself, and grasping all its treasures, and all its permanent beauties. The commerce of the world embraces

the whole subject of the traffic and intercourse of nations, and shows how mutual wants, occasioning the exchange of natural riches for the creations of art, unite savage nations with civilized, and spread moral and social cultivation over the earth. This glorious commerce of the world has civilized many a barbarous land, and it is, at this moment, burning the rank grass upon the prairies, and felling the forests of our own America. The ocean is an atlas for the commerce of the world, frozen gulfs become bridges for it, Asiatic lakes smooth their surface for its treasures, steam is only one of its mighty messengers, the whale of the deep gives up its life to add light to its greatness, all earth, all water, and the very air itself, appear to be subservient to the commerce of the world. And thus, all this, has been brought about by the merchant. Surely the young man of commerce hath a rich heritage!

Of all the requisite qualifications of a merchant, and it is the last I shall mention — HONOR — may be accounted the most important. This is the quality which confers on observation, knowledge, and skill, an additional jewel. Without honor, a man can no more be a merchant, than can another man be, without zeal, an advocate, or without impartiality, a judge.

A merchant, in a storm at sea, will first throw overboard that which he values least, and so let it be with him when a tempest on land is shaking his credit. Let the goods and profits go first, let *honor* go last; nay, rather go with that to the bottom, than let it go at all.

See how the Spaniards kept their faith, showing that their ancient honor was not dead. The Spanish galleons, destined to supply Terra Firma, and the kingdoms of Peru and Chili, with almost every article of necessary consumption, used to touch first at Carthagena, and then at Porto Bello. In the latter place a fair was opened, the wealth of America was exchanged for the manufactures of Europe, and during its prescribed term of forty days, the richest traffic on the face of the earth was begun and finished with unbounded confidence and *honor*, and the utmost simplicity of transaction. No bale of goods was ever opened, no chest of treasure examined; both were received on the *honor* of the persons to whom they belonged, and only one instance of fraud is recorded during the long period in which trade was carried on with this liberal confidence. All the coined silver which was brought from Peru to Porto Bello, in the year 1654, was found to be adulterated, and to be mingled with a fifth part of base metal. The Spanish merchants, clinging to their old Spanish honor, sustained the whole loss, and indemnified the foreigners by whom they were employed. The fraud was detected, and the treasurer of the revenue in Peru, the author of it, put to death.

See how an anglo-American merchant kept his honor. Dr. Franklin relates the following anecdote of a Mr. Denham, with whom he once went a passage to England. "He had formerly," he says, "been in business at Bristol; had failed, in debt to a number of people, compounded, and went to America. There, by a close application to business, as a merchant, he acquired a plentiful fortune in a few years. Returning to England, in the ship with me, he invited his old creditors to an entertainment, at which he thanked them for the easy compensation they had favored him with, and when they expected nothing but the treat, every man, at the first remove, found under his plate an order on a banker for the full amount of the unpaid remainder, with interest." Here the merchant had kept his honor beyond the day of peril; it had aided him in the time of adversity, and prompted him to do justice in the period of second prosperity.

And the present, unfortunately, is a time when *honor* only seems left to the

merchant. In the midst of his harvest, in a time of universal prosperity, while no war was checking his imports or his exports, no earthquake destroying the field of his exertions, or the eternal activity of nature, and no sickness paralyzing the mind, the heart, or the head, of the merchant, there has come a mildew, silently, but with its blackest hue, destroying not only his old stock, his laid up winnowed grain, but prostrating and killing the corn which was to give him and his family present bread, as well as be the seed for future harvests.

When a minister of France was interfering in matters of merchandise, and as he thought, beneficially for the man of commerce, and his country generally, he applied to the merchants, asking them what he could do to advance their prospects and their interests. They had but three short words to answer: they emphatically cried out, as with one voice—LET US ALONE! Would to heaven that these plain words, *let us alone*, could have been sounded like thunder in the ears of those who have, however laudable their motive, (for I stand not here as a politician,) however laudable their motive, bowed down our merchants to the dust, and placed them, like the Israelites, in a fiery furnace. But he who was able to help in times of old, will not forget his true princes of the earth; and they will be delivered from the fiery furnace while they walk with *honor*.

When Francis the First lost an important battle, he wrote word to his royal mother that all was lost but *honor*; and so may the merchant now write to his dearest friend. And yet, what is the loss? The philosophical mind will find it to be but the creature of the world; which the world gave, can take away, and may give again. When Job heard of the loss of his sheep and his oxen, he sustained the news with fortitude; and it was only when he heard of the fate of his children, that he rent his mantle and fell to the ground.

I say, nothing is lost, if *honor* be saved. With this star in his horoscope, he who falls, falleth as a blessed martyr; and, while the martyr, through his trials, rises to a brighter sphere, an honest merchant will rise higher than ever he did. He shall see the winter of his trials pass away, for his star of honor, like a planet in the sky, shines brightest in the coldest night; the spring shall bring new prospects; the summer must come again—for the sun continues to shine in America, as well as in Asia and Europe; and though the honey bee has made no improvement in her cell, nor built according to circumstances, yet man can house himself in the log hut, while fortune waits until his *honor* is tried; and being tried, they will shake hands once more—while mildew, thank heaven, does not come every year. He, like his harvest, will revive; the good men of the earth again gather around him; for his character did not sink when his vessel went down: his name, "which never yet the breath of calumny hath tainted," shall once more pass in the market as freely as good tidings; and when the autumn, mellowing once more his golden sheaves, bids him lie down in peace, his character will remain to show *what constitutes a merchant*—in the proud language of Milton, "God and good men will not let it die;" for these good men will say of him, "in all times—under all circumstances—upon the crowded mart—in the silent place of calculation—o'er the sea, and on the land, he had the virtues and the talents *that constitute a merchant*. In the hour of his youth, he had decision of character and truth; in the mid-day of prosperity, he was honorable; in the night season of misfortune, he was a man of honor. When, in the new day, he walked once more amongst us, we saw that upon his breast outshining the badge of chivalry; we saw still there the jewel, honor. He

did not prefer the friend who risked his money with him, and sacrifice the widow and the orphan, although he did cause them to shed tears: but it was only when he died, for then they dropped freely upon his grave, while grateful feelings followed him to heaven."

Gentlemen, young merchants—go forth with decision of character; truth; a fair ambition; mathematical calculation; philosophy and scholarship—but, above all, with *honor*, and my life upon it, you will succeed, be happy, and be beloved; and I may, perhaps, have the satisfaction of knowing that my weak words have found out for you some of those attributes which must help to constitute each one of you a *true merchant*.

ART. II. — THE MORAL LAW OF CONTRACTS.

Moral Views of Commerce, Society, and Politics; twelve Discourses, by
ORVILLE DEWEY. New York: 1838. D. Felt & Co.

GREAT spirits are abroad in the world, who are silently but effectually working an important reformation in opinions of religious belief and religious duties. The spirit of intellectual liberty is triumphing over prejudice, old fastidious forms, and narrow sectarian views; men are taught to believe, that religion should not be confined to cloisters and temples, to be sought out at particular times and seasons, but that its gentle spirit should pervade the daily walks of life, and continually exercise, by its divine presence, a benign influence upon the actions and conduct of man with his fellow man. Pulpit discourses are no longer confined to doctrinal points and doctrinal discussions, but now embrace morals, traffic, and politics, and thereby the public mind is immediately addressed on its moral and religious duties and dangers. Old prepossessions based upon error are uprooted, and the goddess, of religion divested of her sable hood and stole, and austere countenance, is clothed in the attractive garb and winning features of innocence.

"The gentle dove within her breast
Looks through her soft and serious eyes,
And on her forehead glimpses rest
Of glory from the skies!"

Foremost among the enlightened clergy of the present day, who in effecting the changes to which we have alluded, are doing infinite service to the cause of christianity, are Channing, Emerson, Beecher, and the author of the volume before us. Mr. Dewey has prefaced his discourses with some clear and very forcible remarks on the propriety of his subjects for the pulpit; he would not be supposed to forget that the pulpit has to deal with topics and questions of duty, that go down into the depths of the human heart—with faith, and repentance, and love, and self denial, and disinterestedness—and that its principal business is thus to make the fountain pure. But religion has an outward form as well as an inward spirit. That form is the whole lawful action of life. And to cut off half of that action from all public and positive recognition—what is it but to consign it over to irreligion, to unprincipled license, and worldly vanity? There is time enough in the pulpit for all things. Nay, it *wants* variety. It is made dull by the restriction and reiteration of its topics. It would gain strength by a freer and fuller grasp of its proper objects. The evil is, that sermons, pulpits, priests—all the active agents that are laboring in the service of religion—

are by the public judgment, as well as their own choice, severed from the great mass of human actions and interests.

We shall at present confine our remarks and extracts to the first discourse, "On the moral law of contracts." After a few brief remarks on the nature of his discourses, Mr. Dewey proceeds:

"This country presents a spectacle of active, absorbing, and prosperous business, which strikes the eye of every stranger, as its leading characteristic. We are said to be, and we *are*, a people, beyond all others, devoted to business and accumulation. This, though it is often brought against us as a reproach, is really an inevitable result of our political condition. I trust that it is but the *first* development, and that many better ones are to follow. It does, however, spring from our institutions: and I hold, moreover, that it is honorable to them. If half of us were slaves, that half could have nothing to do with traffic. If half of us were in the condition of the peasantry of Europe, the business transactions of that half would be restricted within a narrow sphere, and would labor under a heavy pressure. But where liberty is given to each one to act freely for himself, and by all lawful means to better his condition, the consequence is inevitably what we see—an universal and unprecedented activity among all the classes of society, in all the departments of human industry. The moral principles then, applicable to the transaction of business, have strong claims upon our attention, and seem to me very proper subjects of discussion in our pulpits.

"There are moral questions too, as we very well know, which actually do interest all reflecting and conscientious men who are engaged in trade. They are very frequently discussed in conversation; and very different grounds are taken by the disputants. Some say that one principle is altogether right; and others, that another and totally different one is the only right principle. In such circumstances, it seems to me not only proper but requisite, for those whose office it is to speak to men of their duties, that they should take up the discussion of these as they would any other moral questions. I am obliged to confess, that we are liable, scholastic and retired men as we are, to give some ground to men of business, for anticipating that our reasonings and conclusions will not be very practical or satisfactory. I can only say, for myself, that I have, for some time, given patient and careful attention to the moral principles of trade, and I have often conversed with men of business that I might understand the practical bearings and difficulties of the subject; that I have also read some of the books in which the morality of contracts is discussed; and although a clergyman, I shall venture, with some confidence as well as modesty, to offer you my thoughts on the points in question. I say the points in question; and I have intimated that there are points in debate, questions of conscience in business, which are brought into the most serious controversy. I have even known conscientious and sensible men, themselves engaged in trade, to go to the length of asserting, not only that the principles of trade are immoral and unchristian, but that no man can acquire a property in this commerce without sacrificing a good conscience; that no prosperous merchant can be a good Christian. I certainly think that such casuists are wrong; but whether or not they are so, the principles which bring them to a conclusion so extraordinary, evidently demand investigation.

"In preparing to examine this opinion, and indeed to discuss the whole subject, it will not be improper to observe in the outset, that trade, in some form, is the inevitable result of the human condition. Better, it has been

said on the supposition already stated—better that commerce should perish than Christianity; but let it be considered whether commerce can perish. Nothing can be more evident than that the earth was formed to be the theatre of trade. Not only does the ocean facilitate commerce, but the diversity of soils, climes, and products, requires it. So long as one district of country produces cotton, and another corn; so long as one man lives by an ore-bed which produces iron, and another, on pasture lands which grow wool, there must be commerce. In addition to this, let it be considered that all human industry inevitably tends to what is called 'the division of labor.' The savage who roams through the wilderness, may possibly, in the lowest state of barbarism, procure with his own hand all that suffices for his miserable accommodation—the coat of skins that clothes, the food that sustains, and the hut that shelters him. But the moment that society departs from that state, there necessarily arise the different occupations of shepherd, agriculturist, mechanic, and manufacturer, the products of whose industry are to be exchanged; and this exchange is trade. If a single individual were to perform all the operations necessary to produce a piece of cloth, and yet more, garment of that cloth, the process would be exceedingly slow and expensive. Human intelligence necessarily avails itself of the facility, the dexterity, and the advantage every way, which are to be obtained by a division of labor. The very progress of society is indicated by the gradual and growing development of this tendency."

It is a truth universally admitted, that there is a natural propensity in man to trade. "It is common to all men," says Adam Smith, "and to be found in no other race of animals. No body ever saw a dog make a fair and deliberate exchange of one bone for another, with another dog." Trade then being admitted an inevitable part of humanity, Mr. Dewey next proceeds to examine the principles that are to regulate it—the moral law of contracts; and the question is, whether in making contracts, it is right for one party to take any advantage, or to make any use of his superior sagacity, information, or power of any kind? He first inquires, how are we to settle this question?

"Does the natural conscience declare them? Is there any instinctive prompting of conscience, that can properly decide each case as it arises in the course of business? Is there any voice within, that says clearly and with authority, 'thou shalt do thus, and so?' I think not. The cases are not many, in any department of action, where conscience thus reveals itself. But in business they are peculiarly rare, because the questions there, are unusually complicated. You offer to sell to your neighbor an article of merchandise. You are entitled, of course—i. e. in ordinary circumstances—to some advance upon what it cost you. But what this is, depends upon many circumstances. Conscience will hardly mark down the just price in your account book. Conscience, indeed, commands us to do right, but the question is, what *is* right? This is to be decided by views far more various and comprehensive, than the simple sense of right and wrong.

"The scriptures, like conscience, are a general directory. They do not lay down any specific moral laws of trade. They command us to be upright and honest; but they leave us to consider what particular actions are required by those principles. They command us to do unto others as we would have them do to us; but still this is not specific. A man may unreasonably wish that another should sell him a piece of goods at half its value. Does it follow that he himself ought to sell on those terms? The truth is, that the golden rule, like every other in scripture, is a general maxim. It simply requires

us to desire the welfare of others, as we would have them desire ours. But the specific actions answering to that rule, it leaves us to determine by a wise discretion. The dictates of that discretion, under the governance of the moral law, are the principles that we seek to discover.

"Neither, on this subject, can I accept, without question, the teachings of the common law; because, I find, that its ablest expounders acknowledge that its decisions are sometimes at variance with strict moral principle. I do not think it follows from this, that the general principles of the common law are wrong, or abet wrong. Nay, I conceive that they may approach as near to rectitude as is possible in the circumstances, and yet necessarily involve some practical injustice in their operation. This results, in fact, from their very utility, their very perfection, as a body of laws. For it is requisite to their utility, that they should be general, that they should be derived from precedents and formed into rules; else, men will not know what to depend upon, nor how to govern themselves; and there would neither be confidence, nor order, nor society. But general rules must sometimes bear hard upon individuals: the very law which secures justice in a thousand cases, may, and perhaps must, from the very nature of human affairs and relationships, do injustice in one. Indeed, the law of chancery, or of equity, has been devised on purpose to give relief. But even chancery has its rules which sometimes press injuriously upon individual interests; and no human laws can attain to a perfect and unerring administration of justice. For this perfect justice, however, we seek. We are asking what it is to do no wrong to our fellow man, whether the law permits it or not. We are asking how we shall stand acquitted, not merely at the bar of our country, but at the bar of conscience and of God."

The language of legal writers upon this subject is next taken into consideration. It is common with those writers to make a distinction between moral and legal justice. Up to a certain extent the law protects a man in doing wrong; beyond a certain extent it will not protect him. This distinction is founded on the policy of law, and the policy of trade. "In law," says Pothier, "a party will not be permitted to complain of slight offences, which he, with whom a contract is made, has committed against good faith; otherwise there would be too many contracts to be rescinded, which would open the way to too much litigation, and would derange commerce." "The common law," says Chancellor Kent, "affords to every one reasonable protection against fraud in dealing; but it does not go the romantic length of giving indemnity against the consequences of indolence and folly, or a careless indifference to the ordinary and accessible means of information."

Legal expediency, our author very justly observes, is not to be so construed as to warrant the supposition that it lends a sanction to what is wrong. It may, from necessity, permit or protect fraud, but does not abet it. A man is not to consider himself an honest man, simply because the law gives him deliverance. For the law *cannot* take cognizance of the secret intentions, nor of slight deviations from truth. If every man who says he has got a bad bargain, and who thinks he has been cheated, could be heard in court, our tribunals would be overwhelmed with business. No human tribunal can descend to the minutæ of injustice. But the law does not sanction what it does not undertake to prevent, any more than the infinite Providence sanctions those abuses which arise from its great law of freedom.

Passing by several interesting preliminary observations, we come to the most important topics of the discourse, embracing *monopoly, usury, superior*

information, etc., of which we shall let Mr. Dewey speak for himself, promising that his deductions to us seem logical, and his conclusions irrefutable.

"The next case, then, to be considered in the morals of business, is monopoly. This may arise in two ways: intentionally, from combination on the part of several traders, or a plan on the part of one; and unintentionally, where it falls out in the natural and unforced course of trade. It is from confounding these two cases together, perhaps, that a peculiar prejudice is felt in the community against monopoly. That a man should set himself by dexterous management to get into his possession all the corn in market, in order to extort an enormous price for it, is felt to be oppressive and wrong. But there is often a monopoly, to a greater or less degree, resulting from simple scarcity; and in this case, that enhancement of price which is so odious, is perfectly inevitable. Nay, it may be even beneficial. For high prices lessen consumption, and may prevent famine. But at any rate, high prices in a time of scarcity are inevitable. Even if all the corn, or all the coal, were in the hands of one man, and he should sell the half of his stock to the wholesale dealers at a moderate rate, and hold the remainder at the same rate to keep the price down, still, I say, the moment the article left his hands, the law of scarcity would prevail and raise the price. Monopoly, therefore, compels, and of course, justifies an enhanced price. The same principle which applies to every other commodity, applies to that commodity called money. And it is only from the habit of considering money not as a commodity, but as a possession of some peculiar and magical value, that any prejudice can exist against what is called usurious interest; saving and excepting when that interest goes beyond all bounds of reason and humanity. The practice of usury has acquired a bad name from former and still occasional abuses of it. But the principle must still be a just one, that money, in common with every thing else, is worth what it will fetch.

"This, I know, is denied. It is denied, especially, that money is, or is to be regarded, like other commodities in trade. It is said that money is the creature of the government; that the mint, when stamping it with the government impress, stamps it with a peculiar character, and separates it entirely from the general condition of a commodity. It is said, too, that the common representative of money — that the bank note — that credit, in other words — is exposed to such expansion and contraction, and management and conspiracy, that it is peculiarly liable to be used for the injury of the necessitous and unwary.

"Let us separate this last allegation from our discussion for a moment, and consider the question alone, as it affects the use of money in the form of bullion. And I know of no better way of considering questions of this sort, than to resolve them into their simple forms, by going back to the origin of society, or taking for example, a small and isolated community. At least, we come to the theory of the questions by this means, and can then consider what modifications are required by more artificial and complicated interests.

"Suppose then a community of an hundred families, cut off from the rest of the world, engaged in the various callings of life, accustomed to barter, but not accustomed to the use of money. Suppose, now, that a gold mine were discovered. The metal is found to be very valuable for various purposes; and, like every thing else, it takes its value in the market; an ounce of it is exchanged for so many bushels of corn or yards of cloth. But the permanent and universal value of this metal, and its being so portable and indestructible, would, ere long, very naturally bring it into use as a circu-

lating medium; the farmer would know that if he sold corn for it, he could buy cloth with it in another part of the district, and would be glad thus to be saved the trouble and expense of transporting the produce of his farm to the distant manufactory. In this exchange, the lumps of gold of course would be weighed, and it would be natural to stamp the weight upon each lump. But another step would follow from all this. As there would be the trouble of constantly weighing this circulating medium, and the danger of mistake and deception, the community would appoint a committee, or depute its government, if it had one, to do this very thing; and the metal would be cast into various quantities, bearing distinct denominations, to answer more fully the purposes of a convenient circulating medium. Here, then, we have a mint, and here we have money. Nobody will deny that it was a commodity when each man dug it from the earth, and exchanged it at his pleasure. But the action of the government confers no peculiar character on it. The government simply weighs the metal, and affixes, as it were, a label to it; i. e. stamps it as coin, to tell what it is worth. It does not create this value, but simply indicates it.

"I am sensible that many questions may still be asked, but I have not space here, if I had ability, to enter into them; and besides, if this is just theory of the value of the specie currency, it may itself suggest the necessary answers. But the great practical difficulties arise from the use of a paper currency. If the paper were strictly the representative of gold and silver — if the issue of bank notes did not exceed the specie actually in vault, and thus were used only for convenience, the same principles would apply as before. All other paper does not represent money, but credit; i. e. it represents the presumed ability of a man to pay what he promises; not his known and ascertained property. And the question is, may credit be bought and sold in the market like any commodity?

"Let us again attempt to simplify the question. You want money, let us suppose, and you go to a money lender, and ask for it. He says, 'I have not the money, but I shall have it a month hence, and I will give my note, payable at that time.' This may answer the purpose with your creditor, and the question now is, what interest shall you pay? Shall credit take its place in the market like money, or like a commodity? Shall we say that the government has no business to interfere in this matter, with its usury laws, obliging a man to sell his paper for seven per cent.? Shall we say that all this ought to be left to regulate itself, and that every man shall be left free to act according to his pleasure?

"I certainly feel some hesitation, from deference for the opinions of some able men who are more studious in those matters than I am, about answering this question in the affirmative. There are relations and bearings of that immense and complicated subject, the monetary system, which I may not understand, and usury, perhaps, is connected with that system in ways that are beyond my comprehension. But looking at the question now, in the light of simple justice, separating all unlawful combination and conspiracy from the case, and all deception and dishonesty, I cannot see why a man has not a right to sell his credit for what another is willing to give for it. If a lawyer has so elevated himself above his brethren, that his opinion is worth not twenty but five hundred per cent. more than theirs, he takes that advance for his counsel. Why, then, shall not a merchant, who by the same laborious means has acquired a fortune and a high commercial reputation, be allowed a similar advantage?

"We say, why should he not dispose of his credit, or in other words, pledge his property at such prices as it will naturally bear? But the truth is, that he cannot prevent this result, let him do what he will. He may sell his paper at one half per cent. a month, but the moment it is out of his hands, it will rise to two or three per cent., if that be its real value. I say nothing now about obedience to the usury laws; I do not touch the point of conscience in that respect; but I believe that the laws themselves are both impolitic and unjust; unjust, because they conflict with the real value of things; and impolitic, because they never were, and never can be executed, and in fact, because they only increase the rates of interest by increasing the risk.

"But is there, then, no limit, it may be said, to the advantage which one man may take of the necessities of another? To ask this question in regard to the lender of money, is but the same thing as to ask it in regard to the man, in every other relationship of life. The duties of humanity, of philanthropy, of natural affection, can never be abrogated by any circumstances, and the only question is, what line of conduct, in the case before us, is conformable to those duties. That question cannot, I think, be brought within the compass of any assignable rules, and must be left for every man seriously to consider for himself. He is put upon his conscience in this respect, as he is in every other case in life."

It is a little singular that usury in every age should meet with the almost universal detestation of mankind, when all men of wisdom and reflection must admit the necessity of its existence, and acknowledge the value of its use, however much they may deprecate the abuse of it. And after all, what is usury but an exorbitant rate of interest? Nor is that rate of interest always exorbitant which is sometimes termed usury. The capitalist who loans money in London at 6 per cent. per annum, is as justly chargeable with usury as he who receives 15 per cent. per annum in our western states and territories. "I say this only," says Lord Bacon, "that usury is *concessum propter duritiam cordis*: for since there must be borrowing and lending, and men are so hard of heart as they will not lend freely, usury must be permitted. Some others have made suspicious and cunning propositions of banks, discovery of men's estates, and other inventions; but few have spoken of usury usefully. It is good to set before us the incommunities and commodities of usury, that the good may be either weighed out, or culled out; and warily to provide, that, while we make forth to that which is better, we meet not with that which is worse."

The British Parliament have recently *re-enacted* a law virtually repealing the usury laws on all money transactions other than on loans secured by real estate, and the exception is doubtless made as a compromise with the lingering prejudices yet existing in respect to usury.

We come now to the discussion of the last proposition in the discourse—whether the use of superior information is allowable?

"But the hardest case to determine, is that on which the question is raised, about the use of superior information. And perhaps this question cannot be better stated than in the celebrated case put by Cicero.* A corn merchant of Alexandria, he says, arrived at Rhodes in a time of great scarcity, with a cargo of grain, and with knowledge that a number of other vessels laden with corn, had already sailed from Alexandria for Rhodes, and which he had passed on the passage, was he bound in conscience to inform the buyers

* De Officiis, Lib. 3. Sec. 12—17.

of that fact? Cicero decides that he was. Several modern writers on law dissent from his opinion—as Grotius, Puffendorf, and Pothier himself, though with very careful qualifications.*

“It appears to me, that the answer to Cicero’s question must depend on the views which are taken of a contract. If a contract is a mere arbitrary convention, if business is a game, a mere contest of men’s wits, if every man has a right to make the best bargain he can, if society really has power to ordain that such shall be laws of trade, then the decision will be one way. But if a contract implies in its very nature the obligation of fair dealing and truth-telling, then the decision will be the other way. The supposition is, that the Alexandrine trader concealed a certain fact, for the sake of asking a price which he knew would not have been given, had that fact been public. Now what is implied in asking a price? What does a man say, when he sets a certain price on his merchandise? Does he, or does he not say, that the price he asks is, in his opinion, the fair value of the article? I think he does. If you did not so understand him, you would not trade with him. If you observed a lurking sneer on his lip, such as there must be in his heart, when he knows that he is taking you in, you would have nothing to do with him. The very transaction, called a contract, implies that degree of good faith. If this be true, if it is universally understood that he who asks a price, professes in that very act to ask a just and fair price, and if, moreover, he has a letter in his pocket assuring and satisfying him that it is not the just price; then he is guilty of falsehood. If the Alexandrine trader had asked a price, graduated exactly by his opinion of the probability that other vessels would soon arrive, and of the amount of the supply they would bring, his conduct would have been fair and honest. But if he had concealed facts within his knowledge, for the sake of asking an enormous price, or any price beyond what he knew to be the fair value, he would be guilty of falsehood and dishonesty. And the reason is, I repeat, that the very basis of a contract is mutual advantage; that its very essence lies in a supposed equivalency; that he who sets a price is understood to say as much as this, ‘I think the article is worth it.’ And if you allow a man to swerve from this truth and good faith at all, where will you stop? Suppose that the people of Rhodes had been suffering the horrors of famine, and the Alexandrine merchant had taken advantage of their situation to exact from them all their disposable property as the price of life, and had borne off that mass of treasure, all the while knowing that bountiful supplies were at hand—what should we have said? We should have said that his perfidy was equal to his cruelty—that he was both a pirate and a villain. But if a man may be guilty of falsehood in one degree, what principle is to prevent his being guilty of it in another? I know what may be said on the other hand. The master of the Alexandrine ship, it may be said, had outstripped the others, by superior sailing; and this superiority, in the management of his ship, may have been the fruit of a whole life of industry and ingenuity. He had also been on the alert, it may be supposed; had watched the course of the markets while others slept, and had been ready with his supply to meet the exigency which all others—even the Rhodians themselves—had been too dull to foresee. Is he not entitled to some premium for all this? Nay, but for the prospect held out of such a reward, the Rhodians might have starved. And yet if he gives the information in question, he loses the premium. No, the merchants of Rhodes say, ‘we will wait till

* *Traité du Contract de Vente*, Part II. ch. 2. Art. 3.

to-morrow.' But again; to-morrow comes; the vessels arrive; the market is glutted; and the Alexandrine trader loses money on his voyage. Will the merchants of Rhodes make it up to him, on account of his generosity in giving them the information? Not at all. 'We buy at the market price,' they say; 'we cannot afford any more; if we give more we are losers;' and thus the Alexandrine by neglecting his own interests, and taking care of other people, loses not only his voyage, but his whole fortune perhaps, and becomes a bankrupt; and by becoming a bankrupt, he injures those he is most bound to serve—his confiding friends and beggared family. All this is a very good reason, to be sure, why the Alexandrine trader should be rewarded for his exertions, but it is not any good reason, nor *can* there ever be any good reason, why a man should tell a falsehood, why he should make a false impression, why he should deceive his neighbor.

"Do we then propose to reduce the wise and the ignorant, the sagacious and the stupid, the attentive and the negligent, the active and the indolent, to the same level? Must the intelligent and the enterprising merchant raise up his dull and careless neighbor, to his own point of view, before he may deal with him? Certainly not. Let a wide field be opened, only provided that the boundaries be truth and honesty. Let the widest field for activity and freedom of action be spread, which these boundaries can enclose.

"Indeed, a man *must* act in trade upon some opinion. That opinion must be founded on some knowledge. And that knowledge he may properly seek. Nay, and he may use it, to any extent, not implying deception or dishonesty. Nor are the cases frequent, in which commercial operations possess any such definite or extraordinary character, as admits of deception. It does not often happen that any great advantage is, or can be taken, of complete and unsuspecting ignorance. Men are wary. They will not make questionable sales, when a packet ship from abroad is in the offing. They are set to guard their own interests, and they do guard them. They must assume some responsibilities in this way; they must take some risks. They are liable to err in opinion, and they must take such chance as human imperfection ordains for them. Business, like every other scene of human life, is a theatre for imperfection, for error, for effort, for opinion, and for their results. I do not see how it can possibly be otherwise, and therefore, I consider it as appointed to be so. Undue advantage may be taken of this state of things by the selfish, grasping, and unconscientious; right principles may be wrested to the accomplishment of wrong ends; a system of commercial morality may be good for the community, and yet may be abused by individuals; all this is true, and yet the doctrine which applies every where else must apply here—that abuse fairly argues nothing against use.

"Let us see how the case would stand if it were otherwise; let us see what the assumption on the part of the trading community, that no man should ever act in any way on superior information, would amount to. 'We may sleep,' they would say, 'we need not take any pains to inform ourselves of the state of the markets; we need not take a step from our own door. If our neighbor comes to trade with us, he must first inform us of every thing affecting the price of our goods. He makes himself very busy, and he shall have his labor for his pains; for the rule now is, that indolence is to fare as well as activity, and vigilance is to have no advantage over supineness and sloth.' Suppose, then, that the vigilant and active man is up betimes, and goes down upon the wharf, or to the news room, and becomes apprized of facts that affect the price of his goods, he must not go about selling till he has

stepped into the shop of his indolent neighbor, and perhaps, of half a dozen such, to inform *them* of the state of things; for, although he does not directly trade with them, yet, by underselling or selling for more, in consequence of superior information, he injures them just as much as if he did: i. e. he takes profits out of the hands of the slothful, by acting on his superior knowledge. But now enlarge the sphere of the comparison. There is no real difference in the principle between a man's going down to the wharf, and his going to Europe, for information. And if, by superior activity, by building better ships and better manning them, he is accustomed to get earlier advices of the state of foreign markets, I see not, but as a general principle, a principle advantageous to commerce, and encouraging to human industry and ingenuity, he must be allowed to avail himself of those advices. The law of general expediency must be the law for the conscience. It is expedient that there should be commerce or barter; nay, it is inevitable. It is expedient that industry and attention should be rewarded, and that negligence and sloth should suffer loss. It is expedient, therefore, that all that sagacity, power, and information, which are the result of superior talent, energy, and ingenuity, should yield certain advantages to their possessor. These advantages he may push beyond the bounds of reason and justice; but we must not, on that account, be deterred from maintaining a principle which is right; a principle which is expedient and necessary for the whole community.

“And is not the same principle, in fact, adopted in every department of human pursuit? Two men engage in a certain branch of manufactures. The one, by his attention and ingenuity, makes discoveries in his art, and thus gains advantages over his indolent or dull neighbor. Is he obliged to impart to him his superior information? Two young men in the profession of the law, are distinguished, the one for hard study, the other for idleness. They are engaged in the same cause; and the one perceives that the other is making a false point in the case. Is he obliged to go over to his brother's office, and explain to him his error; or is it not proper, rather, that both himself and his client should suffer for that error, when the cause comes to be argued in open court?

“In fine, I hold that a distinction is to be made between general information and definite knowledge. If a man *knows* that an article is worth more than he buys it for, or less than he sells it for, he does not act with truth and integrity. It is just as if he knew the article were more or less in quantity than he alleges it to be. But if he acts on general information, open alike to all, if he acts on mere opinion, in which he may be mistaken, if he has no certain knowledge of the merchandise in question, but only a judgment, he is entitled to the full benefit of that judgment; while he is liable, at the same time, to the full injury of it, if it be mistaken.

“But in regard to absolute certainty, how, I would ask, are we to distinguish between knowledge in regard to real value of an article, from knowledge in regard to the real quality of an article? If I sell merchandise in which there is some secret defect, and do not expose that defect, I am held to be a dishonest man. But what matters it to my conscience, whether the secret defect lies in the article, or in the price? It comes to the same thing with my fellow-dealer. If I were to sell moth-eaten cloths at four dollars per yard more than they were worth—the defect known to me and not to my neighbor—all the world would pronounce me a knave. But there is another sort of moth, a secret in my own keeping, which may have as effectually eaten out four dollars from every yard of that cloth, as if it had literally

cut the thread of the fabric. What difference now can it make to my neighbor, whether advantage is taken of his ignorance in one way or another, in regard to the quality or the price? The only material point is the value, and that is equally affected in either case. This is the only conclusion to which I find myself able, on much reflection, to arrive. Knowledge of prices is as material to the value of merchandise, as knowledge of its qualities. The knowledge, therefore, as it appears to me, should be common to all contracting parties. I cannot think that a trader is to be like a fisher, disguising his hook with bait; or like a slight-of-hand man, cheating men out of their senses and money with a face of gravity; or like an Indian, shooting from behind a bush, himself in no danger. Trade, traffic, contracts, bargains — all these words imply parity, equivalency, common risk, mutual advantage. And he who can arrange a commercial operation, by which he is *certain* to realize great profits and to inflict great losses, is a taker of merchandise, but can hardly be said to be a trader in it.

“I am sensible that this is the nice and difficult point in the whole discussion. But, I put it to the calm reflection, and to the consciences of my hearers, whether they would not feel easier in their business, if all use of superior and certain knowledge were entirely excluded from it. Long as this use has obtained, and warmly as it is sometimes defended, yet I ask, if the moral sentiments of the trading community itself would not be relieved by giving it up? This, if it be true, is certainly a weighty consideration. I admit, indeed, as I have before done, that no vague sentiment is to settle the question. But when I find that there is even in vague sentiment something like a hook, that holds the mind in suspense, or will not let the mind be satisfied with departure from it, that circumstance deserves, I think, to arrest attention. I will frankly confess, that my own mind has been in this very situation. I did not see, at one time, how the case of general information and opinion, which it is lawful to use, could be separated from the case of particular knowledge. But I now entertain a different, and a more decided opinion. And the consideration, with me, which has changed uneasiness into doubt, and doubt into a new, and, as I think, corrected judgment, is that which I have last stated — it is the consideration, that is to say, of the *very nature of a contract*. A contract does *not* imply equal powers, equal general information, equal shrewdness in the contracting parties; but it does imply, as it appears to me, equal actual knowledge. My neighbor may think himself superior to me in all other respects, and he may tell me so, and yet I will trade with him; we still stand upon ground that I am willing to consider equal. But let him tell me that he *knows* something touching the manufacture, quality, condition, or relations of the article to be sold, which I do not know, and which affects the value of the article; and I stop upon the threshold; we cannot traffic; there may be a game of hazard which he and I consent to play, but there is an end of all trading. If this be true, then the condition of a regular and lawful contract is, that there be no secrets in it; no secrets, either in the kind or quality of the merchandise, or in the breast or in the pocket of the dealer. Let them all be swept away — let them be swept out, all secrets from all hiding places, from all coverts of subterfuge and chicanery — and this, at least, I am certain of, that business would occasion fewer wounds of conscience to all honorable and virtuous communities.”

In a future number, we purpose reviewing the discourse, entitled, “The Moral end of Business,” which is treated like all of Mr. Dewey’s subjects of discourse, in a bold, able, and original manner. Originality is one of the

chief characteristics of our author's style; he wisely leaves the narrow and beaten track of most theological writers, who confine themselves to formal rules and scriptural metaphors, and summons to his aid, with a fine poetical taste, whatever is apposite, by way of illustration or ornament, in the visible creation. Thus by the power of genius, subjects, which in themselves seem dry and forbidding to the many, are made to arrest the attention of the most indifferent. It is not in our province to speak of the peculiar religious opinions or belief of any writer whose works may fall under our notice; and in commending the discourses under consideration, we have sought only to pay a sincere though humble tribute to genius and talent.

ART. III.—HISTORY OF NAVIGATION.

AMONG the various branches of science, which, by the gradual development of human knowledge and ingenuity, have been brought to any degree of perfection, that of NAVIGATION is one of the most ancient.

The poets refer the origin of this art to Neptune, some to Bacchus, others to Hercules and Jason, and others, again, to Janus, who is said to have built the first ship. Some contend, that the first hint was taken from the flight of the kite; and others derive it from accident.

The Scriptures would seem to attribute its introduction to God himself, in furnishing a first specimen of its uses, in the ark constructed by Noah, under his direction—while profane history ascribes it to Æginetes, to the Phœnicians, the Tyrians, and the ancient inhabitants of Britain.

The Phœnicians, especially those of their capital city, Tyre, are generally represented as the first navigators; being urged to seek a foreign commerce by the narrowness and poverty of the slip of ground they occupied along the coast, as well as by the possession of two or three good ports, and by their natural genius for traffic. Lebanon, and the other neighboring mountains, furnished them with excellent wood for ship-building, and in a short time they became masters of a numerous fleet. From constantly hazarding new navigations, and entering upon new trades, they soon arrived at an incredible degree of opulence; their country became very populous, so much so as to enable them, at an early period, to send forth colonies to the surrounding coasts. A principal of these was Carthage, which, keeping up a Phœnician spirit of commerce, in time, not only equalled Tyre itself, but greatly surpassed it; sending its merchant fleets, not only throughout the Mediterranean, but even through Hercules' Pillars—now the straits of Gibraltar—along the western coasts of Europe and Africa, and even, as some authors would lead us to believe, to America itself.

Tyre, whose immense riches and power are represented in such lofty terms, both by sacred and profane authors, being destroyed by Alexander the Great, its navigation and commerce were transferred, by the conqueror, to Alexandria, a new city, admirably situated for those purposes, and proposed to be the capital of the EMPIRE of ASIA, the establishment of which Alexander then meditated. Thus arose the navigation of the Egyptians, afterwards so famed, under the patronage of the Ptolemies, that even Tyre and Carthage were almost forgotten.

Egypt being reduced to a Roman province, after the battle of Actium, its

trade and navigation fell into the hands of Augustus. At this time, Alexandria was only inferior to Rome: and the magazines of the metropolis of the world were wholly supplied with merchandise from the capital of Egypt. But at length Alexandria itself underwent, in a degree, the fate of Tyre and Carthage. Surprised by the Saracens, who, in spite of the Emperor Heraclius, overspread the northern coasts of Africa, her merchants were driven to foreign fields of enterprise, and she sank into comparative insignificance and obscurity. She has ever since been in a declining state, though even at the present day, in possession of a considerable part of the commerce of the Christian merchants trading to the Levant.

The nations of Roman Britain, and the tribes of Caledonia and Ireland, had inherited, from their earliest ancestors, many of the ruder arts of navigation. Their vessels were large open boats, framed of light timbers, ribbed with hurdles, and lined with hides. These were furnished with masts and sails, the latter being formed of hides, while the tackle was of thongs. The sails used even among the Veneti, so late as the days of Cæsar, were also of hide. They were never furled, but only bound to the mast. But these slight sea-boats and their furniture, were soon changed, by the provincials, for the more substantial vessels, and more artificial sails of the Romans.

The fall of Rome, and its empire, drew along with, not only the decline of learning and the polite arts, but that of navigation also; the barbarians, into whose hands it fell, contenting themselves with the spoils of the industry of their predecessors. No sooner, however, were the more brave among those nations well settled in their new provinces—some in Gaul, as the Franks; others in Spain, as the Goths; and others in Italy, as the Lombards—than they began to learn the advantages of navigation and commerce, and the methods of excelling in them, from the people they had subdued; and this, with so much success, that in a little time, some of them became able to give new lessons, and set on foot new institutions for its advantage. It is thus that the invention and use of banks, book-keeping, exchanges, &c., is usually attributed to the Lombards.

It is not certain which of the European nations, after the settlement of their new masters, first betook themselves to navigation and commerce. Some think it was the French; though the Italians seem to have the best claim to it, and are generally considered as the restorers of these, as well as of the polite arts, which had been banished with them, from the time the empire was torn asunder. The people of Italy, particularly those of Venice and Genoa, have the glory of this restoration; and it is to the advantage of their situations for navigation and commerce, that they, in a great measure, owe this glory.

A great number of marshy islands, in the upper part of the Adriatic, separated from one another by narrow channels only, but those well screened, and almost inaccessible, became, at an early period, the residence of a few fishermen, who supported themselves by a small trade in fish and salt, found in some of these islands. Thither the Veneti, a people inhabiting that part of Italy along the coasts of the Gulf, opposite, retired, when Alaric, king of the Goths, and afterwards Attila, king of the Huns, ravaged Italy. Little imagining that this was to be their fixed residence, these new settlers did not think of composing any body politic; and each of the numerous islands of this Archipelago continued, a long time, under its separate masters, and each made a distinct commonwealth. When, however, unexpectedly as it were to themselves, their commerce had become considerable enough to give jeal-

lousy to their neighbors, they began to think of uniting in one body. This union, first begun in the sixth century, but not completed till the eighth, laid the sure foundation of the future grandeur of the state of Venice. From this time, her fleets of merchant vessels were sent to all parts of the Mediterranean; and particularly to Cairo, a new city, built by the Saracens on the eastern bank of the Nile, where they secured the spices and other choice produce of the Indies. Venice continued thus to flourish and increase, in her commerce, her navigation, and her conquests, till the league of Cambray, in 1508, when a number of jealous princes conspired to her ruin. This was the more easily effected, from the diminution of her East India commerce, of which the Portuguese had secured to themselves one part, and the French another. Genoa, which had given herself to navigation at the same time with Venice, and with equal success, was long a dangerous rival, disputing with her the empire of the sea, and sharing with her the trade of Egypt, and other parts, both in the east and west.

Jealousy soon began to be excited between them; and the two republics coming to blows, there was almost a continual war for three centuries, before the superiority of either was determined. Towards the end of the fourteenth century, the battle of Chioza ended the strife; the Genoese, who, till then, had usually the advantage, having lost all, the Venetians themselves, almost reduced to despair, at one happy blow, secured to themselves, beyond all expectation, the empire of the sea, and the dominion in commerce.

About the same time that navigation was revived in the southern parts of Europe, a new society of merchants was formed in the north, which carried commerce to the greatest perfection of which it was capable, previous to the discovery of the East and West Indies; and formed a new scheme of laws, for its better regulation. This society constitutes the famous "League of the Hanse Towns," commonly supposed to have begun about 1164.

In examining the reasons why commerce has passed, successively, from the Venetians, Genoese, and Hanse Towns, to the Portuguese and Spaniards, and from these again, to the English and Dutch; it may be established as a maxim, that the relation or union between commerce and navigation is so intimate, that the fall of the one inevitably draws after it that of the other; and that they will always flourish or decay together.

The art of navigation has been considerably improved, in modern times, both in regard to the form of the vessels, and the methods of working them. The use of rowers is now entirely superseded, by the improvements made in the formation of the sails, rigging, &c., by which ships not only sail much faster than formerly, but are managed with the greatest facility. It is also probable, that the ancients were neither so well skilled in finding the latitude, nor in steering their vessels, in places of difficult navigation, as the moderns. But the greatest advantage which the moderns have over the ancients, is in the Mariner's Compass, by which they can find their way with as great facility in the midst of an immeasurable ocean, as the ancients could have done, by creeping along the coast, and never venturing beyond the sight of land. Some, indeed, contend, that this is not a modern invention, but that the ancients were acquainted with it. They say, that it was impracticable for Solomon to have sent ships to Ophir, Tarshish, and Parvaim, without this useful instrument. They insist, that it was impossible for the ancients to have been acquainted with the attractive virtues of the magnet, and yet be ignorant of its polarity. Nay, they affirm that this property of the magnet is plainly

mentioned in the book of Job, where the loadstone is mentioned by the name of *topaz*, or *the stone that turns itself*.

However this may be, it is certain that the Romans, who conquered Judea, were ignorant of the polarity of the needle; and it is very improbable, that such a useful invention, if once it had been commonly known to any nation, would have been forgotten, or should have been entirely concealed from so shrewd a people as the Romans, and those so much interested in its discovery.

Among those who think that the mariner's compass is a modern invention, it has been much disputed who was the inventor. Some give the honor of it to Flavio Gioia, of Amalfi, in Campania, in the fourteenth century; while others say, that it came from the east, and was earlier known in Europe. But, at whatever time it was invented, it is certain, that the mariner's compass was not commonly used in navigation before 1410, at which time the science was considerably improved, under the auspices of Henry, duke of Visco, brother to the king of Portugal. In 1485, Roderic and Joseph, physicians to king John II. of Portugal, together with one Martin, of Bohemia, a native of the island of Fayal, and pupil of Regismontanus, calculated tables of the sun's declination, for the use of sailors, and recommended the Astrolabe, for taking observations at sea. Of the instructions of Martin, Christopher Columbus is said to have availed himself, and to have improved the Spaniards in the knowledge of navigation.

The discovery of the Variation of the Needle, is claimed by Columbus, and by Sebastian Cabot. Columbus certainly observed this, without having heard of it from any person, on the 14th September, 1492: and it is probable that Cabot might have observed it about the same time. There was no variation, at that time, at the Azores, where some geographers have thought proper to place the first meridian. The use of the Cross-staff now began to be introduced among sailors. This ancient instrument is described by John Werner, of Nuremberg, in his annotations on the first book of Ptolemy's Geography, printed in 1514, and recommends it for observing the distance between the moon and some star, in order to determine the longitude.

At this time, the art of navigation was very imperfect, on account of the inaccuracies of the Plane Chart, which was the only one then known, and which, by its erroneous principle, must have greatly misled the mariner, especially in voyages far distant from the equator. Its precepts were probably at first only set down on the Sea Charts, as is the custom at this day: but at length there were two Spanish treatises published, in 1545; one by Peter de Medina, the other by Martin Cortes, which contained a complete system of the art as far as it was then known. These seem to be the oldest writers who fully handled the art; for Medina, in his dedication to Philip, prince of Spain, laments that so many ships daily perished at sea, because there were neither teachers of the art, nor books by which it might be learned; and Cortes, in his dedication, boasts to the Emperor, that he was the first who had reduced navigation into a compendium, valuing himself much on what he had performed. Medina defended the plané chart; but was opposed by Cortes, who showed its errors, and endeavored to account for the variation of the compass, by supposing the needle to be influenced by a magnetic pole, (which he called the *point attractive*,) different from the pole of the world.

Medina's book was soon translated into Italian, French, and Flemish, and served for a long time as a guide to foreign navigators. Cortes, however,

was the favorite author of the English, and was translated in 1561; while Medina's work was entirely neglected, though translated within a short time of the other. At that time, the system of navigation, consisted of the following particulars: an account of the Ptolemaic hypothesis, and the circles of the sphere; of the rotundity of the earth; the latitudes and longitudes of places, climates, &c., and eclipses of the sun and moon; a calendar; the method of finding the prime, epact, moon's age, and the tides; a description of the compass; tables of the sun's declination, for four years, in order to find the latitude from the sun's meridian altitude; of the course of the sun and moon; of time and its divisions; the method of finding the hour of the day or night; and lastly, a description of the sea chart, on which to discover the place of the ship, a small table was made use of, which showed, upon an alteration of one degree of the latitude, how many leagues were run in each rhomb, together with the departure from the meridian. Cortes gave a description of some instruments, such as one to find the place and declination of the sun and moon; certain dials; the astrolabe and cross staff; with a complex machine to show the hour and latitude at once.

About the same time, were made proposals for finding the longitude, by observations on the moon. In 1530, Gemma Frisius advised the keeping of the time by means of small clocks or watches, then, as he says, newly invented; he also contrived a new sort of cross-staff, and an instrument called the nautical quadrant.

In 1537, Peter Nunez, or Nonius, published a book in the Portuguese language, to explain a difficulty in navigation, proposed to him by the commander, Don Alphonso de Suza. In this, he exposes the errors of the plane chart, and gives the solution of several curious astronomical problems; among which is that of determining the latitude from two observations of the sun's altitude, the intermediate azimuth being given. He observed, that though the rhombs are spiral lines, yet the direct course of a ship will always be in the arc of a great circle, whereby the angle with the meridians will continually change; all that the steersman can here do, for preserving the original rhomb, is to correct these deviations, as soon as they appear sensible. But thus the ship will, in reality, describe a course without the rhomb line intended; and, therefore, his calculations for finding the latitude, where any rhomb line crosses the several meridians, will be, in some measure, erroneous. He also invented a method of dividing a quadrant, by means of concentric circles, which after being much improved by Dr. Halley, is used at present, and is called a nonius.

In 1577, William Bowrie published a treatise, in which, by considering the irregularities of the moon's motion, he shows the errors in finding her age by the epact, and in determining the hour, from observing on what point of the compass the sun and moon appeared. He also advises, in sailing in high latitudes, to keep the reckoning by the globe, as there, the plane chart is most erroneous. He despairs of ever being able to find the longitude, unless the variation of the compass should be occasioned by some such attractive point as Cortes had imagined—which, however, he doubts—but as he has shown how to find the variation, at all times, he advises to keep an account of the observations, as useful for finding the place of the ship. The advice was followed by Simon Stevin, in a treatise published at Leyden, in 1599; the substance of which was printed at London, the same year, by Edward Wright, with the title of "*the haven finding art.*"

In this ancient tract is described the method of ascertaining the rate of a

ship's sailing, by the Log, which was so called, from the piece of wood, or log which floats in the water, while the time is reckoned during which the line that is fastened to it is veering out. The author of this contrivance is not known; nor was it taken notice of, till 1607, in an East India voyage, published by Purchas; but from that time it became famous, and was mentioned by almost all writers on navigation, in every country. It still continues to be used, as at first, though many attempts have been made to improve it, and contrivances proposed, to supply its place; many of which have succeeded in smooth water, but have proved useless in a stormy sea.

In 1581, Michael Coignet, a native of Antwerp, published a treatise in which he animadverted on Medina, and showed that as the rhombs are spirals, making endless revolutions about the poles, numerous errors must arise from their being represented by straight lines on sea charts. Though he hoped to find a remedy for these errors, he was of opinion that the proposals of Nonius were scarcely practicable, and therefore in a great measure useless. In treating of the sun's declination, he took notice of the gradual decrease in the obliquity of the ecliptic; also gave a description of the cross-staff, with three transverse pieces, which he said was then in common use among sailors. Some nautical instruments, now all laid aside, also were invented by him.

The same year the discovery of the *dipping needle* was made by Robert Forman. In his publication on this subject, he maintains, in opposition to Cortes, that the variation of the compass was caused by some point on the surface of the earth, and not in the heavens; and considerable improvements, in the construction of the compass itself, were made by him. To this work of Forman's, is always prefixed a discourse on the variation of the magnetic needle, by William Burrough, in which he shows how to determine the variation in many different ways. Many errors, in the practice of navigation at that time, are pointed out by him; and he speaks in very severe terms of those who had written on the subject.

In 1585, an excellent compendium on navigation was published by Roderic Zamorano, which contributed greatly towards the improvement of the art, particularly in sea charts. Globes of an improved kind, and of a much larger size than those formerly used, were now constructed, and many improvements made in various instruments. The plane chart however continued still to be used, though its errors were frequently complained of.

Methods of removing these errors were much sought after; and Gerard Mercator seems to be the first who achieved this in a manner to answer the purposes of seamen. His method was to represent the parallels both of latitude and longitude, by straight lines, but gradually to augment the former as they approached the pole. Thus the rhombs, which otherwise ought to be curves, were now also extended into straight lines; and thus a straight line drawn between any two places marked on the chart, would make an angle with the meridians, expressing the rhomb leading from the one to the other. But though, in 1569, Mercator published an universal map constructed in this manner, it does not appear that he was acquainted with the principles on which this proceeded; and it is now generally believed that the true principles on which the construction of what is called Mercator's chart depends, were first discovered by Edward Wright, an Englishman.

Mr. Wright supposes, but without sufficient grounds, that this enlargement of the degrees of latitude was known and mentioned by Ptolemy, and that the same thing had also been spoken of by Cortes. The expression of Ptolemy,

alluded to, relate indeed to the proportion between the distances of the parallels and meridians; but instead of proposing any gradual enlargement of the parallels of latitude, in a general chart, he speaks only of particular maps; and advises not to confine a system of such maps to one and the same scale, but to plan them out by a different measure, as occasion might require; only with this precaution, that the degrees of longitude in each should bear some proportion to those of latitude; and this proportion is to be deduced from that which the magnitude of the respective parallels bears to a great circle of the sphere. He adds, that in particular maps, if this proportion be observed with regard to the middle parallel, the inconvenience will not be great, though the meridians should be straight lines, parallel to each other. By this, he only means, that the maps should, in some measure, represent the figures of the countries for which they are drawn. In this sense, Mercator, who drew maps for Ptolemy's tables, understood him; thinking it, however, an improvement not to regulate the meridian by one parallel, but by two; one distant from the northern, the other from the southern extremity of the map, by a fourth part of the whole depth; by which means, in his maps, though the meridians are straight lines, yet they are generally drawn inclining to each other towards the poles. With regard to Cortes, he speaks only of the number of degrees of latitude, and not of the extent of them. He even gives directions that they should all be laid down by equal measurement, on a scale of leagues adapted to the map.

For some time after the appearance of Mercator's map, it was not rightly understood; and was even thought to be entirely useless, if not detrimental. However, about 1592, its utility began to be perceived; and seven years after, Mr. Wright printed his famous treatise, entitled, "*The correction of certain errors in Navigation*," in which he fully explained the reason of extending the lengths of the parallels of latitude, and the uses of it in navigation. In 1610, a second edition of this work was published, with improvements. An excellent method was proposed of determining the magnitude of the earth. He also published a description of an instrument which he called the *Sea-rings*; and by which the variation of the compass, the altitude of the sun, and the time of the day, may be readily determined at once in any place, provided the latitude be known. He showed also how to correct the errors arising from the eccentricity of the eye, in observing with the cross-staff; made a total amendment in the tables of the declinations, and of the sun and stars, from his own observations, with a six feet quadrant, in the years 1594, 95, 96, and 97; and constructed a sea quadrant to take altitudes by a fore or back observation, with a contrivance, also, for readily finding the latitude by the height of the pole star, when not on the meridian. To this edition was subjoined a translation of Zamorano's Compendium before mentioned, in which he corrected some mistakes in the original, adding a large table of the variations of the compass, observed in different parts of the world, to show that it was not occasioned by any magnetic pole.

These improvements soon became generally known. In 1608, a treatise, entitled "*Hypomnemata Mathematica*," was published by Simon Stevin, for the use of Prince Maurice. In the part relating to navigation, the author having treated of sailing on a great circle, and shown how to draw the rhombs on a globe mechanically, sets down Wright's two tables of latitude and of rhombs, in order to describe these lines more accurately — pretending even to have discovered an error in Wright's table. But all Stevin's ob-

jections were fully answered by the author himself, who showed that they arose from the imperfect way of calculating made use of by the former.

In 1624, the learned Wellebrord Snell, professor of mathematics at Leyden, published a treatise of navigation on Wright's plan, but somewhat obscurely; and as he did not particularly mention all the discoveries of Wright, the latter was thought by some to have taken the hint of all his discoveries from Snell. This supposition, however, was long ago refuted; and Wright enjoys the honor of the discoveries so justly his due,

Mr. Wright having shown how to find the place of a ship on his chart, observed, that the same might be discovered more accurately by calculation; but considering, as he says, that the latitudes, and especially the courses at sea, could not be determined so precisely, he did not set down particular examples, since the mariner may be allowed to save himself this trouble, and only mark out upon his chart the ship's way, after the manner then usually practised. However, in 1614, Raphe Haudson, among his *nautical questions*, subjoined to a translation of Pittiscus's Trigonometry, solved very distinctly every case of navigation, by applying arithmetical calculations to Wright's table of latitudes, or of meridional parts, as it has since been called.

Though the method discovered by Wright, for finding the change of longitude by a ship sailing on a rhomb, is the proper way of performing it, Haudson proposes two ways of approximation to it without the assistance of Wright's division of the meridian line. The first was computed by the arithmetical mean between the cosines of both latitudes; the other by the same mean between the secants, as an alternate, when Wright's book was not at hand — though this latter is wider from the truth than the former. By the same calculations also, he showed how much each of these compendiums deviates from the truth, and also how widely the computations on the erroneous principles of the plane chart differ from all of them. The method generally used by navigators at the present day, is commonly called *middle latitude sailing*; which, though it errs more than that by the arithmetical mean between the two cosines, is preferred, on account of its being less ope-rose; yet in high latitudes it is more eligible to use that of the arithmetical mean between the logarithmic cosines, equivalent to the geometrical mean between the cosines themselves; a method since proposed by Mr. John Bassa. The computation by the middle latitude will always fall short of the true change of longitude; but that by the arithmetical mean falls short in latitudes above 45° , and exceeds in lesser latitudes. However, none of these methods will differ much from the truth, when the change of latitude is small, as in a day's work.

About this time *logarithms* were invented by John Napier, baron of Merchiston, in Scotland, and proved of the utmost service to the art of navigation. They were first applied by Edward Gunter in 1620. He constructed a table of artificial sines and tangents to every minute of the quadrant. These were applied according to Wright's table of meridional parts, and have been found extremely useful in other branches of the mathematics. He contrived also a most excellent ruler, commonly called Gunter's scale, on which were inscribed the logarithmic lines for numbers, and for sines and tangents of arches. The sector likewise was greatly improved by him for the same purposes; he showed also how to take a back observation by the cross staff, whereby the error arising from the eccentricity of the eye is avoided.

Another instrument, of his own invention, is described by him, called the

cross-bow, for taking altitudes of the sun and stars, with some contrivance for the more ready collecting the altitude from the observation. The discoveries concerning the logarithms were carried to France in 1624, by Edmund Wingate, who published two small tracts in that year at Paris. In one of these he taught the use of Gunter's scale; and in the other, of the tables of artificial sines and tangents, as modelled to Napier's last form, erroneously attributed by Wingate to Briggs.

Gunter's ruler was projected into a circular arch by the Rev. William Oughtred in 1633, and its uses fully shown in a pamphlet entitled, "*The circles of Proportion*;" where, in an appendix, are well handled several important points in navigation. It has also been made in the form of a sliding ruler.

The logarithmic tables were first applied to the different cases of sailing by Thomas Addison, in his treatise entitled, "*Arithmetical Navigation*," printed in 1625, in which he gives two traverse tables, with their uses; the one to quarter points of the compass, the other to degrees.

Henry Gellibrand published in 1635, his discovery of the changes of the variation of the compass, in a small quarto pamphlet, entitled, "*A Discourse Mathematical, on the Variation of the Magnetical Needle*." This extraordinary phenomenon he found out by comparing the observations made at different times, near the same place, by Mr. Burrough, Mr. Gunter, and himself—all persons of great skill and experience in these matters. This discovery was soon known abroad; for F. Athanasius Kircher, in his treatise entitled "*Magnes*," first printed at Rome, in 1641, informs us, that he had been told it by John Greaves; and then gives a letter of the famous Marinus Mersennus, containing a very distinct account of it.

As altitudes of the sun are taken at sea, by observing his elevation, or altitude, above the visible horizon, to obtain from thence the sun's true altitude with correctness, Wright thought it necessary, that the dip of the horizon below the observer's eye, should be brought into account, which cannot be calculated without knowing the magnitude of the earth. Hence he was induced to propose the different methods for finding this; but complains that the most effectual was not in his power to execute; and, therefore, contented himself with a rude attempt, in some measure sufficient for his purpose. The dimensions of the earth, deduced by him, corresponded so well with the usual divisions of the log line, that as he did not write an express treatise on navigation, but only for correcting such errors as prevailed in general practice, the log line did not come under his notice.

Mr. Richard Norwood, however, put in execution the method recommended by Mr. Wright as the most perfect for measuring the magnitude of the earth, with the true length of the degrees of a great circle upon it; and, in 1635, he actually measured the distance between London and York: from which, and the summer solstitial altitudes of the sun, observed on the meridian at both places, he found a degree, on a great circle of the earth, to contain 367,196 English feet, equal to 57,300 French fathoms or toises; which is very exact, as appears from many measures that have been made since that time. Mr. Norwood gave a full account of this, in his treatise, called the *Seaman's Practice*, published in 1637, in which he shows the reason why Snell had failed in his attempt. He also points out the various uses of his discovery, particularly for correcting the errors hitherto committed in the divisions of the log line. These necessary amendments, however, were little attended to by navigators, whose obstinacy, in adhering to established errors,

has been complained of by the best writers on navigation; but, at length, they found their way into practice, and few navigators of reputation now use the old measure of forty-two feet to a knot. In that treatise, Mr. Norwood also describes his own excellent method of setting down and perfecting a sea reckoning, by using a traverse table; which method he had followed, and taught for many years. He also shows how to rectify the course by the variation of the compass; also, how to discover currents, and to make proper allowance for them. This treatise, and one on trigonometry, were frequently reprinted, as the principal books used in teaching scientifically the art of navigation.

No alterations were made in the Seaman's Practice till the twelfth edition, in 1676, when the following paragraph was inserted in a smaller character: "About 1762, M. Picart published an account in French, concerning the measure of the earth, a brief account of which may be seen in the Philos. Trans. No. 112; wherein he concludes one degree to contain 365,184 English feet, nearly agreeing with Mr. Norwood's experiment;" and this advertisement is continued, in the subsequent editions, as late as 1732. About 1645, Mr. Bond published, in Norwood's Epitome, a very great improvement in Wright's method, by a property in his meridian line, whereby its divisions are more scientifically assigned than the author himself was able to effect; which was from this theorem, that these divisions are analogous to the excesses of the logarithmic tangents of half the respective latitudes, augmented by 45° above the logarithm of the radius. This he afterwards explained more fully, in the edition of Gunter's works, printed in 1653; where, after observing that the logarithmic tangents, from 45° upwards, increase in the same manner that the secants added together do, if every half degree be accounted as a whole degree of Mercator's meridional line; his rule for computing the meridional parts belonging to any two latitudes, supposed on the same side of the equator, is as follows: "Take the logarithmic tangent, rejecting the radius of half each latitude, augmented by 45° ; divide the difference of those numbers by the logarithmic tangent of $5^\circ 30'$, the radius being likewise rejected; and the quotient will be the meridional parts required, expressed in degrees." This rule is the immediate consequence of the general theorem, that the degrees of latitude bear to one degree (or 60 minutes, which in Wright's table stand for the meridional parts of one degree) the same proportion as the logarithmic tangent of half any latitude augmented by 45° , and the radius neglected to the like tangent of half a degree, augmented by 45° , with the radius also rejected.

The demonstration of this general theorem was still wanting, till supplied by Mr. James Gregory, of Aberdeen, in his *Exercitationes Geometricæ*, printed at London, in 1668; and afterwards more concisely demonstrated, together with a scientific determination of the divisor, by Dr. Halley, in the Philos. Trans. for 1695, from the consideration of the spirals into which the rhombs are transformed, in the stereographic projection of the sphere upon the plane of the equinoctial; and which is rendered still more simple by Mr. Roger Cotes, in his *Logometeria*, first published in the Philos. Trans. for 1714. It is added in Gunter's book, that if one twentieth of this division, which does not sensibly differ from the logarithmic tangent of $45^\circ 1' 30''$ less radius, be used, the quotient will exhibit the meridional parts expressed in leagues; and this is the divisor mentioned in Norwood's Epitome. In the same manner the meridional parts will be found in minutes, if the same logarithmic tangent of $45^\circ 1' 30''$ less radius be taken, that is, the number used

by others being 12,633, when the logarithmic tables consist of eight places of figures.

Mr. Bond, in his *Seaman's Kalendar*, declared that he had discovered the longitude by having found out the true theory of the magnetic variation; and to gain credit for his assertion, he foretold, that in London, in 1657, there would be no variation of the compass, and from that time it would gradually increase the other way; which happened accordingly. He also published a table of the variation, in the *Philos. Trans.*, for forty-nine years to come. He thus acquired such reputation, that his treatise, entitled, *The Longitude Found*, was published in 1676, by the special command of Charles II., and approved by many celebrated mathematicians.

It was not long, however, before it met with opposition; and, in 1678, another treatise, entitled, *The Longitude not Found*, made its appearance; and as Mr. Bond's hypothesis did not, in any manner, answer the author's sanguine expectations, the affair was undertaken by Dr. Halley. The result of his speculations was, that the magnetic needle is influenced by four poles; but this wonderful phenomenon seems, hitherto, to have eluded all our researches. In 1700, Dr. Halley published a general map, with curve lines expressing the paths where the magnetic needle had the same variation; which was received with universal applause. But as the positions of these curves vary, from time to time, they should frequently be corrected by skilful persons; which was accordingly done in 1744 and 1756, by Mr. William Mountaine and Mr. James Dodson, F. R. S.

After the true principles of the art were settled by Wright, Bond, and Norwood, the authors on navigation became so numerous, that it would be a difficult matter to enumerate them; and every thing relative to it was settled with an accuracy, not only unknown to former ages, but which would have been reckoned utterly impossible. The earth being found to be a spheroid, and not a perfect sphere, with the shortest diameter passing through the poles, a tract was published in 1741, by the Rev. Dr. Patrick Murdoch, wherein he accommodated Wright's sailing to such a figure: and Mr. Colin McLaurin, the same year, in the *Philos. Trans.* gave a rule for determining the meridional parts of a spheroid; which is treated of more fully in his treatise of *Fluxions*, printed at Edinburgh in 1742.

Among the later discoveries in this science, that of finding the longitude at sea, by Lunar Observations, and by Time-keepers, is the principal. The science is indebted to Dr. Maskelyne for putting the first of these methods into practice, as well as for many other improvements; and also to Mr. Harrison for the remarkable discovery of the longitude by the second method. The subject of nautical science has been so much canvassed and studied, by men of learning and ingenuity, in all nations, that there seems to be little room for further improvements; and the art of navigation appears to be nearly brought to the greatest degree of perfection of which it is capable.

ART. IV.—POPULAR PRINCIPLES RELATING TO THE
LAW OF AGENCY.*

SUCCESS in mercantile life, is founded mainly upon integrity, industry, and perseverance. It does not require that wealth, connexions, or rank, should smile upon the young aspirant. The large fortunes and the high influence which we see bestowed upon the distinguished merchants of our city, have, in few instances, arisen from the advantage of early wealth, or the countenance of great connexions. But these fortunate and prosperous men are generally to be traced to some obscure post in early life; to some country school which has sent forth its pupils equipped with some arithmetic, some grammar, some geography, but no rhetoric, logic, or philosophy, into the more laborious posts of our towns and villages. There the beginner has learned first to endure labor and bear privations—to acquire in this way habits of self-denial and hardy perseverance; and there has made honesty and good faith virtues not difficult to practice. They have learned also in this manner, from necessity, habits of economy; and when called upon to act for others, their virtues have shone out, they have attracted confidence, been favored with credit, have had a scope thus opened for their enterprise and capacity, and by persevering energy and prudence, have finally established the fortunes of princes—clothed themselves in purple, and built for themselves palaces. Such examples are shining upon us here from every quarter, and serve at the same time to guide and cheer on those who are following in the same course of usefulness.

In the progress of a person thus commencing, without wealth, and unsupported by rank, the first condition of his life will be, to bestow his services in the business of some other. He is his clerk; then becomes more confided in, and acquires more experience, and becomes a supercargo, an agent, or a factor, acting for the behalf of another, and in his absence, but upon his instructions and upon his authority and credit. He is now properly an agent. He advances still farther in knowledge of business, and in the confidence of those who witness his conduct, and is associated with some person needing his qualities, as a co-partner; and after having fully satisfied his own desires for extended business, and become earnest for the rest which years renders grateful, and wealth renders attainable, he himself calls in and patronises some young man as clerk, or partner. And in all the stages of his course, he finds it necessary at times either to call upon some friend to stand as his surety, or is called upon by some other to discharge this friendly office. It is thus that the relations growing out of agency, co-partnership, and suretyship, present themselves, of extensive application and general interest. They are, therefore, selected as topics upon which useful and popular instruction may be given: topics which may enable us to present some views of law, and of the principles of justice, which may not be wearisome, and which will enable me perhaps to fix myself in the recollections of my audience, as having been a useful as well as well-intentioned counsellor.

The great extent of these relations, and of the principles of law applicable to them, will prevent a very minute exposition of detail; but will afford the

* A lecture read before the Mercantile Library Association of New York, by Daniel Lord, Jun., Esq., on the 27th of January, 1835, and politely furnished by the author for publication in our Magazine.

opportunity of exhibiting very many interesting principles; and in every instance, it will be our endeavor, rather to consider the principle upon which our law is founded, than to seek to give the numerous nice distinctions and exceptions to which all general rules are subject, which render the law a distinct profession and science, and call forth the utmost displays of learning and sagacity.

In the course of the Merchant, as above alluded to, the starting point is the situation of a clerk and agent: with the discussion of the principles applicable to that relation, we therefore commence.

The duties of a clerk are so generally under the immediate direction and conduct of his principal, that they need no explanation in the law: his acts are, in fact, almost absolutely the personal acts of the principal himself.

An Agent is one who acts on the behalf and by the authority of another. And his acts are deemed those of this other person, who is called his principal. Our purpose is chiefly to consider those agents, who are not acting under the very eye and in the personal presence of the principal; for such a state can give rise to few relations: but to those who act for others not present, and who therefore represent their principal's interest; who may err, to their own detriment; who may do acts embarrassing or injurious to their employer; or who may be the means, however innocently, of contracting nugatory arrangements with others, relying on their good faith, through a want of authority or other peculiarity of their situation.

The first particular to be considered is, *that the agent acts in behalf of another.* If while agent he acts upon *his own behalf*, either without the scope of the business in which he is engaged as agent, or acts in his own name, and professedly for his own benefit, neither he nor the persons with whom he deals, can have any connexion with the principal. Obviously here the agent cannot claim his principal's protection, or his adoption of such an act. Nor can the stranger dealing with him, who does not intentionally contract with a principal not presented to him as a party, and who therefore can only be supposed to rely upon the actual contracting man, make any claim in justice upon the principal. In such a case the principal has been left out of sight altogether, and can only come into view at his own choice.

But can he at his choice come in to such a transaction, and make himself a party and claim the benefit? In some cases he may. If in such a departure from his agency, the agent has employed the funds of the principal, either property or credit, the principal has a right to say, "you could not honestly employ these funds but in my service: you cannot pretend against me, that you intended a dishonest misapplication of them: although you have gone out of your duty, so that I am under no obligation to sanction what you have done, yet I choose to do it, and unless you confess yourself a dishonest man, you cannot object to it." This argument is sound in law: and in such a case the agent exposes himself, if the adventure is a losing one, to bear the loss, and if a gaining one, to lose the profit. And as he has violated his duty, he can make no just complaint, nor receive any honest sympathy.

In the event also of an agent who has given to his principal the disposition of all his time or services, whatever he does, may be claimed by this principal, who has a right to say, that the time and services were his, and that the fruits they have yielded shall fall into his lap. This, however, is a case of very different merit on the part of the agent: and if he has not neglected his principal's affairs, the latter would be using his rights at least harshly, to

refuse to his agent the benefits of such an affair. The law, however, wisely considering the temptation afforded to such neglect, if it allowed the agent under such circumstances to use his time for himself, gives the option to the principal, and leaves the agent at his discretion.

In accordance with the same wise caution, the law will not permit the agent to act as party and agent in the same transaction. If one be authorized to purchase or sell goods for another, and the agent himself has the goods to sell, or desires to purchase, he may not do it. The party giving the order may refuse to accept the goods if the agent sells his own to him; or probably he may accept the goods, and refuse to be bound by the price charged, but may question its justice. If the agent attempts to buy the goods he had on sale for his principal, without the express consent of the latter, after full knowledge, the latter may, at his election, either hold him to the bargain as purchaser, or refuse it, and hold him to account for any greater price or value which has been or can be obtained for it at the same time. It may be asked, what injury is done to the principal, provided the agent in selling, sells his own goods of the kind required and at a fair price; or, if in purchasing his principal's goods, he gives him as much as can be had. Perhaps in a given case there may be no injury; but it is evident, that the agent having his own goods to sell, will make few endeavors to buy for his principal at the best terms: nor will he, if desiring to purchase, and permitted to do so, be very anxious to find a better purchaser. Although in instances there might be no injury, yet as a *general principle*, it would be improper to allow the possibility of the agent finding his interest in conflict with his duty. The law willingly takes away the temptation: by a general rule it puts the agent, in such case, as in the other above stated, wholly at the principal's mercy, leaving it to the latter to claim the bargain if a good one, and to turn the bargain upon the agent if a bad one. These are the wholesome principles of the common law, and show the purity of its ethics and the wisdom of its policy.

The agent acting in behalf of another must in his transactions disclose his character as agent. This is an obligation towards him with whom he deals. If this be not done, such other person has a right to hold him as the actual party, leaving him to the indemnity and protection of his principal. The stranger has also the right, on discovering such undisclosed principal, to resort directly to him. Here the stranger has the option, at the agent's disadvantage. The agent is bound, because he suffered the stranger to suppose him the actual party; the principal is bound, because the agent was authorized to bind him, because he expected to be bound, and because he is entitled to the benefit of the contract, and because the not disclosing was the omission of a man selected by himself.

In such a case, as it is above observed, the principal has a right to claim the benefit of the transaction, directly and openly, in his own name, if he chooses so to do. And if the stranger would have any advantage by treating the contract made as the contract of the agent, this advantage is secured to him. Any rights of set-off, or otherwise, against the agent if he were principal, are secured to the stranger against the principal thus intervening. The ordinary mode of effecting policies of marine insurance, is to some extent an instance of this rule. The policy is usually in the agent's own name, without the disclosure of the principal, and often without the disclosure of his being agent. The principal, however, can always claim the contract. And, as the insurance contract always rests upon interest in the subject to be

afterwards disclosed, it is not here true, as in ordinary cases, that a set-off against the agent will be allowed against the undisclosed principal.

In sealed instruments, however, if an agent does disclose his agency, but nevertheless puts his own hand and seal, and does not sign the name of his principal, he is responsible himself, and stands the contracting party. The reason seems to be, that, unless the sealed instrument be sealed with the principal's seal, and in his name, it cannot be treated in the law as his deed; and, if not the principal's deed, as it is the deed of some one, it is, of course, the agent's deed.

And an agent may, although disclosing his agency, use language importing personal obligation on his own part, and if he does, the obligation adheres to him. His being agent obviously does not supersede or render impossible the binding of himself, if he is so careless or complaisant as to do so.

And, in relation to negotiable paper, an agent, acting within the scope of his agency, may, even to his principal, be liable, if he signs his name without qualification. As if an agent here, remitting the proceeds of a sale to his principal in New Orleans, should draw a bill on the purchaser in favor of the principal, such agent would be liable on it, unless, in the very advice of the sale and remittance, he expressly disavows the liability. Otherwise, his principal is put off his guard. He receives paper containing the form of a personal obligation from one in whom he has confidence; he treats it as secure, and makes his arrangements accordingly. The agent in such case must not withdraw from the position in which he has placed himself, that of the responsible party. In unsealed writings, the personal liability of the agent depends often upon the mode of his signature. If he signs his own name, without qualification, it affords strong, although not conclusive reason, to charge him as one contracting personally; if he adds the word "*agent*," still, unless the name of the principal appear on the face of the paper, he may often be charged personally; for he ought, where he does not intend to bind himself, to give the responsible name of him who is bound. And in all cases, and however he signs, if he acts without authority, he is personally liable on the contract. The agent should always, in the signature, express both the principal's name and his own.

Thus much for the position, that the agent must act on the behalf and in the name of his principal.

The next part of our description of an agent is, that he must act by the authority of his principal. Without this authority, he cannot require the principal to protect him in his acts; nor does he give, ordinarily, the responsibility of his principal to those dealing with him on the faith of his being so authorized. For it is by no means true, in general, that the circumstance of a man's depending upon the faith that the agent is authorized, gives him any title to compel the principal to adopt the act. This title is given only when such reliance is caused by the carelessness or fault of the principal in clothing the agent with the appearance of authority not possessed.

In considering the authority of an agent, we may first inquire how it is granted; next, ask what rules are to be applied in construing and understanding it; and lastly, observe how it is revoked.

It is very frequently created by an instrument called a letter of attorney, under the hand and seal of the principal. This formal (or, as the law terms it, solemn) mode of granting authority is necessary, when a bond, deed, release, or other instrument, to which a seal is essential, is to be executed; it is not necessary in other cases. It is necessary in these cases, because the obligation created by a sealed instrument is of a character so grave, so incon-

trovertible and so entirely binding the party, that the use of the solemn form of authorizing the agent is requisite to show the principal's assent to the high obligation: and it is also necessary from a technical rule of the common law, that no instrument under seal, executed out of the personal presence of the party, can be treated as a deed, unless the instrument conferring the authority have been executed with the same formality as would be required of the principal, if he were personally acting. Witnesses to the sealing, although sometimes convenient, especially where the party executing cannot write, are never essential. In most instances, therefore, authority to transact business of the largest extent may be conferred by mere verbal communication, or by simple letters: and the immense mass of commercial agency of Europe is transacted upon the authority of letters merely. Authority by oral communication is equally valid as that by writing not under seal. But although these modes be equally effectual as to validity, they differ greatly as to advantage. The written authority can be more exactly perpetuated, not depending upon the intelligence, the memory, or the integrity of witnesses, but resting upon that singular phenomenon, the peculiar identity of hand writing. It can also be more conveniently exhibited to the examination of those who are to rely on it; it can also be deposited in the hands of some common depository to serve the convenience of all who deal on the faith of it, however numerous, and for the protection of the agent himself. For be it remembered, the agent is always responsible, that he is authorized to do such acts as he professes to execute.

Indeed in the universal usage at the present day, to make writing the means of conferring commercial authority, except by parties in the same place, one would probably be justified in refusing the act of an agent, not sanctioned by the writing of his principal.

Agents or attorneys at law, are considered as appointed by a record: They are empowered, and their authority viewed, upon principles peculiar to themselves: although entitled by virtue of his mere declaration in court that he is an attorney, to receive sums however great, to discharge debts, to modify engagements, and in the most serious manner to affect the estates and persons of those he professes to represent, the attorney at law may act without authority under seal, without letter, and indeed without authority at all; and his acts will be not only binding but generally conclusive. The Courts assume his authority to be perfect, and should it not be, the parties are left to take their redress against him. This in theory seems exceedingly dangerous; yet in practice has produced little ground of complaint. It is founded on the confidence which Courts place in their own officers. They have a right to exclude attorneys in the first instance from that office; only admit them, upon taking oaths of fidelity; they hold over them a summary jurisdiction and inquisitorial authority; may compel them by close imprisonment to answer interrogatories accusing themselves; may without jury deprive them of their profession and means of support, and commit them to close prison for disobedience and mal-practice, and this without the right of a review of their decree upon them. It is a matter, therefore, not a little serious, for one thus circumstanced to perpetrate a fraud on the Court: and these circumstances with the fact that these attorneys are bound by day and by night to keep watch on one another, are for the most part men of liberal education, render the possession of this great power of representing others, in the hands of attorneys at law, quite harmless: it renders proceedings in courts more easy

and simple, and most effectual to be relied on as a protection in the termination of a controversy.

But authority may be conferred on agents, by other acts than expressions by word, writing, or letter of attorney. Permitting a man to act as agent, and repeatedly adopting such acts, gives the public a right to suppose him clothed with authority: such acts, if the person be not authorized, tend to mislead into a false reliance upon the conduct thus permitted, and would afford the means of great injustice and fraud, unless an agency were implied. An agency may under such circumstances be implied; and that against most positive proof that it was not conferred nor intended to be; and to an extent beyond what ordinarily can be found granted. Of course this authority will only be inferred in favor of persons in good faith, relying upon such conduct, and not knowing that it is unauthorized. In cases of this kind, the question is, what had those who dealt with the supposed agent, a right reasonably to presume from the acts of the supposed principal, and to such extent, however wide, the authority is inferred. Such inferred authority may sometimes arise from acts not intended with ill design and only careless; and it is a necessary caution to all likely to have others assume to act for them, that they should be most careful in sanctioning acts at the time apparently insignificant or to their advantage, as they may be mere combustibles forming the first part of the magazine to burst on them in ruin.

Authority may sometimes also be acquired from mere circumstances of necessity. The master of a ship, for example, has no direct authority from the owner of ship or cargo, except merely to navigate the former or convey the latter with his best skill and caution. But disaster may befall him, his ship get into distress and be driven for refuge into some port where he has no funds nor means of refitting his shattered barque or damaged cargo. In such cases the law will permit him, in consequence of the mere necessity of the case, to sell the cargo in whole or in part, as necessity may require, and to pledge his ship at high interest to raise all such money as he may need. In case, he cannot by any such means refit his adventure, he may sell the wrecked ship and cargo, and his acts in good faith, and without other authority than mere necessity, are justified both as to himself and to those who deal with him.

Sometimes also goods may be ordered to be shipped from one country by a merchant in another, and on their arrival may so far deviate in quality, price, or terms of sale, as not to answer the commission given. What in such case is to be done? The shipmaster cannot retain them: the consignee by accepting them in silence, may be charged with a waving of his objection to the deviation from his order, and if not taken care of they may perish. It may be, too, that although the goods come clearly differing from the merchant's intentions or expectations, yet the orders may be susceptible of doubt and difficulty in their construction, and it becomes very desirable to make the loss and eventual stake of controversy as small as possible. Under such circumstances, if the merchant to whom the goods are sent, immediately declines receiving them, as not being conformable to order, and declares that he accepts them only for their preservation, he may do it in safety, and becomes agent by necessity. He may, as such agent, have every measure adopted for the proper preservation of the property: if perishable, he may sell it, using honest and fair diligence in so doing, and his acts will be deemed those of an agent merely, the agent of him whom it shall finally be found to concern. The acts authorized in such case are, however, only

such as the necessity of the case requires ; if the party go beyond this limit, he will be chargeable with the property. The principle of these cases is obvious. It is not in terms, *that necessity knows no law*, but it is that the necessity *makes* a law : and property will not be left to be ruined merely because it is without a formal protector. In such cases, the property itself becomes chargeable for all the necessary expenditures, and may be held as a pledge for them.

A frequent instance of this kind of agency arises in the case of the abandonment to insurers of goods insured : if the insurer accepts the goods, he becomes liable for the claim, however ill supported, unless fraudulent ; and if the merchant, after abandonment, acts as owner of the goods, he is deemed to waive his claim for the loss founded on the abandonment. In this situation, he may take all necessary measures for the preservation of the property, may sell it, if perishable, and probably may, in other cases, giving notice to the insurers of the time and place of sale, and causing that to be public.

Generally, therefore, property in an unprotected position may be taken care of, and its safety provided for, without prejudice to any rights in relation to it ; and the persons doing these acts, form the class of agents by necessity, and their conduct is more favorably and liberally to be regarded.

Authority committed to an agent cannot ordinarily be delegated by him, without express assent of the principal. Where one man is authorized to act for another, he is presumed to be trusted from a confidence in his personal qualities of integrity, skill, and responsibility. If he can turn over the principal's business to another, it is clear that the principal could make slight dependence upon his own judgment in the selection of his agents. All arrangements might thus be defeated. It cannot, therefore, be done without an authority expressly to appoint substitutes or delegates. This rule, however, does not apply to subordinates of the agent, not authorized to complete business without his supervision and personal interference. Some agencies too, from the course of business, imply a power of delegation ; such is often the case of supercargoes, trading to places where the business of buying and selling cargoes is by law, or known usage, confined to merchants of the place.

Authority, in whatever mode conferred on agents, may sometimes be discretionary, and sometimes not ; and this character of authority is of the highest consequence, as well to the agent as to the principal and strangers.

If the authority give no discretion to the agent, the act to be done must be performed as soon as practicable, at whatever consequences. If goods be consigned to be sold on arrival, the agent must sell on the first opportunity, and cannot wait for a change of market, whatever knowledge of the market he may possess, whatever be his desire to promote his principal's interest, whatever be the prospect of certain loss in obeying orders, whatever certainty there may be that his principal has not understood or expected the state of things which has occurred. If he alleges his good faith and pure intentions, his knowledge and skill, the answer is at once, that nothing was trusted to good faith or intentions, for no discretion was granted. The order was plain, the principal could not complain if it were complied with, and the risk is not the agent's ; he must therefore comply. By saying, however, that he must sell at the first opportunity, it is not meant that he must close with the first offer, be it what it may ; this would defeat the very purpose of agency at all. But it is meant, that the agent must not, in such case, attempt to wait any change of times, but must make the sale without delay, and at the best price, and on

the best terms he can then do. And so of all other cases where no latitude is given: *For a deviation from orders there is no excuse.* The principle is general, and founded upon the absolute right which the principal has over his own affairs, and then that those he employs are to interfere with this control only when he himself permits it.

Widely different, however, is the situation of an agent, having discretionary authority. His acts are always justified, if done in good faith, however unfortunate the result of his judgment may be. The exercise of good faith, of course, requires reasonable diligence; for the want of ordinary diligence, such as men of common prudence in general bestow in their own affairs, is, in an agent, equivalent to a want of good faith. He is paid for care, skill, and exertions, and he is bound to exhibit them, but if he does, the consequences are not at his door. No man can command success, although every man can command his own best endeavors. In dealing too with an agent having discretion, strangers are altogether freed from any other inquiries as to the agent's conduct, in the exercise of that discretion, than as to his good faith.

The construction to be given to the authority of an agent, next demands our notice.

Construction is the true understanding of what the author of an instrument or communication means. His language may be obscure, or contradictory; it may be defective or ambiguous. It now becomes a painful duty of the agent to ascertain the true meaning of his principal in his orders; if he mistake it, he subjects himself to the unpleasantness of disappointing his principal, of becoming subject to claims on his part for damages, if not to actual liabilities. Those also who deal with the agent, need to know if the authority warrants the agent's act, otherwise it may be disavowed by the principal, and all their dependence on the agent's acts rendered illusive.

If there be an ambiguity, fairly appearing to have been designedly such, probably any possible construction which it could admit would be sanctioned, for the law so abhors deceit and treachery, that it will at all possible times prevent their success, and disappoint the injury they contemplate. But such an ambiguity is not often to be expected.

The rules of construction material to be noticed are these: the general scope and object of the commission are to be taken into view, and such meaning given as the expressions will bear, most consonant with such general purpose. All expressions are to be understood in their usual and ordinary meaning in the branch of business to which the agency relates. No authority is to be implied, except by fair and necessary inference; the authority is to be taken strictly, that is, not to contain more than it most clearly implies; both because a man is not presumed to give more control over his affairs than his language necessarily imports, and because erring by a strict construction, the agent is on the safe side, and is not exposed to exceed his power.

But, where a man is the general agent of another, and his acts are held out to the world as of one having a general control of the affairs of his principal, or of some branch of them, then the question of construction never arises. The agent is a duplicate principal as to strangers. The public are governed by the ostensible general authority, and no private limitations or restrictions, either in the instrument conferring the authority, or in subsequent orders, affect strangers in their dealing with the agent. Plainly, from the nature of the case, they cannot be known to, nor suspected by, those who look to general conduct for evidence of the agency. In the cases of general

agency, then, the only question upon this subject that can arise is, whether the act done by the agent was within the ordinary range of the business entrusted to the agent; if it was, the principal is bound; otherwise, not.

Factors, to whom goods are consigned for sale on account of their principal, are agents whose authority is partly limited, and partly of a discretionary character. His authority is only to sell; he therefore cannot pledge the goods, either for his own debt or that of his principal; he cannot exchange them by way of barter or traffic, and in all respects his power is strictly limited to a sale, and sale only. But, in making the sale, he has authority of a discretionary character, so far as the validity of the contract of sale is regarded. Therefore, if in the sale he deviates from orders, by selling at an under price, by giving a credit beyond his orders, by warranting the article without authority, his contract is valid, and the principal is bound; his property is sold, and his liability fixed. But for all this deviation or transgression of orders, the agent is responsible to his principal.

The application of this principle to the contracts of factors has often given rise to cases of great hardship: strangers dealing with factors having property in their possession with every mark and indication of ownership, have lent money or assumed responsibilities in reliance on the pledge of the goods in the factor's hands; and after a lapse of time, and a full settlement of accounts with the factor, and after he has become insolvent, and failed to account to his principal for his property, the latter discovers that it has been pledged to a stranger, and claims it of him. In vain does the stranger allege that he acted in good faith, and that he was ignorant of any violation of the agent's duty; the law answers for the principal, and declares, that, not having authority to pledge, the transfer by way of pledge was void. In vain does he allege that the money raised by the pledge was applied by the agent to the principal's use; the law answers, the agent had no more right to borrow money for the principal than he had to pledge the goods; and the principal, therefore, is not bound to the stranger, who can look only to the agent. In vain does the stranger allege that the agent was entrusted with the ostensible ownership, and that he had the possession and control of the property, and that the principal, by his incautious confidence in the agent, has enabled him to obtain credit on it; and that of two innocent persons to suffer by the fault of another, he ought to suffer most who has been the means of the loss; the law has another denial to give, in its principle, that in dealing for personal property, your only guaranty for a title is the personal responsibility of him with whom you deal; and that no apparent ownership, nor any degree of good faith and vigilance in a party acquiring personal chattels by contract, will give a title where the party attempting to give it had none to give — a principle of the common law, founded at an early period, before the common law had begun to listen to the appeals of commercial expediency, and originating in the desire of preventing the owner of property taken by violence or fraud from losing it by artful or numerous transfers from the delinquent, and rendering it necessary upon every transfer, that the parties should know each other well, or should make careful inquiries as to the title.

But, within a few years, statutes have been passed in this state and in England, protecting persons who in good faith shall have made advances upon property in the hands of factors for sale, and relieving this branch of the commercial law from the severe and inequitable rules founded upon the circumstances of an antiquated state of society; and, while the statute has thus exposed the principal to the misconduct of his own agent, in this, as in other

cases, it has, as an equivalent, protected him from the fraudulent misconduct of his agent, by making such misconduct a criminal offence, and by menacing the agent with the threat of a penitentiary.

Having considered the authority of an agent, his mode of acting, and the principles governing it, most of the duties of an agent have been touched upon. It may be added, in general terms, that the agent is bound to comply with his orders, to use his best diligence and judgment in conforming to them, if restricted, and in accomplishing his principal's designs, if discretionary, and to keep him constantly instructed of his proceedings. The latter duty, of keeping up correspondence, is not only part of reasonable diligence towards his principal, for the consequences of a want of which the agent must suffer, but it is important for the agent's protection in the case of accidental breaches of orders; it puts his principal under the necessity of making his complaints immediately, when the injury may often be remedied, or of being deemed to have abandoned all cause of complaint.

The agent, however, we will suppose, has deviated from orders, has acted without authority, and has communicated the matter to his principal. Now is presented the doctrine of ratification and adoption.

Ratification is the sanctioning of an act done contrary to the agent's authority, and adoption is the taking the contract or act made or done out of the sphere of the agency, or, in other words, without authority. They are both acts of the principal, which do not, like original contracts, depend upon any new consideration or transaction for their validity. They result from the agent's assuming to act in the behalf of the principal. When the latter assents to it, by this assent he consents to admit that the agent was authorized, and by the admission he becomes liable and entitled under the contract, acknowledges himself party to it, and frees the agent from all complaint.

Ratification is either express or implied. When the party in whose behalf an agent undertakes to act, in terms expresses his assent to the act, or directly and in terms claims the benefit of the act, this is an express ratification or adoption. When upon being apprized of the agent's conduct, and having the opportunity to disavow it, the principal keeps silence or speaks equivocally, the ratification is implied; he is presumed to assent, although in fact the very silence or equivocal communication was intended to avoid a ratification. The principle of this seems to be, that as the agent acts professedly for the principal, and without a view to his own advantage, as the latter has the right by express assent to take the benefit of any favorable result in the matter, it is but fair that he should make his choice at once, and be deemed to have chosen that alternative which will not expose the agent to a claim, unless he expresses the contrary. Having the advantage of the choice, it is but right to hold him to the immediate exercise of it, and to deem him to have chosen the part which leads to no complaint nor litigation. It is also to be supposed that by as early notice as possible, the agent may take measures to avoid the ill consequences of a deviation from his authority, and if the principal does not, as far as he can, give the agent this opportunity, he ought not to hold him responsible for consequences which might in whole or in part have been avoided or remedied. If these be the principles of implying a ratification, the question may well be asked, suppose a palpable violation of orders, without a possibility of benefit to the principal or of remedying the condition of the agent, would silence be a ratification? This question implies so much fault and imprudence on the agent's part, that it may well be left in doubt, in order

that no one may have reason to believe in his impunity who shall place himself in such a position.

The assent or dissent of the principal must be entire; if he assents in part, he cannot reject the residue — his assent is to the whole conduct.

To all ratifications, it is essential that an honest communication have been made by the agent; it implies a full knowledge by the principal of what he is supposed to assent to. Nothing, therefore, is to be gained by half disclosures, by partial or distorted statements, in order to entrap a principal into a sanction of the agent's misconduct. Unless the agent have fairly apprized him of the matter, the ratification is ineffectual, and the agent will have the wretched satisfaction, that having failed in his duty, and used deceit to get it pardoned, the pardon wants the necessary force to give him any exemption.

The compensation to the agent, although the very life of his activity, demands but little illustration. Where agreed upon, the agreement of course governs; where not, the agent is entitled to a reasonable compensation for his services. This is to be ascertained, according to the usage of the business in which the agency is employed, and may be a commission, salary, or estimated allowance, for the value of the particular service rendered, and its amount is to be assessed, in case of disagreement between the agent and principal, by their peers, a jury.

A deviation from orders does not of course forfeit all claims to compensation. The principal is entitled to indemnity against the misconduct of the agent, but the latter still is entitled to his stated compensation. It is not a principle of the law to facilitate forfeitures, or for a small damage to inflict a severe loss; forfeitures are always avoided by the law, they are never implied; even when stipulated, they are often relieved from: and when actually arising upon positive stipulations, which cannot be evaded by construction, nor passed by without execution, yet the slightest circumstance recognising the forfeited right as still existing, will be held a waiver or relinquishment of the forfeiture.

Neither will every fault justify the termination, by the principal, of the agency for a stated period. To justify such a termination, (a dismissal of the agent from a service for a stipulated period,) there must be some fault going to the very basis of the relation of the agency; a mere instance of neglect, a violation of orders through inadvertence or accident, although it would subject the agent to make good the loss, would not justify a withdrawal of the agency; but acts evincive of dishonesty, detection in the more permanent vices, such as gambling and drunkenness, a plain rebellion and resistance of orders, showing a determined insubordination, would justify the termination of an agency. Of course, in speaking of an agency to be terminated, is meant one not engaged for at the mutual pleasure of the parties, but for some definite specified period.

Connected with the agent's compensation, is his right of lien for the balance due him, as well for what he may have paid or for what he has assumed, as for the balance of his commissions; and this lien he has, not only upon the property and effects connected with the transaction upon which the advances, liability, or commissions accrued, but he has a general lien for all that is due to him as agent, on all the property and effects of his principal which shall be in or come to his hands as agent.

This right, however, does not extend to protect debts which the agent contracted with his principal in the general course of commerce, and not arising

out of the agency; nor does it apply to property which has come to the hands of the agent otherwise than in the course of his agency; the agent may not, by pretence of a purchase or by any deceitful representation, obtain his principal's property, and hold it for his balance; he cannot buy up his principal's notes, and hold his property as security, or set them off against his claims. The law gives the lien only in consequence of the confidential character of the relation between principal and agent, and of the importance of giving it every protection and encouragement.

There is another subject connected with the agent's lien needing notice; it is the principal's right to reclaim his goods and their proceeds on the agent's failure. It often happens that an agent, selling goods for his principal, takes the note or other securities from the purchaser in his own name; that he sells the goods of divers persons in minute portions to the same purchaser, and takes one note or security for the whole; and upon the agent's insolvency, he is pressed by urgent creditors to apply the securities thus obtained to secure his own debts, and not to return them to his principal. Can the principal in such cases trace the securities? It is clear, in all such cases, that the agent, knowing his principal's rights, has attempted to apply his property to pay his own debts. As to him, it is a clear fraud and violation of authority, and between them void. What, then, is the situation of him to whom such securities are thus passed, against right and without authority? Has he received them upon an old debt, as the best security he can get? if so, he cannot retain them; he must be remitted to his old debt, and give back his securities, and he and the principal must both stand in the situation in which they stood before the agent's fraud. Has he taken the securities from the agent upon making a new advance upon the faith of the securities? if so, he may retain them, not because the agent had the power to pledge them, but because it is for the public good that advances in good faith upon negotiable paper shall be protected, and, out of regard to public policy, the person thus situated is protected. But has he taken the securities with a knowledge that they did not belong to the agent, or after they had become due? then he cannot hold them. Taking them with knowledge that they were not honestly at the agent's disposal, he is a party in the agent's fraud, and can derive in law no advantage from it. Taking them after they are due, they are no longer protected by the policy which stands around the title of negotiable paper; the exigencies of commerce do not require the circulation of notes or securities which are dishonored, which have not been paid when due; and, no commercial policy intervening, the taker of the securities can only protect himself under the right of him who passed them, and if the latter could give none, the taker could have none.

The rule, therefore, is, that upon the failure of an agent, all the effects of the principal, in his hands or in the hands of persons to whom he has passed them, may be reclaimed by the principal; excepting, only, negotiable securities, put in circulation before they fall due, to persons taking them in perfect innocence of fraud, and making an actual advance of property on the faith of getting the securities.

An agent cannot offset his own debt to a stranger against one the latter owes his principal; this is sometimes attempted, on the plausible idea, that, as the agent might receive money from the principal's debtor, and pay the same money to the same person in satisfaction of his own debt, therefore the offset, which merely does the same thing without the formal exchange of dollars twice upon the counter, is equally available. It is not so, however;

no such offset is permitted. It is, in fact, a taking of the principal's property and paying the agent's debt with it, and that in the knowledge of both parties to the transaction. Nor is it protected as a payment would be. Payments are always protected when made to a party entitled to receive, and money is not permitted to be traced, nor title to it impaired, by defects of title in previous parties who have had it in hand. And to bring a transaction within this principle, the payment must be actually and honestly made; if this is done, the debt paid is extinguished, the money in the hands of the agent cannot be restrained from circulation, and he may therefore apply it to the purpose he thinks fit. And if this is done to his own creditor, without collusion on the part of the latter, he may hold it; but under no other circumstances.

It remains to consider how the relation of agency terminates.

Death of the principal terminates the authority of the agent at once. And his acts done after the moment of the death, are void, although the death were not and could not be known to the agent, or to the party with whom he is treating. This principle operates sometimes severely, where the contract is made, and money paid on it, with an agent, without the smallest ground to know or possibility of suspecting the previous death. Such, however, is the well established law: The reason seems to be, that the acts of the agent are only effectual as acts of the principal; and it is absurd to treat any thing as the act of a principal which has been done after his death.

This principle is very important to be taken into view, when a power of attorney to transfer a ship, or stock, or other property, is relied upon as a security; death still revokes it, and the security is gone, and the property must be distributed among the general effects of the principal: and if a party will rely upon such an instrument as security, no court of law or equity can help his inadvertence. He has relied upon a security which has in its nature an infirmity, and he must not complain that it is not a different thing. Very heavy and extensive transactions are daily conducted in this city, upon such reliance.

The death of the creditor would in such a case also have the same effect.

The best mode to obviate such a difficulty, is to let the security always contain an effectual transfer of the property; if the parties wish the transfer not to be known, it may be kept secret, and it will still be valid as between the parties and their representatives. If it be not valid as to other creditors, perhaps, still, it is not less valid than a secret power of attorney.

Another mode of obviating the difficulty is to insert in the power of attorney, or similar instrument intended as a security, a covenant by the party granting it with the one named as attorney, as a trustee for himself and those who should deal with him on the faith of the instrument, binding his executors to ratify such acts as should be done after his death in his name before notice of the death; it is supposed that such a covenant might receive a specific execution in a court of equity to protect the parties relying on it. Still it is but an inconvenient expedient.

An agency may also be terminated by an express revocation. This is done by a letter either sealed or unsealed, (sealed powers of attorney, however, being supposed to require a letter of revocation to be under seal,) delivered to the agent. His acts thenceforth are nugatory, and he becomes responsible to those who deal with him as agent, for his unauthorized acts: and in some circumstances his presuming so to act might amount to legal swindling. Unless the agency have been a general agency, public notice of the revocation cannot be required of the principal, as the condition of his being

freed from liability for the agent's acts. Parties, therefore, dealing with an agent, always run some risk of the authority having been revoked, in which case, they have not the act of the principal. This may be prevented by providing in the letter of attorney that it shall continue until a letter of revocation is lodged with a certain person, or until advertisement in the newspaper in some particular place. A general agency requires notice of revocation to be published, and also a particular notice to be given to all who have dealt with the agent, unless some satisfactory proof can be shown of such persons knowing the revocation.

As an agency is revocable in its very nature, an agreement not to revoke it, or the insertion of the words "attorney irrevocable," or the like, do not prevent the revocation as between the parties; such agreements may avail to expose the revoking party to damages for breaking his contract, but do not confer upon agency that which is contrary to its nature, namely, impossibility of revocation.

Such is a brief and popular view of the principles of the law relating to agents; the extent of its application, however, would be wrongly conceived from the simplicity of its principles.

When we contemplate the vastness of modern commerce, the immense capitals in the hands of individuals frequently infirm through years or sickness, or overburdened with innumerable cares, we need scarcely ask, how could all this commerce be conducted without agents. A merchant could trade not only with only one country and in only one place, but he could conduct only one adventure. That adventure, too, must be such as is adapted not merely to his energy of mind but to his strength or weakness of body. Without agency then, how is Sampson without his locks! How would commerce resemble Napoleon standing upon his solitary rock, without his armies, and dying of a cancer in the heart! It is by this bringing into aid and subordination, the powers of others, by bringing in the young to exert their youthful powers, the vigorous men of middle life to traverse the seas, to range the forests, to course the deserts, that modern commerce touches at once the extremes of longitude, and subdues alike the Equator and the Poles; She crosses the oceans, tracks the African deserts, and conquers the plains of Asia.

How important, then, that the principles of this co-operation should be fixed by the rules of law, and, still more important, protected by the higher, deeper, and more absolute sanctions of moral principle and religious obligation! The law can only fix rules for that which the eye of man can discover and the hand of man avenge. But it cannot reach the unsuspected neglect, the silent, the secret embezzlement, the mysterious sinking at sea, nor the final evasion and escape of the faithless agent into unknown regions. These, and thousands of other consequences of the faithlessness of those who render but an eye service, are to be avoided only by a deep sense of religious obligation, and a continual cultivation of moral principles among the young; by a cherishing, also, on the part of those more advanced in years and in honors, of those institutions, which furnish to the young interesting occupation, useful knowledge, and a proper sense of their own duties. It is by holding up to them the encouraging prospect of the advantages of truth, good faith, probity, and diligence here, with the more considerable, the immeasurable consequences hereafter, that commerce is from time to time to derive her conquering legions of faithful, persevering, and useful agents.

ART. V. — MERCANTILE LAW CASES.

SALVAGE — FREIGHT — CHARTER PARTY — NEUTRAL SHIPS — CARRIER SHIPS — ADMIRALTY JURISDICTION — CONSULS AND SEAMEN — SEAMEN'S WAGES — BOTTOMRY — CARELESSNESS OR NEGLECT — BILLS OF EXCHANGE — CLASSIFICATION OF GOODS — RIGHT OF SECURING DUTIES AT THE HOME PORT — FRAUD ON THE REVENUE.

[We are indebted to P. W. Chandler, Esq., the editor of the Law Reporter, for the following condensed account of a case of great interest, recently decided in Boston.]

THE ship Nathaniel Hooper sailed from Havana, in the island of Cuba, in June, 1838, with a cargo of sugars, to be carried to St. Petersburg *via* Boston. In the course of the voyage, about the 8th of July, 1838, she struck on the South Shoal, so called, of Nantucket Island, and was there left by the master and crew, after an unsuccessful jettison of part of the cargo, about one thousand boxes of sugar. She was left by her captain, and in this situation being discovered by the brig Olive Chamberlain, a mate and part of the crew thereof were placed on board. The ship had suffered by striking on the shoal, and leaked badly. She was put on the course for Boston, and afterwards fell in with a fishing schooner, the Climax, from which the assistance of an additional crew was obtained, and the ship then reached Boston about the 11th of July, and before the master himself arrived, who came round by land.

She was immediately libelled for salvage, and the cause was heard by Judge Davis, of the District Court of the United States. The evidence in the case was very voluminous, making nearly one thousand folio pages, and eight days were occupied in reading it. The counsel were Messrs. *Mason, C. G. Loring, Betton, Choate, Bartlett, and Brigham*, for the salvors; and *C. P. and B. R. Curtis, Blair, and Parsons*, for the respondents.

Judge DAVIS made a decree, giving to the salvors one half of the nett proceeds, reserving some points, made by the owners and insurers, arising out of the alleged misconduct and perjury of a portion of the salvors, as bearing upon another part of the case, and to be decided when the question of the division of the salvage was considered. The opinion was quite brief. The judge decided that the Nathaniel Hooper, though not derelict when the master and crew first left her, because they left with the purpose of return, yet became derelict when the master and crew afterwards gave up the pursuit of her, in the belief that she had sunk. And, being thus a case of derelict, he felt bound by recent decisions to apply the rule of one half, as he considered this rule now so firmly established as to leave the court almost without a discretion in the matter, unless there were manifest reasons for reducing the salvage, of extraordinary force, which reasons he could not clearly perceive in this case. From this decree the owners and insurers claimed an appeal. But the parties subsequently agreed among themselves upon the *amount* of salvage, and the decree of the District Court was modified accordingly, to the effect that the whole sum to be awarded as salvage of the ship and cargo should be \$25,000, and that a further sum of \$2,000 should be charged on the funds in court for fees of the libellants' counsel, whereof the sum of \$1,000

was to be paid to the counsel of the libellants in the original libel, and a like sum of \$1,000 was to be paid to the counsel of the libellants in the supplemental libel.* The costs of the cause to be charged on the funds in court.

There were several distinct claims arising in the case, and not included in the general adjustment between the parties, which were argued at different times before the Circuit Court of the United States on appeal, Judge Story presiding, and which we will now present in as condensed a form as possible.

The claim we will first consider, is that of the owners of the ship, for freight to be paid to them on the remainder of the cargo not exhausted by the claim for salvage, upon the ground of the ordinary lien belonging to the owners of the ship.

Before considering the claim it will be necessary to advert to such facts in the case as are indispensable to raise the questions of the law propounded in the arguments at the bar.

Nicholson Broughton was the owner of three quarters of the ship, and John Bogardus, the master, was owner of the remaining fourth part. In the month of June, 1838, the ship being at Havana in the island of Cuba, took on board a cargo of sugars shipped by George Knight & Co., to be carried to St. Petersburg *via* Boston, (the object of stopping at Boston being merely to obtain a clean bill of health,) part of the sugars being shipped for a specific freight, and a part on half profits. By the bills of lading, a part of the sugars (about one third) were consigned and deliverable to Messrs. Cramer Brothers, at St. Petersburg, or assigns, and the other two third parts to the order of Messrs. Holford & Co. of London, or assigns. But the whole cargo was to be forwarded to Messrs. Cramer Brothers, at St. Petersburg, who were to sell the same, and hold the proceeds of two thirds to extinguish the claims of Messrs. Holford & Co. on the same.

After the admiralty proceedings *in rem* were had against the ship and cargo for salvage, the cargo was unlied; a survey thereof was directed by the order of the court, and the surveyor having reported that a large part thereof was in a perishable condition, it was ordered by the court, that all the damaged sugars should be sold; and they were accordingly sold on the 17th of July, by the Marshal of the district. On the 17th of July, upon the claim and petition of the owners of the ship, she was ordered to be delivered up to them upon stipulation to pay the salvage. The ship being so delivered up, and Broughton, who had procured insurance on the freight and half profits, having abandoned his right thereto to the underwriters, they refused to accept the abandonment, but authorized him to go on and repair the ship. Messrs. Bates & Co., to whom the ship was consigned at Boston, for entry and despatch, (meaning for the purpose of obtaining a clean bill of health,) were the agents of Messrs. Cramer Brothers, in many commercial transactions, but were not their general agents. They had procured insurance on the one third part of the cargo consigned to Messrs. Cramer, from certain insurance companies in Boston, and on the 10th of July abandoned the same to those companies, who accepted the same, and within sixty days afterwards paid a total loss thereon.

On the 30th of July, the ship being fully repaired, Broughton, with the consent of the underwriters, gave notice to Messrs. Bates & Co., of Boston,

* In the case of the ship *Ewbank*, decided in 1834 in this court, there were ten counsellors engaged, and they were allowed, by consent of parties, \$5,000.

that the ship was repaired and in readiness to receive the cargo of sugars to be carried forward to St. Petersburg. Messrs. Bates & Co. replied by stating that they had no knowledge of the cargo of sugars, and had taken no cognizance thereof except under the direction of the Marshal. On the 7th of August, Messrs. Broughton and Bogardus severally filed in the District Court the claim on petition for freight, upon which the present controversy turns, in which the foregoing facts are in substance stated. On the 8th of August, the libellants petitioned for an appraisal and sale of the residue of the cargo unsold, (the same being in the custody of the court,) upon which an order was passed on the 9th of October, by the court, to sell so much thereof as should be sufficient to pay the duties and charges due thereon, and it was accordingly sold by the Marshal on the 24th of October. On the 10th of August, Broughton addressed letters to the Suffolk Insurance Company and to the Columbian Insurance Company, and to William S. Skinner, agent for certain foreign underwriters, of a similar purport to his letter of the 30th of July to Messrs. Bates & Co. At this time the companies had not accepted the abandonment made to them respectively. On the 7th of September, one half of the ship was sold by the owners, and the other half on the 16th of the same month. It is a fact also stated in the case, that Broughton was the owner of the brig *General Glover*, which arrived in Boston on the 27th of July, which was a good coppered vessel, and could have carried on the cargo to St. Petersburg, the harbor of which port closes with ice in October or November, and opens again in April or May of every year.

But to proceed with the historical facts. On the 2nd of November, the Suffolk Insurance Company, the Columbian Insurance Company, and the Tremont Insurance Company, of Boston, to whom the one third of the sugars had been abandoned, and the abandonment had been accepted, and the loss paid as above mentioned, applied by claim and petition, to have the same appraised and delivered to them upon stipulation, which was accordingly granted by the court, no objection appearing to have been made thereto by any of the parties in interest, before the court. On the 26th of February, 1839, Messrs. Bates & Co. addressed a letter to Broughton for the owners of the ship, stating, that they had received advices from Messrs. Holford & Co. of London, to have the sound remaining sugars shipped to St Petersburg without delay, asking him to decide either to send them forward, or not, so that application might be made to the court accordingly for a delivery on appraisal for that purpose; to which Broughton replied on the 1st of March, declining to have any thing farther done on his part in the business. On the same day, Messrs. Bates & Co. made application to the court for a delivery to them of the residue of the sugars in the custody of the court, belonging to Messrs. Holford & Co. and the underwriters on their account, which application was refused by the court; and the sugars still remained in the custody of the court.

On the 15th of the same month, the insurance companies, which had underwritten upon the cargo, and Messrs. Bates & Co., for Holford & Co., intervened, and made claim thereto, and answer to the libels, in order to contest the claim to salvage. The final decree of the district court in the premises, was made on the 11th of May, 1839, from which the present appeal was taken.

The answer to the claim for freight contests the general claim to freight, and insists, that if any whatever is due, it ought to contribute to the jettison as

a general average, and ought to contribute towards the salvage, the latter having been apportioned by the decree on ship and cargo only.

Such are the most material facts in the case, which are somewhat complicated, but all of which have been deemed important to be brought to the view of the reader, in order to understand the decision of the court.

The question of freight was argued by *Choate* and *Riley*, for the claimants, and by *Blair*, *Parsons*, and *B. R. Curtis*, for the respondents, under two aspects:

1. Whether a full freight was due upon any, and if any, upon what part of the cargo.

2. If a full freight was not due, whether a *pro rata* freight was due upon any, and if upon any, upon what part of the cargo.

Mr. Justice STORV took time to consider, and at a subsequent day delivered his opinion at great length, in which he decided the following points:

1. That the full freight of the sugars, of which there was a jettison, for the voyage, was to be allowed as part of the general average to be borne by the ship and cargo, and the freight (*pro rata*) saved.

2. That no freight was due upon the sugars sold at Boston, on account of damage and their perishable nature; nor upon the sugars sold to pay duties; nor upon the sugars applied to pay the salvage.

3. That full freight was not due for the voyage upon the sugars delivered to the underwriters, because the ship had been sold before they were delivered to them in bail by the court; and taking all the circumstances, the case was to be treated as one in which both the owners of the ship and of this part of the cargo had reluctantly acquiesced in waiving any further prosecution of the voyage, as to that part of the cargo.

4. That full freight was not due for the voyage for the sugars in the custody of the court, because neither party was in any default on account thereof, the detention being occasioned by the common calamity, and the proceedings for salvage; and the owners thereof never having been in a condition to re-ship them.

5. But a *pro rata* freight was due upon the sugars delivered to the underwriters, and upon those detained in the custody of the court, for the voyage from Havana to Boston, upon the ground that there had been a mutual dispensation by both parties of any further prosecution of the voyage.

6. That no claim for half profits was admissible, as the cargo never arrived at St. Petersburg, and *non constat*, that it ever would have arrived there, or if it had arrived, would have yielded any profit, the whole matter of profit resting in contingency.

7. That the freight earned *pro rata* for the voyage ought to contribute to the salvage with the ship and cargo.

8. In general, freight for the entire voyage can only be earned by a due performance of the voyage. The only acknowledged exception is where there is no default or inability of the carrier ship to perform the voyage, and the ship owner is ready to forward them, but there is a default on the part of the owner of the cargo, as he waived a farther prosecution of the voyage.

9. Freight, *pro rata itineris*, is not ordinarily due, unless there has been a voluntary acceptance of the cargo at an intermediate port; and not an acceptance from mere necessity, occasioned by an overwhelming calamity or superior force.

10. The doctrines of prize courts in the administration of prize law as to

freight, are not generally applicable to cases of mere civil commercial adventures, or cases of civil salvage.

11. The capture of a neutral ship and cargo, if afterwards restitution is decreed, does not dissolve the contract of affreightment; but at most only suspends it during the prize proceedings.

12. A mere unlivery of the cargo during the voyage, occasioned by prize proceedings, or by an overwhelming calamity, does not absolve the carrier ship from the obligation to carry the goods to the port of destination.

13. In case of prize proceedings, if a neutral ship carrying a neutral cargo, in no default, would earn her full freight, she must wait, and be ready to take the cargo on to the port of destination, when restored; otherwise at most, (it seems,) a *pro rata* freight only would be due.

14. Courts of admiralty have full jurisdiction, as incidental to cases of prize, and salvage, and other proceedings *in rem*, to decree freight to the ship owner in proper cases.

15. Where proceedings *in rem* are had in the admiralty for salvage, neither party is bound to obtain a delivery of the ship and cargo on bail; and it is no matter of default on either side to wait for the regular termination of the salvage proceedings.

16. In suits for salvage, courts of admiralty will not ordinarily, without the consent of the salvors, deliver either ship or cargo on stipulation to the claimants, where, from the circumstances of the case, it is apparent to the court, that a proportion, and not a specific or gross sum, ought to be allowed as salvage.

17. If the cargo is liable to deteriorate or perish, or the ship to be injured by the delay incident to the salvage proceedings, the proper course is to apply to the court for a sale thereof. It is not a matter of right, of either party, to have a delivery on bail in such cases.

The next claim in this case which we will consider, is that of John Dyer, Jun.

One of the salvor vessels, it will be recollected, was the brig Olive Chamberlain, of which Samuel C. Hunt was owner, and Zacheus Holmes was master. Salvage was awarded to the master and owner of the brig, and a claim was intervened by Dyer for a moiety of the salvage decreed to Hunt, upon the ground that he was joint owner of the brig with Hunt, for the voyage, under a charter-party, executed by Hunt on the one part, and Hunt and Dyer on the other part. He also claimed salvage as joint owner of the cargo for the voyage with Hunt.

It appeared that the master sailed the brig under a verbal contract with Hunt, similar to a contract, reduced to writing, which had been made between him and Hunt in the next preceding voyage, and of which the following is a copy:

Boston, January 10, 1838.

It is agreed between S. C. Hunt and Zacheus Holmes, that the said Zacheus Holmes shall receive from S. C. Hunt, the sum of seven hundred and fifty dollars, being one half the charter for said brig for a voyage from Boston to Havana and back, with the demurrage for sailing, victualling, and manning the brig Olive Chamberlain, together with half cabin freight, and all passage money, after deducting half port charges in Boston, as is customary.

SAMUEL C. HUNT.

The brig went on the voyage, and took on board at Havana a return cargo

for Boston, on the joint account of Hunt and Dyer; and the salvage was earned on the return voyage. The master testified, that his contract to sail, and victual, and man the brig, was wholly with Hunt, and he looked to him alone for pay, and that he acted for Hunt and Dyer only as to the cargo. The return cargo was purchased with funds sent out on the outward voyage.

Upon this state of facts, *Betton*, of counsel for Dyer, made two points:

1. That Dyer was, under the charter party, joint owner of the brig for the voyage, and entitled to share in the salvage.
2. If not, that he was joint owner of the cargo, and was entitled to salvage for that in common with Hunt.

Choate argued the case for Hunt.

Mr. Justice STORY, in his opinion, made the following points:

1. Where a charter party contains covenants, that the general owner shall equip, victual, man and sail the ship during the voyage, and carry the outward and homeward cargoes to their proper destination, and the cabin and some part of the ship are retained by the owner—the general owner remains owner for the voyage, although the cargoes were on joint account of himself and a co-charterer.
2. Where the master agrees for a specific sum, half of a stipulated freight, to victual, man, and navigate the ship on certain voyages under the direction of the owner, the master is not owner or a part owner for the voyage.
3. The shipper of cargo is not entitled to salvage earned in the voyage, unless the stoppage and deviation was authorized by him. Under other circumstances, his only remedy for any loss occasioned by the stoppage and deviation is against the master and owner.
4. The judge commented on the grounds on which salvage is allowed to the owner of the ship, and the distinction between his case and that of the shipper of the cargo; and came to the conclusion that Dyer was not entitled to any share in the salvage.

In concluding this report, it may be remarked for the benefit of that class of speculators who are in the habit of buying up the claims of claimants of salvage, that Judge Story directed the clerk to take *no notice whatever of any assignments*, but to pay over the money in all cases to the persons to whom it was awarded, or those to whom they or their counsel requested it to be paid. His honor remarked, that seamen, of all men, were the most imposed upon, and their landlords and others would often contrive to cheat them not only out of their money, but also, and more easily, of any claims they might have for future remuneration. He did not know but the people who had obtained assignments in this case were honest enough, but his experience in like cases, and his knowledge of the character of seamen, made him distrust every thing of the kind, and induced him to make the rule inflexible, that money must be paid to the claimants themselves, or to responsible members of the bar for them, or to the persons they directed at the time the money was decreed.

It was whispered in the bar, that many of these claims had been bought up for a mere song, and the clerk said he had received notice of three assignments that morning, one of them without any date.

CONSULS AND SEAMEN.

[For the following interesting decisions, relative to the unwarrantable practice of arresting and imprisoning seamen, by our Consuls, in foreign ports, we are indebted to Judge Hopkinson, of the United States Circuit Court.]

THE question of the power of our consuls to arrest our seamen by the local police officers in foreign ports, and put them into prisons under the control of those officers, on the complaint of the captain, for some breach of discipline on board of the ship, has come several times before the district court of Pennsylvania, and finally, on appeal, before the circuit court of that district. The following are short abstracts of the opinions of those courts:

In the case of *Wilson and others vs. the Mary*, decided in 1838, reported in Gilpin's Reports, 32, Judge Hopkinson said:

"The practice of imprisoning disobedient and refractory seamen in foreign jails, is one of doubtful legality. It is certainly to be justified only by a strong case of necessity. It is not among the ordinary means of discipline put into the hand of the master. I am inclined to think there should be danger in keeping the offender on board, or some great crime committed, where this extreme measure is resorted to. It should be used as one of safety rather than discipline, and never applied as a punishment for past misconduct. The powers given to the master to preserve the discipline of the ship, and compel obedience to his authority, are so strong and full, that they can seldom fail of their effect; they should be clearly insufficient before we should allow the exercise of a power which may so easily be made the instrument of cruelty and oppression, and may be so terrible in its consequences. A confinement in an unwholesome jail, in a hot and pestilential climate, may be followed by death or some disabling disease. I would rather altogether deny a power which can be so seldom necessary, than trust it in hands in which it is so likely to be abused, and so difficult to be regulated. The master may, without the aid of foreign police officers and dungeons, in which he cannot control, even if kindly disposed, the treatment of his men, take measures of great strength, to enforce the discipline of his ship. He may *there* confine a refractory sailor; he may stop his provisions; he may inflict reasonable personal correction, according to the enormity of the offence and the obstinacy of the offender; and, if he be incorrigibly disobedient and mutinous he may discharge him, and, withal, he incurs a forfeiture of his wages. A firm and judicious exercise of these powers can hardly fail of reducing the most perverse to obedience."

In the same case, the judge said:

"I will take this occasion to notice an error which, I fear, has frequently, as in this instance, misled our masters of vessels. They seem to believe that they may do any thing, provided they can obtain the assent of the consul for it; which assent consuls are apt to give with very little consideration. When a master, on her return, is called upon to answer for his conduct, he thinks it is enough to produce a consular certificate, approving his proceedings, or to say he consulted the consul, or acted on his advice. This is altogether a mistake. It is certainly a very prudent precaution to consult the consul in any difficulty, and, if the case were fairly and fully stated to him, it would afford a strong protection on the question of a malicious or wrongful intention; but it can give no justification or legal sanction to an illegal act, nor deprive those who have been injured of their legal rights and remedies."

In the case of Magee and others *vs.* the Moss, reported in Gilpin, 219, decided in 1831, Judge Hopkinson said:

"I have declared that I will not countenance the practice of thrusting our seamen into foreign jails by the captain, through the influence he may have with our consuls, or the officers in a foreign port. It is always a severe punishment, and in some climates dangerous to health and life. The punishment which the law authorizes a master to inflict on board of his vessel, by personal correction, by confinement and other privations, are generally sufficient for all the purposes of discipline. It should only be in a case of some pressing necessity, of some danger to the vessel, or her master, or crew, that the men should be imprisoned on shore."

The case of Johnson and others, in the *Coriolanus*, was decided in the same court in March, 1839. It was on a claim for wages by a seaman. The captain had imprisoned a man at Rio Janeiro for alleged misconduct, and offered the certificate of the consul to justify the proceedings, and prove the offence. The ship came away, and the man was left in prison. In speaking of this part of the case, Judge HOPKINSON said, that "he had no doubt that this proceeding on the part of the captain was altogether illegal and unjustifiable. That he had repeatedly expressed his disapprobation, in strong terms, of the practice of putting our seamen into foreign jails and dungeons at the mercy of the police officers, for offences by no means requiring this severe and extreme remedy.

"For ordinary misconduct or insubordination, the law gave the master of a vessel power sufficient to enforce obedience and maintain discipline on board his vessel—that it is only in cases of extraordinary violence, such as was dangerous to the vessel or those on board of her, that a mariner should be taken on shore, and thrown into a prison; every act of passion or insubordination is called mutiny, and the offender is hurried off to an unwholesome confinement, often in a dangerous climate. In the case before him, the Judge said the man had been many months on board the vessel without incurring any punishment—he had a quarrel with the mate, in which it is uncertain which of them was most in fault; and the second day after it, when it was supposed to have gone over, and no misconduct had occurred in the meantime, a boat was sent to the ship with a police officer, and the man was carried off to a prison, without a hearing or any examination of the charge, except such as the captain chose to give to the consul.

"The judge said he would take this occasion to repeat what he had more than once said before, and to correct an error into which captains continue to fall. They seem to think that if they can get the order and consent of the consul for their proceedings, it will be a full justification for them when they come home. He wished them to understand that he would judge for himself, after hearing both parties and their evidence, of the legality and necessity of these summary incarcerations; and the part the consul may have taken in them would have but little weight with him. He said he had never known an instance in which a consul had refused the application of a captain to imprison a seaman, furnishing him with a certificate, duly ornamented with his official seal, vouching for the offence of the victim, of which, generally, he knew nothing but from the representations of the captain or officers of the vessel. The judge said that he never suffered their certificates to be read—that they were weaker than *ex parte* depositions. He then made some remarks that may be worthy the attention of our government. He said our consuls, unfortunately, are merchants depending

entirely upon the profits of their commercial business for their living, especially upon consignments from the United States—that it is therefore of primary importance to them to have the good will of the masters of vessels, that they may make a good report of them to their owners. He said that an American gentleman of high intelligence, who has travelled much, and known many of our consuls, has, in the book he has published, expressed his regret that they are not supported by salaries from the public treasury. As they now are, these important appointments are placed exclusively in the hands of merchants, who, he says, 'are under strong inducements to make their offices subservient to their commercial business.' ”

“An appeal from the decision of the District Judge was taken to the Circuit Court, and there argued at length on several points decided below. The judgment given below was affirmed on every point. Judge BALDWIN said that 'he agreed with the opinion of the District Court on all the points, and especially on the subject of imprisoning seamen by the authority of a consul. Seamen should be imprisoned in foreign ports only in a clear case of extreme necessity. He would probably have gone farther in this case than the District Judge had done; and would have given the mariner not only his wages for the whole voyage, but some compensation or allowance for the imprisonment.' ”

SEAMEN'S WAGES.

An important and interesting case recently came before, and was decided by, the magistrates in Liverpool. It is published at length in *Gore's Advertiser*. The following abstract, may be relied upon for its faithfulness and fidelity.

The commander of the ship *Dauntless* appeared before Mr. Hall yesterday, to show cause why he refused to pay a certain sum claimed by George Wilson, one of the hands on board the above vessel, on her recent voyage from New Orleans to this port. George Wilson stated that he shipped on board the *Dauntless*, at New Orleans, on the 13th of February, for Liverpool, at sixteen dollars per month. Mr. Morecroft, solicitor, who appeared for the captain and owners of the *Dauntless*, said the full balance of wages, at the rate specified, had been tendered to the complainant, but he refused to accept it. Mr. Davenport, who appeared for the complainant, said, “No, certainly not. The only question in dispute is relative to this promissory note (produced.)” Mr. Morecroft—“We are willing to pay the three guineas really due, but we do not acknowledge that note. The owners will not pay it.” It was intimated that the present case would decide several other claims. Mr. Davenport read the note, which was to the effect that the captain promised to pay the sum of £2, in consideration of the holder (of the note) endeavoring to take the vessel to England instead of to America. The complainant was called upon to explain the meaning of the note. He stated that the ship having lunched over, they were compelled to stave a number of their water-casks in order to right her. They had then only 130 gallons of water left, and they ought to have procured more. In consideration, however, of their going forward on short allowance, the captain gave each of the men a promissory note. Mr. Hall said this was a misfortune that might occur to every individual, and which affected all on board equally. To Mr. Davenport—“Have you any thing to show that this case is different from those which have been heretofore decided respecting this point?” Mr. Davenport—“The fact is, sir, they were about to put into Bermuda for fresh water, when the cap-

tain, in consideration of the time and expense that would be saved by proceeding on the voyage, gave each man a promissory note for two pounds. Mr. Hall: "If a man died on board a vessel, the men might with as much justice expect that, if the captain did not choose to put into some port for a fresh hand, he would pay them for dividing that man's labor amongst them." Mr. Morecroft said, the captain was compelled to give those notes, for the men took the vessel from him, and determined to carry her into Bermuda. Yet they had, by calculation, two pints of water per man for thirty-six days. They had, besides, the chance of rain, and after rain had fallen, they had actually an allowance of four pints per day, per man. They had plenty of water when they arrived in port. The captain was called, and he proved the above statements. Mr. Hall refused to allow the promissory note, and the balance of wages was ordered to be paid. As the sum due, £3 3s. 6d. had been tendered Mr. Hall would not allow the costs."

Mr. Hall very properly refused to admit the validity of the promissory note, as it was not only illegal, but would, if recognizable by law, be a precedent of injurious tendency. In fact, it would be an encouragement to seamen to take advantage of the necessity produced by distress at sea, and make their own terms with the masters of vessels, to navigate them how and where they pleased, or unless the masters complied with their terms, to refuse to take the vessels to the ports to which such masters were bound to proceed. In this case, it is evident, an advantage was taken of the master by the sailors, through means of the necessity they believed him to be under to take in fresh water. He — conceiving that he could make his voyage to England without a fresh supply, and anxious for the sake of his employers and for that of the owners of the cargo and the underwriters—wished to proceed; he therefore refused to put into Bermuda, thereby avoiding great delay. They actually take the command of the vessel from him, as appears from the above report of the trial, and then, and not till then, he complies with the terms they choose to impose upon him. Now, instead of the captain being bound by the agreement so entered into, we are of opinion that the conduct of the crew, or of any portion of the crew, in this transaction, taking for granted that it occurred as described in the report, is amenable to the mutiny law. It was proved that there was an abundant supply of water to last out the voyage of the vessel to her destination, and besides they had the chance of rain, and actually had rain water that doubled the supply. Be that, however, as it may, the magistrate acted perfectly right in disallowing the claim.

INTERESTING CASE OF BOTTOMRY.

Bottomry, as many of our readers are aware, is, as defined by Blackstone, *Com. book 11 to 30*, a mortgage of the ship. The owner or captain of a ship is authorized to borrow money, either to fit her out so as to enable her to proceed on her voyage, or to purchase a cargo for the voyage, pledging the keel or bottom of the ship in security for payment. In bottomry contracts it is stipulated, that if the ship be lost in the course of the voyage, the lender shall lose his whole money, but if the ship arrive in safety at her destination, the lender then is entitled to get back his principal, and the interest agreed upon, however much that interest may exceed the legal rate. This is the law of England.

A decision was lately made in the High Court of England, by Judge Lushington, of the highest importance as respects the relations of British shipping to the rest of the world, and particularly to commercial men in the

United States. It was a question as to the validity of a bottomry bond, executed at Philadelphia, by the master of the British ship *Vibelia*. The vessel sailed from England in April, 1836, for Honduras, where she took in mahogany and other produce, and sailed from Balize in August, 1837. Having run foul of other vessels, she returned to Balize for repairs, and recommenced her voyage in October. Meeting with tempestuous weather, from which the ship suffered much damage, the master was compelled to make for Philadelphia, with six feet of water in the hold. Here, being without funds, he placed himself under the direction of the acting British consul, (Mr. Vaughton,) and the agent for Lloyd's, (Mr. Jordan,) who introduced him to an American merchant, (Mr. Stephen Baldwin.) The vessel was surveyed and the cargo landed; the estimate of the cost of repairs was about 7,000 dollars; but, on subsequent examination, more extensive repairs were found necessary. Unsuccessful attempts having been made to raise money, even on bottomry, successive sales of the cargo were resorted to, amounting in the whole to about 15,000 dollars, the total expense of the repairs being 17,038 dollars. The proceeds of the sales were disbursed by Baldwin, with the sanction of the master. The whole proceeds of the cargo being insufficient to meet the repairs, Mr. Baldwin became responsible for the balance, and on the 31st January, 1838, took a bottomry bond for the amount advanced by him, being 3,060 dollars, bearing a maritime interest of 15 per cent. From the opinion of the Court, it is to be gathered that when Mr. Baldwin began to make advances, there was no distinct evidence of an original understanding or contract between him and the master that his final balance was to be secured by a bottomry bond; but that he probably made his advances, trusting to the general *lien* which the law of this country gives in such cases, and not at all to the personal credit of the master or owner, and subsequently took the bottomry bond. The master, in his affidavit in the cause, deposed, that he executed the bond under compulsion. This suggestion was distinctly repudiated, and the judgment of Dr. Lushington was pronounced in favor of the bond.

This decision is important as recognising and proceeding upon the following principle. It is well known to legal and commercial persons, that, by the law of England, the party who repairs, or makes advances to repair a foreign ship, has no *lien* on the ship itself, without an express agreement to the effect; whereas, by the law of most maritime nations, and especially by that of the United States, such a party has a *lien* on such a ship, without any agreement. In this case it was considered, *in the first place*, that, where the question of fact, whether the money was advanced on personal credit or not, the fact of a *lien* existing by the law of the foreign country, is an ingredient and an important circumstance in ascertaining the true nature of the transaction; and that it is important to bear that law in mind, because it shows a state of things which renders bottomry more probable, furnishing a strong presumption in favor of bottomry and against personal credit. For why should a merchant, without some such consideration, abandon the *lien* his own law affords him, and trust to the credit of an owner in a foreign country, of whom he knows nothing? *In the second place*, it was held, that it is competent to the foreign merchant, without any express agreement at all for the bottomry bond, to make advances on the security of the ship, that is, on the faith of a *lien* given by the law of his own country, and that it is not necessary to have a bottomry bond till the ship is about to sail. The question is, not whether all the advances were originally, and

from the beginning to the end, with a view to a future bottomry bond, but whether any part of the advances or the responsibility was on personal credit. If the money was advanced on personal credit, or if the foreign merchant made himself responsible, looking to personal credit only, in that case the law of *lien* will never entitle him to convert that which was originally a transaction of personal credit into one of bottomry. It is a totally different thing, to convert a transaction from its primary character of personal credit into bottomry, and to take a bottomry bond where the money was at first advanced on the security of a *lien*, or right of *lien*, on the ship.

Although the decision at once commends itself in point of principle, and although there had been cases both in England and in this country nearly approaching to it, none is recollected, in which so decisive an effect has been given to the law of the country of the foreign lender; and the recognition of the entire situation of such a foreign lender, by a British court, when it is directly the reverse of that of a British creditor, is a fresh instance of the cosmopolitan character of maritime jurisprudence.

CARELESSNESS OR NEGLECT.

A case was recently decided in the Supreme Court of New York, which may serve as a caution to men holding official situations, that trivial carelessness or neglect may sometimes be attended with serious consequences. Wm. P. Hallett, Esq., was sued for the recovery of a judgment which had been obtained against a Mr. Charles Morris, and the amount of which had not been recovered in consequence of Mr. Hallett's having overlooked, in examining the records of the Supreme Court, a previous judgment against Morris for \$15,000 or \$16,000. The amount for which Mr. Hallett was now sued was nearly \$4,000, and before the case had been submitted to the jury it was made out so clear that his counsel, in his behalf, consented to the payment of it, with costs.

BILLS OF EXCHANGE.

For the following important decision, in the Court of King's Bench, England, we are indebted to the politeness of John L. Dimock, Esq. President of the Warren Insurance Company, Boston. In the case of *Mr. Sigourney, of Boston, v. Jones, Lloyd, & Co.* The opinion of the Court was given, for the recovery of the amount of a bill of exchange, which had been previously paid to Samuel Williams by the defendants. The facts were: Sigourney consigned a cargo of flour to Jones, Lloyd, & Co., who accepted bills for the amount, drawn by the master. These bills were endorsed by the master, to Mr. Sigourney, and by him to Mr. Williams, in this form: "Pay to Williams, or order, *for my use.*" Jones, Lloyd, & Co. discounted the bills, and paid the amount to Mr. Williams, less the discount; and, before the maturity of the bills, Mr. Williams became bankrupt.

The Court confirmed the verdict of a former trial, in favor of the defendants, which had been reserved for a question of law; and decided, that the endorsement was such, that the defendants had no authority to pay the bills, except *for the use* of the plaintiff; but as they had *discounted* them for accommodation of Mr. Williams, they must be held liable to the plaintiff in this suit. If the restriction had been conveyed in a private letter to Williams, and he had endorsed, without any notice of it to another, he only would have been liable. If he had waited till the maturity of the bill, and received the money, he only would have been liable; but this species of restriction is useful, and must be maintained to prevent failing men from raising money

on such bills to the prejudice of the first endorser. — This bill was discounted, and the money applied, not *for the use of the plaintiff*, but for the use of Williams.

TARIFF DUTIES.

CLASSIFICATION OF GOODS. — The case in the United States District Court, (Maryland District,) *Albers & Co. v. William Frick*, Collector of the port of Baltimore, and decided before Judges Taney and Heath, was an action for the recovery of forty-one per cent., *ad valorem* duty, paid on seventy dozen worsted shawls, imported by the plaintiffs from Bremen, which they had paid to the collector, with protest against their being classed as woollen goods, or goods of which wool is a component part, but that they were free of duty. Several gentlemen, conversant with the article, were examined, who stated that the goods in question were composed entirely of worsted yarn, which differed from what is termed woollen yarn, it being spun from only the longest fibres of wool, which is separated by hackling and combing, while yarn is spun from carded wool, without such separation. It was also shown, that, as these goods had been imported in separate shawls, they did not come under the denomination of worsted stuff goods, which they would be called had they been imported in pieces of thirty or forty yards, when they would be admitted free of duty. The plaintiffs prayed the court to instruct the jury, that, if they believed the shawls to be worsted, they should render a verdict for the plaintiffs, as worsted had been decided by Judge Thompson, of New York, and the decision sustained by the supreme court, not to be liable to duty. After some remarks from the district attorney, the court instructed the jury, and a verdict was rendered for the plaintiffs, \$550.

RIGHT OF SECURING DUTIES AT THE HOME PORT.

Case and Opinion of the District Attorney of South Florida, upon the right of a party to secure the duties upon his merchandise at his home port, when the vessel is lost upon the Florida reefs :

CASE. — The American ship *Tennessee*, on her late voyage from Bordeaux to New Orleans, on the 16th of April last, ran upon the Florida reefs, and was brought into the port of Key West by the wreckers, and condemned and sold as unworthy of repair, and broken up. The cargo of wines, cordials, and brandy, were saved, and, with the ship, labelled for salvage, and all sold to pay the same, except an invoice of 18,420 gallons of brandy. This remains in the public store with the duties thereon unpaid, but there is no other charge thereon, and the ship *Tennessee* cannot, of course, take it on to New Orleans. On this account, the collector of Key West says the duties on the brandy must be paid, or secured at this port, before he can deliver it to the owner, who resides at New Orleans. The owner contends, that he has the right to secure the duties at New Orleans, and to obtain a certificate of that fact from the collector there, upon which the collector here is bound to deliver him his brandy.

OPINION. — The collector of Key West, I suppose, relies upon the general collection act of 1799, section 60, which says, that vessels arriving in distress, in the United States, at ports to which they are not bound, may be unloaded free of duty, and repair, and take on to the ports of destination their cargoes. Under this section of the act, it is necessary that the merchandise proceed in the same vessel. But suppose that is impossible, as in the case of the *Tennessee*, cannot the merchandise go on in another vessel, or be

restored to the owner in any case, unless he pays or secures the duties at Key West? It could not be done before the act of 1828, but, in my opinion, it can now be done under that act.

In the organization of the court at Key West, the act of May 23, 1828, contained various provisions upon wrecking, payment of salvage, and securing of duties at the port of the United States where the owner resided. It required the judge to reside at Key West, the only place of any considerable commerce in the large collection district from St. Augustine to St. Marks, and that commerce growing out of the wrecking business,— all wrecking vessels were to be licensed by him, and no vessel was to employ any person who had bargained with a vessel in distress on the reef, — all goods obtained on the reefs were to be brought to some port of entry in the United States, and, as Key West is the only port for hundreds of miles contiguous to the reefs, the same would be, and of course are, always brought into this port for adjudication and salvage. The third section enacts, that the judge shall, when it can be done, decree payment of salvage in kind, without sale, and that the property saved shall be divided before it is taken out of the custody of the revenue officer. This section evidently embraces property saved, which is subject to duties, for if it be our own produce it goes not into the custody of the revenue officers. The act then says, that, upon the property remaining after the payment in kind, the duties may be secured in any port in the United States where the owner resides. It appears to me that the owner can do this, even if the salvage were paid in cash, or by sale, for it would come within the spirit and intention of the act.

Before congress passed this act, there was no court at Key West. By a territorial law, a notary and a jury, sometimes, perhaps, under the influence of the wrecking interest, or arbitrators, awarded large salvages, and sales were made, and sacrifices followed, on account of the paucity of purchasers. The whole coast was then uninhabited, as it is now, with the exception of two little islands and Key West. Complaints were made that captains acted in bad faith, were sometimes corrupted, and sometimes taken advantage of. If the duties were to be secured here, there were but few to be sureties, and they must be paid a commission, and have collateral security from strangers. To limit the power of the judge, to prevent sales by the master, and to enable the owner to secure the duties in the home port, at any time within nine months, congress passed the act of May 23, 1828. It settled three principles.

It first enacts, that the judge shall, where it can be done, decree payment of salvage in kind. "It shall be his duty, unless the salvage decree shall have been adjusted without recourse to vessel and cargo, to direct such proportion of salvage to be paid to the salvors in kind."

Secondly, that the salvors shall pay the duties, if any, on the part allotted to them. "It shall be divided, accordingly, under the inspection of the officers of the court, before it shall have been taken out of the custody of the revenue officers."

The act provides, that if the cargo be incapable of division, or of a perishable nature, a sale shall be made. As the part allotted for salvage remains in the custody of the collector, the salvors must of course pay duties before they can obtain it.

Thirdly, that the owner may secure the duties, if any, at any port in the United States where he resides. On this point the fifth section is very explicit.

"Section 5. And be it further enacted, that the property remaining, after

separating the portion adjudged to the salvors, shall not be removed from such store as may be used for public purposes, nor disposed of in any other way, for nine months, unless by the order of the owners, or their authorized agents; and that the duties accruing upon such property may be secured at any port in the United States where the owners may reside."

Were the Tennessee repaired, this part of the act would be unnecessary. It would not apply to the case. The act of 1799 would apply. I have no doubt that it was the intention of Congress to permit the owner of cargo, after the loss of his vessel, or any vessel, on the Florida Keys, in which he had made his shipment, to secure the duties on the cargo remaining after satisfaction of salvage, *in any way, in the place of his home* and his friends, and thereupon to receive it at Key West, from the custody of the revenue officers. My opinion is, that the owner of this brandy can bond it at New Orleans, and upon the fact duly certified to the collector at Key West, the brandy must be restored to him.

The collector of Key West is of a different opinion, and the Solicitor of the Treasury is written to for his decision.

CHARLES WALKER, Att'y U. S.

Key West, July 18, 1839.

FRAUD ON THE REVENUE.

A case was tried in the United States District Court at Boston, in July last, in which the United States had seized one hundred and fourteen pieces of broad cloth, which were claimed by James Bottomly, Jun., late of New York, but now out of the country.

The goods were seized in the auction store of Whitwell & Seaver, in Boston.

The case, on the part of the government, was supported principally by circumstantial evidence. They set up that James Bottomly, Jun., a native of Yorkshire, and a great importer of woollens in New York in 1837-8, made a fraudulent arrangement with one James Campbell, late a deputy collector in the custom house in that city, by which Bottomly was enabled to defraud the revenue to a large amount. That he made twenty-one false and fraudulent entries before any suspicion of his honesty was entertained. That by an arrangement with Campbell, packages of the highest cost were invariably selected for examination; that these were always correctly invoiced, and thus the remaining packages, which would be incorrectly invoiced, would pass detection. That Bottomly never made entries with any deputy collector except Campbell, and when the latter was absent, he always delayed making his entries until his return. That in March 1838, Bottomly made certain entries of goods imported in the Roscoe; that the suspicions of another deputy collector being excited, he communicated them to the collector, and the whole were seized. That Bottomly had been indicted in New York, had forfeited his bail, and left the country.

There was considerable evidence in the case, and very slow progress was made in the trial, which occupied several days. After the evidence on the part of the government was in, Judge Davis decided that it was sufficient to show a probable cause of seizure, and to put the claimant to his proof that the goods were correctly entered. Accordingly, he introduced a few witnesses, but the jury decided that the goods were forfeited.

The case was managed by *Sprague* and *Gray*, of Boston, and *Miller*, of New York, for the claimant, and by *Mills*, district attorney, and *Fletcher* and *Bartlett*, for the United States.

MERCANTILE BIOGRAPHY.

ART. VI. — THOMAS HANCOCK.

Boston could justly boast of many intelligent, enterprising, and opulent merchants, more than a century ago. From the first settlement of that place, indeed, long the chief mart of trade for all New England, a number of the citizens were interested in foreign commerce and navigation. Almost all European goods and products, and a large portion of the growth of the West Indies, imported into the four Northern Colonies, were entered at the port of Boston. Her merchants, therefore, were numerous, and generally opulent. One of the most eminent, during the middle of the last century — from 1735 to 1764 — was THOMAS HANCOCK, the uncle and patron of the celebrated patriot, John Hancock, the president of the continental congress in 1775, 1776, and 1777, many years governor of the commonwealth of Massachusetts, and one of the most disinterested, devoted friends of American liberty, in that critical period, as well as for several years before the revolution began.

THOMAS HANCOCK was a son of the Rev. John Hancock, of Lexington, near Boston, and was born in 1703. Though he did not receive a collegiate education, his learned and pious father was careful to have him well instructed in his youth, and to give him good advice for the regulation and conduct of life. His father was highly respected for his learning, influence, and grave demeanor, and was generally called in his later years *Bishop Hancock*. Thomas was so well educated, that he knew the value of learning, and was ever ready to contribute to schools, to teachers of youth, and to the general interests of literature.

Thomas was early placed in the store of Mr. — HENCHMAN, of Boston, an eminent stationer. But in a short time he expressed the opinion, that the business was too limited and too small to give him employment, and he manifested a desire to enter more largely into trade. His means were not sufficient to enable him to do this at once; but he soon accumulated property by his industry, his active and persevering, though safe and reasonable enterprises. He was remarkably attentive and diligent in business, and soon acquired a large estate, and became one of the first merchants in New England. His habits of business, however, did not wholly engross his time; he was active and useful as a citizen, as a member of society, and of the christian church. He was never charged with oppressing the poor, or of withholding charity where it was proper to give. The pursuit and possession of wealth, unhappily, often hardens the kindly and sympathetic feelings of humanity, and leads to luxury, pride, and narrowness of spirit. It had not this effect on Mr. Hancock. He was not only strictly moral and upright; he was generous, forbearing, and accommodating towards those dependent on him, or indebted to him. The poor found in him a real friend — he never turned them away empty from his door. His character was also that of a public-spirited man. He gave liberally towards all works of charity, and to institutions for the relief of the destitute and unfortunate. To the ministers of the gospel he was remarkably hospitable, friendly, and liberal.*

* Thomas Hancock and Thomas Russell were liberal donors to the ancient church in Brattle street.

His nephew, John Hancock, was patronized by him, and enabled to engage early in mercantile pursuits, with a prospect of great success. This distinguished patriot was indebted to the uncle for his ability to come forward in life with a reputation and influence, which mere learning and virtue would not have imparted to his character, and placed in a situation to render extensive benefit to the cause of civil liberty. The uncle died in 1764, and gave great part of his estate to his protegee and relative, and this added to the influence of the latter, already great indeed, arising from his courteous and popular manners, and his known attachment to the constitutional liberty of the colonies.

Thomas Hancock left about twenty-five hundred pounds sterling, for public uses. One thousand to Harvard college for founding a professorship of the Hebrew, and other Oriental languages; a large sum to be appropriated for spreading the knowledge of christianity among the native tribes; and six hundred pounds for founding a hospital for the insane. He also intended to have added to his donations in behalf of the university, particularly for increasing the library. His nephew and heir generously gave a large amount afterwards for that particular object, and was very desirous of fulfilling all the liberal purposes of his deceased relative. The governors of the college were so sensible of the great value of the gifts of the elder Hancock, that they procured a full-length portrait of him, painted by the celebrated Copley, and placed it in the hall of the public library belonging to the institution. In all the relations of life, Mr. Hancock was useful, faithful, and exemplary. Probity was a prominent trait in his character, in all his intercourse and dealings with his fellow-men. "He never fell short of his engagements or promises; and his benevolence prompted him often to exceed them." For the young merchant such a character is worthy of all imitation.

ART. VII. — THOMAS RUSSELL.

THOMAS RUSSELL, Esq. was one of the most eminent merchants in Boston, in the latter part of the last century. He died in 1796, at the age of fifty-six. He was a native of Charlestown, near Boston; and of one of the most respectable families in Massachusetts from the first settlement of the colony. Mr. Russell was engaged in mercantile pursuits before the war of the Revolution. He very early gave his attention to trade; for long before that period, it was the path to wealth and eminence, owing, probably, to their good moral education, and the virtuous example of their seniors; they were alike industrious, frugal, and honest. The merchants of that age were not avaricious, or selfish, or oppressive. Success attended their enterprises; for navigation and foreign commerce were then pursued only by a sufficient portion of the community to render the enterprise profitable.

The style of living was the opposite of all extravagance; so that those who made money became opulent, instead of expending as fast or *faster* than they acquired. The merchants would now generally be in more easy circumstances at the age of fifty or sixty, if they were more frugal in their manner of living. Dr. Franklin used to say, that economy was as necessary as industry and enterprise. Solomon gave the same opinion nearly three thousand years ago.

At the age of sixteen, young Russell discovered a disposition to be a merchant, and was placed in the counting room of a Mr. Green, of Boston, one of the most eminent of that profession. Mr. Green was not only an intelligent merchant, but a man of strict probity, of exemplary morals, frugal, diligent,

and methodical. He attended personally to business; and in his regular virtuous family, a young man was sure to have inducement to whatever was praiseworthy and virtuous. The clerk or apprentice, at that period, usually made one of the family of his master.

Before he was twenty, Mr. Russell visited Quebec, and there received a consignment, which proved very profitable to him. A few years after, in 1761, he made a voyage to the West Indies, when there was war between England and France. He was taken by the French, and lost all his property. But this event brought him into acquaintance with an individual, able and disposed to give him employment. Mr. Russell had with him some letters of recommendation; and his own manners, activity, intelligence, and faithfulness, made him friends after a short intercourse. He also visited England.

After this period, Mr. Russell transacted business chiefly in Boston, but had property and a store also in his native town. And when Charlestown was burnt by the British in June, 1775, he lost a large part of his property. In 1776, he made his permanent residence in Boston; and prosecuted the business of a merchant, as far as the difficulty and hazard of the times would permit. On the return of peace, he engaged more extensively in foreign commerce. He was one of the first in the United States who engaged in the Russian trade; he sent a large ship to that country as early as 1786; and the voyage proving profitable, he sent two others the next year. For several years, he was more extensively interested in this trade than any in Boston or its vicinity; and indeed, in any other part of the country. But he did not confine his commercial enterprise to Russia. He had some vessels in the East India trade, as early as any merchant in Boston: but several ships were previously sent to that distant country from Salem.

Mr. Russell was a delegate from Boston in the Convention of Massachusetts, for adopting the Federal Constitution in 1788: and he had a good share of influence in commending it to others. He showed the probable benefit it would afford to foreign commerce. He had high expectations of its auspicious effects on the prosperity of the United States; and his predictions of the impulse the general government would give to the interests of navigation and trade, by establishing uniform laws and regulations throughout the States. In 1794, when the treaty was made with England by Washington, through the agency of Judge Jay, Mr. Russell was decidedly in favor of that measure, as well as of the general policy of that wise and prudent statesman.

There was a great clamor raised against the treaty, even before its provisions were fully known. Strong prejudices were thus formed against it, which the patriotic character of Washington, and the great confidence the people had in his disinterested virtue, could scarcely remove or withstand. Mr. Russell advocated the treaty, when not ten others in Boston dared openly to vindicate it.

Mr. Russell was benevolent, liberal, and public spirited, in a degree equalled by very few of his contemporaries, or of those who have lived since his time. Mr. Russell was one of the contributors to the monument on Beacon Hill, (now taken down,) which bore an inscription of the great events of the revolution.

He bestowed a due portion of attention to business; but found much time for the calls of charitable and religious societies. He was a member of all, and president of most, of the important and useful associations then existing. He was President of the Boston Chamber of Commerce; of the Humane Society of Massachusetts; of the Agricultural Society; of the Congregational

Charitable Society, designed for the relief of the destitute widows of deceased clergymen, who had left no estate; and of the Society for propagating the Gospel among the Indians and others in North America. To the funds of all these societies he contributed very liberally, and to three of them in quite large sums. He presided in these societies with great promptness and propriety. He was also president of the United States Branch Bank in Boston, and of a society for assisting and giving advice to immigrants, many of whom were destitute, and needed directions and employment.

Mr. Russell received a good common education, though not a student in a college, having early decided to be a merchant. But one of his brothers was educated at Harvard College, and was an eminent physician; he received an honorary degree of M. D. from the university of Aberdeen. Mr. Russell had a just estimation of the value of learning; and gave all his sons (three) a college education.

Mr. Russell was often a member of the State Legislature for Boston; and one or two years had a seat at the Council Board, but declined a re-election, on account of other numerous avocations. He was a valuable member of the Congregational Church in Brattle Square. He never neglected his duty in attending the services of the Lord's house and day. He labored diligently six days, but devoted the seventh strictly to the worship of God, and the hearing of his holy word. He could not be justly called rigid or bigotted; his religious views were what are usually called liberal. Nor was he, on the other hand content with the profession or forms of religion: but appeared to be a sincere and conscientious christian. He was a liberal donor to the church of which he was a member: and at his death a respectful notice was taken of his character by his minister—and an eulogy was delivered also at his funeral by Dr. John Warren, at the united request of the societies, of which he was the respectable and respected President. His memory was honored for his great moral worth, his varied usefulness, his well-regulated conduct, his meritorious self-discipline and self-government.

COMMERCIAL REGULATIONS AND TREATIES.

BONDED PORTS OF MEXICO.

The following regulations in relation to the bonded ports of Mexico, are official, and in pursuance of a law passed April, 1837, and which went into effect on the 25th of June, 1839.

Art. 1. *On Bonded Ports.*—Two bonded ports will be established for the time being in the republic; one on the Gulf of Mexico, and the other on the southern coast; the first will be situated at Vera Cruz, and the second at San Blas, but the warehouses of the last one shall be located in the village of Jacolcotan, the height of which above the level of the sea affords many advantages for the preservation of goods, and a comparatively mild climate.

Art. 2. The government will order the necessary warehouses to be held ready at Vera Cruz and built at Jacolcotan in the term of six months, and when this shall be done, they will appoint the day to date from which the present decree will begin to be carried into effect on both seas.

Art. 3. Should there be found afterwards in other ports, whose locality may be proper and well adapted for the purpose, the necessary requisites of buildings capable to serve as warehouses, safety for them, and every thing else, (all of which shall be proved by means of scientific surveys,) they shall be declared bonded ports, if the interests of the republic should require it.

Art. 4. All manufactures, produce, and goods, kept in the bonded warehouses, whether they be national or foreign property, shall be under the safeguard of the laws; and the property of foreigners existing in the deposit shall never be violated even by repri-

sals in case of war, or for any other motive which may oppose the protecting laws in relation to Mexican property.

Art. 5. All goods placed in the bonded warehouses can remain there for the term of one year; but on the expiration of this period, their owners or consignees must necessarily take them out in the space of eight days, for if these elapse without the exportation being effected, the goods shall be offered at a public sale, and sold to the highest bidder by the collector; and after having deducted the storage on them, and the duties prescribed by the general tariff law concerning maritime custom houses, the remaining sum shall be delivered to the owner or consignee.

Art. 6. The amount of storage for bonded goods shall be half per cent. if their permanency in them be less than four months; one per cent if it be less than eight months, and one and a half per cent if it should reach eight months. The periods are to be dated from the day in which use is made of the permission given for the deposit in the warehouses; and the prices of the goods shall be the basis for the liquidation of the per centage of storage in this form. Respecting those which are subjected to nomenclature, there shall be added to the share it may assign them twice as much and a third part more of the same share; and the sum of this, and the addition made, will give the quantum upon which liquidation of the per centage of storage must be drawn. As relates to the goods which are paid for according to the invoice, there shall be deducted the said per centage from the value of the same invoice, and moreover, the difference resulting from their quality, according to the forty-second article of the general tariff law of the 11th of last March.

Art. 7. The sums accruing from the storage of goods, shall be necessarily laid out for the payment of the officers, clerks, and servants of the warehouses, for expenses peculiar to them, for the repair and melioration of the same, or for the building of others when they may not be found sufficient for the purpose; for replacing, meliorating, and building quays; and for the works which may be necessary for the safety of the port, and the convenience of its operations in loading and unloading.

Art. 8. In order that the provisions of the preceding article may be exactly fulfilled, the produce of storage shall be kept in a separate coffer having three keys; one for the collector, another for the accountant, and the other one for the political authority residing at the port. The collector and accountant shall be reponsible for the faithful and complete introduction into the coffer of the mentioned produce, and shall give daily notice to said political authority of the sums which may have been collected on account of storage, that he may have been present with his key to witness the introduction of the precited sums into the coffer, or appoint for that purpose some person of his trust.

Art. 9. The respective commissary shall make a monthly balance of the sums existing in the coffer; and if he should find any deficiency in them, he shall exact on the spot the restoration of them, and likewise, the responsibility of the guilty functionary or functionaries.

Art. 10. The government is at liberty to enter immediately into a contract for the more pressing works, provided estimates, public offers, and all other formalities which the case requires, have been previously complied with.

Art. 11. *On the admission of goods into the Bonded Warehouses.*—From the day appointed by government, all manufactures, produce, and goods, which may be presented for the purpose, shall be admitted into the bonded warehouses, whether they be imported in national or foreign vessels belonging to any power not then at war with the Mexican nation.

Art. 12. All manufactures, produce, and goods, which are free of duty, shall be exempted from the grant made in the preceding article, likewise those prohibited according to the laws extant at the time; and also all goods capable of combustion, even without coming in contact with fire.

Art. 13. The consignee of the cargo shall ask by writing, before unloading the vessel, a permission from the collector to introduce the goods they may design into warehouses, accompanied with an invoice of them describing the marks of each bale; the number of these, which shall be expressed in writing and ciphers; the pieces contained in each bale, classifying in writing and ciphers the number, weight or measure in width and length, belonging to the kind of merchandise in question.

Art. 14. The petition shall necessarily contain, besides a clear clause of obligation on the part of the consignee to satisfy in due time the storage and importation duties accruing on the goods, in accordance with the tariff law extant on the day of the arrival of the vessel at the port.

Art. 15. The collector will compare the invoice of petition with the private invoices of the cargo; and if he finds them, and the petition likewise, in accordance with the provisions of the preceding articles, he will sign his permission beneath the invoice of the same petition, which shall be referred to the commander of the custom-house offi-

cers, after having marked on the private invoices, the goods which are to be deposited.

Art. 16. When said commander will have received the permission for deposit, he shall order the unloading of the vessel, and the proper separation to be made on the wharf of the goods, according to the invoice of petition and permission for deposit, which may have to go to the bonded warehouses.

Art. 17. All goods having to be conducted to the bonded warehouses, shall be carried to them directly from the wharf, guarded by an escort composed of the custom-house officers, which their commander may select for this purpose, with the advice of the collector, who is at liberty to appoint an officer of the custom-house. Said officers on accompanying the goods shall take with them the permission for deposit, and shall deliver both to the storekeeper, who after being satisfied of the bales, numbers and marks being in order, shall sign a receipt for them to the conductors, and give notice of it to the collector, that he may cause the examination of the goods to be made.

Art. 18. The examination shall be immediately effected, in accordance with the 45th article of the general tariff law of the 11th inst., and every thing being right, the permission for deposit will be considered as fulfilled, entering it on the books and giving notice of it to the accountant's office, that the same operation be effected there.

Art. 19. If it should result from the examination that any of the provisions of the tariff law extant at the time of importation has been violated, it will be acted upon according to the same law.

Art. 20. After the examination being effected, all the bales shall be sealed with a seal belonging to the custom house, and another to the consignee. These seals shall be placed so as to prevent opening any bale without before breaking it. The custom house seal, shall express the year and the custom-house to which it should belong. These seals are to be destroyed every year, and new ones made, differing from the first.

Art. 21. All officers who shall allow, or do not take notice of the goods destined to the bonded warehouses, being carried to them without the proper escort or without the permission in writing from the collector, shall suffer, as abettors of the fraud, the punishment pointed out by the decree of 17th February last, in its 56th, 57th, and 58th articles, according to the importance of the crime, and if the exportation of the goods be made without the observance of said formalities by the owners or consignees, or by one or more of the officers bribed by the first for this purpose, the goods shall be forfeited, and the owners or consignees shall pay a fine of twenty per cent. on the value of the same goods, according to the current price of the market in which they may have been imported.

Art. 22. *Regulations for Bonded Warehouses.*—All bonded warehouses shall be as near as possible to the ports, separated from other inhabited buildings, and far from manufactories and workshops in which fire is used. They are to be built so as to prevent robberies and damages of any kind, being at the same time airy and perfectly safe according to known principles.

Art. 23. All goods bonded shall be stored so as to facilitate the removal of any bale in order that the owners may dispose of them when it suits them.

Art. 24. All liquids and provisions shall be put in separate warehouses; and care shall be taken to do the same with regard to all other goods known under the denomination of *abarrotes*.

Art. 25. Whilst goods shall remain in the warehouses, its owners will be at liberty to show and even to sell them. In this second case, notice of it must be given to the collector, signed by the seller and the purchaser. Importers of goods shall be responsible for all storage or any other duties established by the tariff law for maritime custom-house, extant at the time of their importation, unless this obligation be transferred by an agreement of both the seller and the purchaser to the latter, the collector remaining at liberty to accept the new security if it be entirely satisfactory to him; but if this is not the case, the responsibility of the importer shall continue to be obligatory.

Art. 26. If any advantages should result from that operation, they nowise can serve to lengthen the established term of one year, which nevertheless will be dated from the day of fulfilment at the warehouse of the permission for deposit.

Art. 27. All lists of introduction or removal of goods from the bonded warehouses shall be drawn with the same formalities, and after the same method followed at a judge's office, in regard to prisoners.

Art. 28. Register books concerning bonded warehouses shall be kept at the accountant's office, making out the introduction of goods into them, from the fulfilled permissions for deposits; and their removal, from the justified documents of the same.

Art. 29. Bonded warehouse; shall be opened and shut up at the same hours with the custom-house, its doors shall have four keys, one of which will be for the collector, another for the accountant, another for the chief store keeper, and the remaining one

for the second store keeper. Both chief officers of the custom-houses shall attend alternately the bonded warehouses all the time their duty may permit them, and in absence of both there shall be present at the warehouse a subordinate officer of their trust which they may appoint for the purpose.

Art. 30. *On the removal of deposited Goods.*—The removal of deposited goods may be effected whenever the owner or consignee asks for it by means of a formal petition, in which the date and number of the petition he made for deposit is to be mentioned. The collector will order that document to be put with the rest, and will write on it his permission for the removal, returning it to the warehouse that it may be effected. If only a part of the goods contained in the petition and permission for deposit is to be taken out of the warehouse, the store keeper will mark it on the same document, returning it afterwards to the accomptant's office.

Art. 31. Before the removal of goods, a new examination shall be made of the bales not examined at the time of deposit; and the same is to be done even with regard to goods already examined, if the collector or surveyor of the custom-house should deem it proper. The second examination shall be made with the same formalities practised on depositing goods.

Art. 32. Before the removal of goods, storage is to be paid, and the importation duties settled or security given for them, according to the terms prescribed by the general tariff for maritime custom-houses, and by the law of the 11th of December, 1833.

Art. 33. The periods for the settlement of importation duties are to be dated from the day of the removal of goods from the bonded warehouses.

Art. 34. After security has been given for payment of duties, the owner of goods remains at liberty either to have them carried wherever he may choose into the republic, with the proper permit, or to export them abroad.

Art. 35. If at the time of taking out goods they should be found entirely damaged by unavoidable accident, which is to be proved by an examination made before the owner, by the collector, accomptant, surveyors, and the commander of custom-house officers, then the importation duties on them shall not be exacted, and only the storage must be paid, and they shall be either entirely destroyed and thrown into the sea at a great distance from the coast or burnt.

Art. 36. If any part of those goods should prove to be in a good condition, the surveyors in the presence and with the advice of the collector, the accomptant, and the commander of the custom-house officers, shall fix the average damage on the whole of them, exacting the proper importation duties, according to the result.

Art. 37. All goods fraudulently drawn out of the warehouse by the owner or consignee, shall be forfeited if they should be seized; and if this be not the case, their value shall be exacted at the rate of the current market price. If it should be the owner or consignee who extracts the goods or attempts to do it, by scaling the warehouse, breaking its doors, making use of master-keys, or opening them with the proper ones at any hour different from those appointed for the public service of the same warehouse, he shall suffer, besides the penalty of forfeiture, a fine of triple the value of the goods according to the current market price, and three years imprisonment. The non exhibition of the fine shall be punished by increasing the time of imprisonment at the rate of six months for each thousand dollars.

Art. 38. Any violation of the warehouse by employing some of the means mentioned in the preceding article, to extract from it goods belonging to another, shall be punished according to the penalties established by law for the crime of robbery of the public treasures, breaking or opening its coffers.

Art. 39. If it should be proved that any officer has contributed or connived at the perpetration of the crimes mentioned in the preceding articles, he shall be judged and punished as if he were a domestic robber, false to the trust reposed in him, and as if he had opened or broke open the coffers, and shall be held responsible for compensation of damages to the persons concerned, and to the public treasure.

Art. 40. No compensation will be made at the warehouse, for the waste or wear of goods deposited in it.

COMMERCIAL TREATY BETWEEN HOLLAND AND THE UNITED STATES.

The *Staats Courant*, published at the Hague, July 30th, contains a royal ordinance promulgating the Treaty of Commerce and Navigation between the Netherlands and the United States of America.

The United States of America and his Majesty the King of the Netherlands, anxious to regulate the commerce and navigation carried on between the two countries in their respective vessels, have, for that purpose, named plenipotentiaries; that is to say, the President of the United States has appointed John Forsyth, Secretary of State of the

said United States, and his Majesty the King of the Netherlands has appointed Jonkheer Evert Marius Adrian Martini, member of the Body of Nobles of the Province of North Brabant, Knight of the order of the Netherlands Lion, and his Charge d'Affaires in the United States, who having exchanged their respective full powers, found in good and due form, have agreed to the following articles:

Art. 1. Goods and merchandise, whatever their origin may be, imported into, or exported from, the ports of the United States, from or to the ports of the Netherlands in Europe, in vessels of the Netherlands, shall pay no higher or other duties than shall be levied on the like goods and merchandise as imported or exported in national vessels. And reciprocally, goods and merchandise, whatever their origin may be, imported into or exported from the ports of the Netherlands in Europe, from or to the ports of the United States, in vessels of the said States, shall pay no higher or other duties than shall be levied on the like goods and merchandise so imported or exported in national vessels. The bounties, drawbacks, or other favors of this nature, which may be granted in the states of either of the contracting parties on goods imported or exported in national vessels, shall also, and in like manner, be granted on goods directly exported or imported in vessels of the other country to and from the ports of the two countries, it being understood that in the latter, as in the preceding case, the goods shall have been loaded in the ports from which such vessels shall have been cleared.

Art. 2. Neither party shall impose upon the vessels of the other, whether carrying cargoes between the United States, and the ports of the Netherlands in Europe, or arriving in ballast from any other country, any duties of tonnage, harbor dues, light-houses, salvage, pilotage, quarantine, or port charge of any kind or denomination, which shall not be imposed in like cases on national vessels.

Art. 3. It is further agreed between the two contracting parties, that the Consuls and Vice Consuls of the United States, in the ports of the Netherlands in Europe, and reciprocally, the Consuls and Vice Consuls of the Netherlands in the ports of the said States, shall continue to enjoy all privileges, protection, and assistance, as may be usual and necessary for the duly exercising of their functions, in respect also of the deserters from the vessels, whether public or private, of their countries.

Art. 4. The contracting parties agree to consider and treat as vessels of the United States and of the Netherlands, all such as, being furnished by the competent authorities with a passport or sea letter, shall, under the then existing laws and regulations, be recognised as national vessels by the countries to which they respectively belong.

Art. 5. In the case of shipwreck or damage at sea, each party shall grant to the vessels, whether public or private, of the other, the same assistance and protection which would be afforded to its own vessels in like cases.

Art. 6. The present treaty shall be in force for the term of ten years, commencing six weeks after the exchange of the ratifications, and further, until the end of twelve months after either of the contracting parties shall have given to the other notice of its intention—each of the contracting parties reserving to itself the right of giving such notice to the other after the expiration of the term of ten years; and it is hereby mutually agreed, that in case of such notice, this treaty, and all the provisions thereof, shall, at the end of the said twelve months, altogether cease and terminate.

Art. 7. The present treaty shall be ratified, and the ratifications shall be exchanged at Washington, within six months of its date, or sooner if practicable.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

Done, in duplicate, at the city of Washington, this nineteenth day of January, in the year of our Lord, one thousand eight hundred and thirty-nine.

(L. S.) JOHN FORSYTH.
(L. S.) AD. MARTINI.

CONSULATE GENERAL OF THE BRAZILIAN EMPIRE.

The following Decree is, by order of the Brazilian Government, published for the information of all whom it may concern:

Decree raising the duties on Wines and Liquors, of foreign produce, imported into Brazil, and directing the entry of Liquids and Wheat Flour during the financial year of 1839 to 1840:

The Regent, in the name of the Emperor Don Pedro II., by virtue of the authority conferred on the Government, by the twentieth Article of the Law, of the twentieth of October, one thousand eight hundred and thirty-eight, number sixty, decrees as follows:

Art. 1. During the financial year one thousand eight hundred and thirty-nine to one thousand eight hundred and forty, all the Wines imported into Brazil, and all Liquors

of foreign produce, shall pay at the custom-house a duty of fifty per centum, including therein all charges to which such articles were subjected until the present time, with the exception of those of storage.

Section additional. All Wines and Liquors being the produce of countries with which Brazil has existing treaties, are exempted from the foregoing provisions.

Art. 2. The entry of Liquids in general, and of Wheat Flour of foreign produce, shall be made according to the prices fixed by a weekly valuation, to be made at each Custom-house, by a committee composed of capable persons, of whom the Collector of the respective Custom-house shall be one.

Candido Baptista de Oliveira, of the Council of His Imperial Majesty, Minister and Secretary of State for the Foreign Affairs, and charged by interim of Finances, and the Presidency of the Tribunal of the National Public Treasury, will so understand its provisions, and cause them to be executed, issuing for that purpose the necessary orders.

Palace of Rio de Janeiro, 6th May, 1839, 18th year of the Independence and of the Empire.

Pedro de Aranja Lima,
Candido Baptista de Oliveira.

New York, 12th September, 1839.

Dionizio de Azevedo Pecanha,
Consul General.

QUARANTINE LAWS OF HAVRE.

Department of Foreign Affairs, Paris, July 27th, 1839.

To the Consul General of France, New York:

Sir:—The great inconvenience experienced by the Sanitary and Police departments, from the neglect in the port of Havre of the law relative to passports without individual bills of health, with which the passengers in the New York packets ought to be provided, has compelled the Minister of Agriculture and Commerce to issue the strictest orders on the subject, in conformity with which he has directed the Health Officer of Havre henceforth to require a bill of health from each passenger arriving from North America; and to ensure the execution of the measure, he has farther ordered.

1st.—To place in quarantine every packet arriving from New York, which shall have on board any passenger unprovided with a bill of health.

2nd.—To summon the captain before the court, to answer for the infringement of the 19th article of Ordinance of the 16th of August, 1822, passed in conformity with the law of the 3d of March, 1822, relative to the Sanitary Police.

You are aware, sir, that according to the terms of the seventh article of the above ordinance, vessels are subject to a *quarantine* of greater or less duration, according to the state of health on board. The penalty against the captain is determined by the 13th article of the law of the 3d of March, 1822, which runs thus:

“Whoever shall violate the quarantine laws, or the general or local regulations or ordinances of the competent authorities, shall be subjected to imprisonment from three to five days, and to a fine not less than five nor exceeding fifty francs.”

As the Minister of Agriculture and Commerce thinks that it would be too severe to require the immediate application of a measure which has not hitherto been enforced, he has decided, in order that the captains of the American packets may be duly forewarned, that the above quarantine regulations shall not take place till the 1st of September next, (1839.)

You will please, sir, give the necessary notification of this to the merchants of New-York. The minister of the interior will give similar orders to the authorities of Havre, relative to the passports which you have not certified. (Signed)

MARECHAL DUC DE DALMATIE.

The Consul General of France, DE LAFOREST.

THE OPIUM TRADE OF CHINA.

There probably was never since the existence of the world an exercise of despotic power, displayed in the promotion of a *moral* object, comparable to that recently exhibited by the Emperor of China, in the suppression of the trade in opium within his dominion. It has been long contraband, but ordinary acts of government were not sufficient for its suppression. The Emperor has at last tried the last resort of despotic action in China, the giving of the Imperial Seal to his highest officer, Linn, and holding him responsible for the issue. The consequence has been, that the amount of opium given up to the government was no less than 20,283 chests, valued at £3,000,000 sterling, or near \$15,000,000.

NAVIGATION.

GREAT WESTERN AND BRITISH QUEEN.

Daily comparison of the progress of the steam ships Great Western and British Queen, with extracts from the published official reports after the great race across the Atlantic, commencing at 2 P. M. August 1st, 1839, at which time the Queen was four or five miles astern of the Western; first published in the Bristol Mirror, of August 21, 1839.

BRITISH QUEEN.	GREAT WESTERN.
Aug. 1.	Aug. 1. Seven P. M., tops of British Queen's paddle boxes just in sight.
Aug. 2.	Aug. 2. At noon British Queen's smoke bore SW $\frac{1}{4}$ W about 25 miles; gain on reported distance 15 miles.
Aug. 3.	Aug. 3. British Queen's smoke bore W. by N. Distance 30 or 40 miles. Gain by reported distance 20 miles.
Aug. 4. Sweet, wholesome breeze, lat. 41 06, lon. 60 33. Distance run, 230 miles.	Aug. 4. At 4 P. M. lost sight of smoke. Gained by reported distance 21 miles.
Aug. 5. Ship getting lighter and more lively, smooth sea, 14 revolutions, running off cheerily, lat. 41 17, lon. 55 39. Run 330 miles.	Aug. 5. Gain by reported distance 24 miles.
Aug. 6. Queen dancing merrily over the seas, lat. 41 58, lon. 53 00. Distance run, 220 miles.	Aug. 6. Gain by distance reported 20 miles.
Aug. 7. The Queen leaped over the billows with infinite grace, lat. 43 21, lon. 46 38. Distance run, 224 miles.	Aug. 7. Gain by distance reported 20 miles.
Aug. 8. Charming morning; going ahead with all imaginable dignity, lat. 44 06, lon. 40 47. Distance run, 224 miles.	Aug. 8. Gain by distance reported 29 miles.
Aug. 9. Engines on this day, an incomparable mass of machinery, work with great ease and exactitude, lat. 44 48, lon. 36 14. Distance run, 202 miles.	Aug. 9. Gain by distance reported 51 miles.
Aug. 10. Mild and cheerful morning, gentle breezes—Queen dancing over the waves light as a fox, lat. 45 57, lon. 30 53. Distance run, 237 miles.	Aug. 10. Gain by reported distance 7 miles.
Aug. 11. Running with noiseless rapidity, engines running at a tremendous rate. The Queen careers over the mighty waters in all the plenitude of majesty, lat. 47 15, lon. 25 25. Run 238 miles.	Aug. 11. Gain by reported distance 8 miles.
Aug. 12. Going with inconceivable steadiness, lat. 48 32, lon. 19 15. Distance run, 232 miles.	Aug. 12. By published lat. and lon. equal distance run.
Aug. 13. The Queen, as she approaches her dominions, quickens her step, always solicitous to show her subjects she is mistress of the seas, lat. 49 30, lon. 12 28. Distance run, 235 miles.	Aug. 13. By difference of lat. and lon. distance run in favor of the Great Western.
Aug. 14. Light tortoise shell clouds, lat. 49 34, lon. 5 25. Distance run, 277 miles. Thirteen days and nineteen hours to Portsmouth.	Aug. 14. Great Western anchored in Kingroad at 5 30 A. M., after running 190 miles, and against a whole ebb from Lundy, and thereby going 18 miles more, or 212 miles in 17 $\frac{1}{2}$ hours, or nearly 12 knots per hour.

The difference in time of starting and arriving, allowing half an hour for the Great Western's start before the Queen, was 27 hours. The reported speed of the Queen, for the last day's run, was at the rate of 11 $\frac{1}{2}$ knots per hour. The difference of longitude

between Spithead and Kingroad is $11\frac{1}{2}$ degrees, or 57 miles; (in time, five hours.) The total gain of the Western has, consequently, been 23 hours in time, or, according to the Queen's rate of going, ($11\frac{1}{2}$ knots per hour,) 253 nautical miles. The Great Western was at sea 297 hours: her gain, therefore, on the Queen, has been very nearly $\frac{6-7}{10}$ ths of a nautical mile per hour.

LOSS OF STEAMBOATS IN THE WEST IN 1838.

The Alton Telegraph calculates as follows the list of steamboats lost or considerably injured on the western waters during the year 1838:

Whole number eighty; of which there were	
Blown up.....	8
Collapsed.....	6
Burst steam pipe.....	2
Burnt.....	2
Snagged.....	37
Sunk.....	17
Collision.....	2

Of these, 13 were lost on the Ohio, 50 on the Lower Mississippi, 5 on the Upper Mississippi, 2 on the Missouri, 2 on the Illinois, 1 on the Arkansas, 1 on the Red River, 1 in the Gulf of Mexico, and 3 in other places.

CAMBOOSE.

Messrs. Fenney & Co., of Baltimore, have recently patented an improved Camboose. It is so constructed as to be adapted to the purposes of cooking, and to the distillation of fresh from salt water at the same time, and is said by those who have seen it in use, to answer admirably both these objects. The invention of a cheap and expeditious method of extracting fresh water from salt, has long been a desideratum to mariners, which is now most happily supplied, and we doubt not the article will be brought into general use. The Editor of the Baltimore Post, who witnessed its operations, says, that nothing could be more satisfactory than the quantity of fresh water obtained in a very short time. It distilled at the rate of two gallons per hour, with a slow fire: thus, during the space of twelve hours, twenty-four gallons could be obtained with only a moderate fire; and, in case of necessity, a much larger quantity could be distilled by increasing the fire. The stove is perfectly simple, and consumes no more fuel than ordinary cooking stoves. A vessel having one of these cambooses, can dispense with the great number of water casks they are obliged to carry, and thus have more room for freight. The water is perfectly fresh, and seafaring men pronounced it infinitely better than can be obtained at sea after one or two weeks.

INSURANCE.

TARIFF OF MINIMUM RATES OF PREMIUM,

Adopted by the Underwriters of Boston, March 1, 1839.

VESSELS ON TIME.

Risks on Time on Vessels of Two Hundred Tons, and upwards.

On Vessels valued at 75 to 60 dollars per ton,	5½ per cent per annum.
.. .. 60 to 50	6
.. .. 50 to 40	6½
.. .. 40 to 30	8
.. .. Under 30	at a proportionate increase of premium.

If north of latitude fifty degrees, and east of longitude two degrees, between the first of October and the first of March, one per cent additional premium to be paid.

Risks on Vessels of smaller sizes, usually employed in the West India trade, and on short voyages.

[If engaged in more favorable employment than the West India trade, or on short voyages, the insurers may place them under the rates for vessels of 200 tons and upwards, instead of the following:]

On Vessels valued at 75 to 60 dollars per ton,	6 to 8 per cent per annum.
.. .. 60 to 50	8 to 9
.. .. 50 to 40	9 to 10
.. .. 40 to 30	10 to 11

On Vessels valued at 30 to 20 dollars per ton 11 to 12 per cent. per annum.
 Under 20 12 and upwards
 To add two per cent., if in the West India Islands or Seas, or in the Gulf of Mexico,
 between the 15th July and the 15th October.

RISKS BETWEEN UNITED STATES AND WEST INDIES.

	SAILING	
	Oct. 15 to July 15.	July 15 to Oct. 15.
	From Atlantic ports to south side of Cuba, or from,	1½	2½
.. .. to north side of Cuba, or from,	1½	2
.. .. to Porto Rico, Hayti, and Windward Islands, or from,	1½	2½

If partial loss on less than the whole invoice, ¼ per cent. to be added.

Double premium on deck load, with 10 per cent. average, &c.

If several passages insured together, rates for the passages to be added together.

Company to retain 10 per cent. of return premium on short property.

UNITED STATES AND EUROPE.

Outward risks.

FROM THE GULF OF MEXICO.	SAILING		
	Nov. 1 to Feb. 1.	Feb. 1 to Aug. 1.	Aug. 1 to Nov. 1.
	To St. Petersburg and ports in the Baltic	2 to 2½	1¾ to 2	2½ to 2¾
To Belgium, Holland, and Germany, or North Sea	1¾ to 2	1½ to 1¾	2 to 2½
To Great Britain, France, and Ireland	1¾ to 2	1½ to 1¾	2 to 2½
To Portugal and Spain, on the Atlantic	1¾ to 2	1½ to 1¾	2 to 2½
To ports in the Mediterranean not east of Sicily & Malta .....	....	1½ to 1¾	....
To beyond .. ..	....	1¾ to 2	....

FROM ATLANTIC PORTS.	SAILING BETWEEN	
	Feb. 1 & Oct. 1.	Oct. 1 & Feb. 1.
	To St. Petersburg and ports in the Baltic	1½ to 1¾
To Germany, North Sea, Holland, and Belgium	1½ to 1¾	1½ to 2
To Great Britain, France, and Ireland, (not in the Mediterranean)	1½ to 1¾	1½ to 1¾
To Portugal and Spain, on the Atlantic	1½ to 1¾	1½ to 1¾
To a port in the Mediterranean not east of Sicily and Malta	1½	1½ w. ad.
To beyond	1½ to 1¾	1½ to 1¾

If in the North Sea, between 1st October and 1st March, 1 per cent. to be added.

¼ per cent to be added for each port used in the Mediterranean more than one.

¼ per cent to be added, if partial loss allowed on less than the whole invoice.

¼ per cent. may be deducted from the above rates, on cotton.

Homeward Risks.

- To Atlantic ports from ports in the North Sea, 1½; add ½ for sailing between October 1 and March 1.
- from Great Britain and Ireland, general cargoes, 1½.
- from Great Britain and Ireland, dry goods, average on each package, 1½; hardware, 1¾.
- from Havre, dry goods, average on each package, 1½.
- from South of Europe, not in the Mediterranean, 1½ to 1¾.
- from ports in the Mediterranean, not beyond Sicily, 1½; add ¼ for each port used more than one.
- from ports in the Mediterranean, beyond Sicily, 1½; add ¼ for each port used more than one.

If to ports in Gulf of Mexico, $\frac{1}{2}$ per cent. to be added.

Partial loss on sheet iron, iron wire, brazier's rods, iron hoops, and tin plates, excepted

UNITED STATES, INDIA, CHINA, AND PACIFIC OCEAN.

From the United States.

To the Pacific, not north of Lima, $1\frac{1}{2}$. Add $\frac{1}{4}$ for each port used more than one.

out and home, 3. Same additions.

To the Pacific, north of Lima, $2\frac{1}{2}$. Same additions.

out and home, 5. Same additions.

Voyages to the Pacific, on time, 5 per cent. per annum on vessels; $4\frac{1}{2}$ per annum on cargoes.

To Sumatra, and back to United States, pepper voyages, 4 per cent.

To Java, Singapore, or Padang, *one port*, $1\frac{1}{4}$. Add $\frac{1}{4}$ for each port more than one.

To Bay of Bengal, $1\frac{1}{2}$. Add $\frac{1}{4}$ for each port more than one.

To Canton or Manilla; *to either*, $1\frac{1}{2}$. Add $\frac{1}{4}$ if to both; add $\frac{1}{2}$ if against the monsoon.

From ports in India, China, or the Pacific, to the United States, same rates homeward as outward.

From such ports to Europe, same rates as to United States; to add 1 per cent., if in the North Sea between 1st October and 1st March.

For touching at Cape Good Hope, $\frac{1}{2}$ per cent. to be added.

For voyages on time, beyond Cape Good Hope, 4 per cent. per annum.

From Batavia to or from Canton or Manilla, $\frac{1}{2}$ per cent. Add $\frac{1}{2}$ if against the monsoon.

From Canton to or from Manilla, $\frac{1}{4}$ to $\frac{3}{8}$.

Half per cent. to be added for each passage in the China Seas against the monsoon.

If partial loss allowed on less than the whole invoice, $\frac{1}{4}$ per cent. to be added.

Ten per cent. of return premium on short property to be retained, not exceeding one half per cent.

The northeast or unfavorable monsoon in the China seas, for the outward passage, is from 1st October to 1st April.

The southwest or unfavorable monsoon, returning, is from April 1 to October 1.

The North Sea, as referred to in this Tariff, shall be considered as comprehending all places north of Lat. 50 north, and east of Long. 2 east.

EAST COAST OF SOUTH AMERICA, UNITED STATES, AND EUROPE.

Risks between the United States and East Coast of South America.

From Atlantic ports to or from ports in Brazil, except Rio Grande, $1\frac{1}{4}$; add $\frac{1}{4}$ for each port more than one.

.. .. to or from Rio Grande and La Plata, 2 per cent. to either; add $\frac{1}{2}$ if to both.

If partial loss allowed on less than whole invoice, $\frac{1}{4}$ per cent. to be added.

Company to retain 10 per cent. of return premium on short property.

Risks between Europe and East Coast of South America.

From Brazil to or from a port in the Mediterranean or south of Europe, $1\frac{1}{2}$ per cent.

.. .. to or from a port in the North Sea, $1\frac{3}{4}$ per cent.

.. .. to or from a port in the Baltic, 2 per cent.

If from Rio Grande and La Plata, add $\frac{1}{2}$ per cent.

If partial loss allowed on less than the whole invoice, $\frac{1}{4}$ per cent. to be added.

Company to retain ten per cent. of return premium on short property.

RUSSIA AND PORTS IN THE BALTIC, TO UNITED STATES, N. E. OF CAPE FLORIDA.

Sailing prior to September 1st, $1\frac{1}{2}$ per cent.

.. from 1st September to 10th, inclusive, $1\frac{3}{4}$ per cent.

.. from 11th September to 20th, inclusive, 2 per cent.

.. from 21st September to 30th, inclusive, $2\frac{1}{2}$ per cent.

.. from 1st October to 10th, inclusive, 3 per cent.

.. from 11th October to 20th, inclusive, $3\frac{1}{4}$ per cent.

.. from 21st October to 31st, inclusive, $4\frac{1}{2}$ per cent.

.. after 31st October, 5 per cent.

If to ports in the Gulf of Mexico, $\frac{1}{4}$ per cent. to be added.

If partial loss on less than the whole invoice, $\frac{1}{4}$ per cent. to be added.

If short property, 10 per cent. of return premium to be retained.

COASTWISE RISKS WITHIN THE UNITED STATES.

ON VESSELS, CARGOES, AND FREIGHTS FROM BOSTON.	Nov. 1 to April 1.	April 1 to Aug. 1.	Aug. 1 to Nov. 1.
To or from ports eastward of Cape Ann	$\frac{1}{2}$ to $\frac{3}{4}$	$\frac{3}{4}$ to $1\frac{1}{2}$	$\frac{1}{2}$ to $\frac{1}{2}$
To or from ports in Rhode Island, Connecticut, and Vineyard Sound	$\frac{3}{4}$ to $1\frac{1}{2}$	1 to $1\frac{1}{2}$	$\frac{3}{4}$ to $1\frac{1}{2}$
To or from New York City and places on North River	1 to $1\frac{1}{2}$	1 to $1\frac{1}{2}$	1 to $1\frac{1}{2}$
To or from ports in Delaware and Chesapeake Bays	1 to $1\frac{1}{2}$	1 to $1\frac{1}{2}$	1 to $1\frac{1}{2}$
To or from ports in North Carolina	$1\frac{1}{2}$ to $1\frac{1}{2}$	1 to $1\frac{1}{2}$	$1\frac{1}{2}$ to 2
To or from ports in South Carolina and Georgia	$1\frac{1}{2}$ to $1\frac{1}{2}$	1 to $1\frac{1}{2}$	1
To or from ports in the Gulf of Mexico	$1\frac{1}{2}$ to $1\frac{1}{2}$	$1\frac{1}{2}$ to $1\frac{1}{2}$	2 to $2\frac{1}{2}$

From the above rates may be deducted:

On cotton, metals, and salted provisions in casks, to or from ports in the Gulf of Mexico, one quarter per cent., and on the same articles to or from ports in the United States, north of Florida, one eighth per cent.

On manufactured tobacco, from Virginia, one eighth per cent. may be deducted.

On deck loads, double premium to be charged, with condition not to be liable for partial loss under ten per cent., and not to be liable for damage by wet or exposure.

If there be any lime on board, as cargo or freight, fifty per cent. to be added to the premium for the passage.

If partial loss be allowed on less than the whole invoice, one quarter per cent. to be added on risks to or from the Gulf of Mexico, and one eighth per cent. on risks north of Florida.

In case of over insurance, ten per cent. of the return premium to be retained by the insurers.

When several passages are insured in the same policy, the rates for each passage to be added together.

Specie may be insured at two thirds the rates on merchandise.

FROM CUBA TO EUROPE, AND BACK.

	SAILING,	
	Prior to Aug. 1.	After Aug. 1.
From Cuba to St. Petersburg, or ports in the Baltic	2 per ct.	3 per ct.
From Cuba to a continental port in the North Sea	$1\frac{1}{2}$ "	$2\frac{1}{2}$ "
From Cuba to London or Liverpool	$1\frac{1}{2}$ "	$2\frac{1}{2}$ "

$\frac{3}{4}$ per cent. to be added if the vessel touches at a port in the United States for any purpose whatever.

$\frac{1}{4}$ per cent. to be added if partial loss allowed on less than the whole invoice.

From the Baltic to Cuba, see rates above.

From European ports without the Baltic, same rates as outward risks, with same additions for being in the West Indies in hurricane season.

GENERAL REGULATIONS.

If there be any lime on board, on cargo or on freight, fifty per cent. to be added to the premium for the passage.

If any goods are shipped and insured as on deck, not less than double premium to be charged, with condition not to be liable for damage by wet or exposure, nor for partial loss under ten per cent.

The northeast or unfavorable monsoon in the China seas, for outward passages to China, is from the first day of October to the first day of April.

The southwest or unfavorable monsoon, for homeward passages, is from the first day of April to the first day of October.

The hurricane months, in the West India latitudes, are from the fifteenth day of July to the fifteenth day of October, and said latitudes shall be considered as being within the parallels of 10 degrees and 23 degrees of north latitude, and 58 degrees and 86 degrees of west longitude.

The North Sea, as expressed for additional premiums for winter months, (viz.: from the first day of October to the first day of March,) is considered north of latitude 50 degrees north, and east of longitude 2 degrees east.

If average be allowed on less than the whole invoice, $\frac{1}{4}$ per cent. is to be added on voyages to or from foreign ports, and ports in the Gulf of Mexico, and $\frac{1}{8}$ per cent. is to be added on coastwise risks north of Florida.

In all cases of over insurance, ten per cent. of the return premium is to be retained by the insurers, not exceeding $\frac{1}{4}$ per cent., on the amount of short property.

Premiums on vessels and freights not to be less than those on cargoes of general merchandise for same voyages.

Specie, excepting to port or ports beyond the Cape of Good Hope or Cape Horn, to be insured as the parties may agree: provided, that it shall never be at a greater reduction than one third from the rates herein fixed for merchandise on the same passage.

Specie, to port or ports beyond the Cape of Good Hope or Cape Horn, to be considered the same as merchandise.

When several passages are included in the same policy, the rates for each passage are to be added together.

If insurance be made from foreign ports to port or ports of discharge, or final port of discharge, in the United States, the coastwise premium to be added for each port used, more than one, in the United States.

With regard to risks not provided for in this tariff, it is agreed, that the parties are to make contracts at discretion: but it is expected that the companies will require rates equivalent to those named in this tariff on risks of like value, acting in good faith, and not taking one risk for a lower rate in consideration of receiving the tariff rates on another.

PREMIUM CREDITS, IN BOSTON, ON MARINE RISKS,

From and after the first day of March, 1839.

All credits shall commence on the commencement of the risk, or as near that commencement as can be ascertained at the time of taking the risk.

All premium notes shall be considered as due on the expiration of the credit expressed in the note, unless the risk shall not have terminated, in which case it shall be sixty days after the termination of the risk; and, if not then paid, interest shall be exacted from that time till paid.

	To.	From.	To and from.
East Indies or China	18 ms.	7 ms.	18 ms.
East Coast of South America	8	4	8
Europe	8	4	8
West Indies, Spanish Main, Gulf of Mexico, Honduras ..	6	4	6
Ports this side of Florida	4	4	4
West Coast of America	16	7	16

West Indies, Europe, and back, 10 months.

Brazils, Europe, and back, 12 months,

West Coast of America, China, and back,

18 months,

North West Coast of America, China, and back, 18 "

North West Coast of America, and China,

18 "

Whale fishery, to the Pacific, 18 months, or 2 months after the termination of the risk.

Whale fishery, to the Atlantic, 14 months.

On time, two months after the termination of the risk.

Premiums of twenty dollars and under, cash, without discount of interest.

NEW YORK LIFE INSURANCE AND TRUST COMPANY.

It appears by the monthly report of this corporation, for August, that eighteen persons have effected an insurance on their lives. Of whom four are residents of the city of New York, and fourteen residents out of the city. They are thus classified—Merchants and Brokers, 7; Students and Clerks, 4; Mechanics, 2; Lawyer, 1; Engineer, 1; Manufacturers, 3. Of these there are insured for one year and over, 6—seven years and over, 10—for life, 2. Two were insured for \$10,000 and under, ten for \$5,000 and under, and six for \$1,000 and under.

COMMERCIAL STATISTICS.

COMMERCE OF THE UNITED STATES.

Statistical View of the Commerce of the United States, exhibiting the value of imports from, and exports to, each foreign country, during the year ending on the 30th September, 1838; from official documents in the Treasury Department, Register's Office, May 13, 1839.

COUNTRIES.	Value of Imports.	VALUE OF EXPORTS.		
		Domestic Produce.	Foreign Produce.	Total.
Russia.....	1,898,396	359,047	689,242	1,048,289
Prussia.....	6,629	65,661	19,283	84,944
Sweden.....	854,771	210,745	66,686	277,431
Swedish West Indies.....	46,019	74,140	4,231	78,421
Denmark.....	27,118	98,031	24,750	122,831
Danish West Indies.....	1,617,747	949,769	227,417	1,177,096
Netherlands.....	1,180,897	2,555,979	398,269	2,954,248
Dutch East Indies.....	576,396	166,214	329,747	495,961
Dutch West Indies.....	382,591	204,234	46,915	251,149
Dutch Guiana.....	54,354	68,775	2,073	70,848
Belgium.....	239,928	1,340,900	274,051	1,614,951
England.....	44,191,851	48,899,888	1,545,188	50,445,076
Scotland.....	594,665	1,685,203	10,776	1,695,979
Ireland.....	75,162	38,535	....	38,535
Gibraltar.....	25,624	609,818	152,371	762,189
Malta.....	16,865	81,955	4,078	86,033
British East Indies.....	675,531	320,505	258,402	578,907
Cape of Good Hope.....	12,034	22,718	....	22,718
Australia.....	30,538	33,546	816	31,362
British West Indies.....	1,635,848	2,080,634	120,218	2,200,852
British American Colonies.....	1,555,570	2,484,987	238,504	2,723,491
British Honduras.....	201,448	89,896	19,300	109,196
British Guiana.....	36,043	145,532	522	146,054
British African ports.....	....	....	....	....
Mauritius.....	....	....	....	....
Hanse Towns.....	2,847,358	2,625,802	665,843	3,291,645
France, on the Atlantic.....	16,823,112	13,089,649	976,967	14,066,616
France, on the Mediterranean.....	948,685	1,433,765	283,135	1,716,900
French West Indies.....	310,050	430,008	38,889	468,897
French Guiana.....	5,302	....	....	....
French African ports.....	....	....	....	....
Spain, on the Atlantic.....	234,200	137,405	12,470	149,875
Spain, on the Mediterranean.....	868,336	336,904	2,595	339,499
Teneriffe, and other Canaries.....	151,366	34,619	18,686	53,305
Manilla and Philippine Islands.....	386,528	93,214	149,303	212,517
Cuba.....	11,694,812	4,721,433	1,454,325	6,175,758
Other Spanish West Indies.....	2,636,152	692,568	30,484	723,052
Portugal.....	206,864	67,970	8,093	76,063
Madeira.....	366,274	36,422	4,535	40,957
Fayal, and other Azores.....	32,746	7,556	1,681	9,337
Cape de Verd Islands.....	59,174	96,941	8,933	105,874
Italy.....	944,238	318,536	141,357	459,893
Sicily.....	345,362	25,532	21,813	47,345
Sardinia.....	851	....	....	....
Trieste.....	372,378	643,223	125,740	768,963
Turkey.....	296,533	142,448	115,461	257,909
Mocha.....
Greece.....	7,440	1,590	9,030

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COMMERCE OF THE UNITED STATES, CONTINUED.

COUNTRIES.	Value of Imports.	VALUE OF EXPORTS.		
		Domestic Produce.	Foreign Produce.	Total.
Morocco, and Barbary States.....	10,174	.....	.....	.....
Hayti.....	1,275,762	814,421	95,834	910,255
Texas.....	165,718	1,028,818	219,062	1,247,880
Mexico.....	3,500,709	1,040,906	1,123,191	2,164,097
Central America.....	155,614	111,910	131,139	243,040
Colombia.....	1,615,249	406,564	318,175	724,739
Brazil.....	3,191,238	2,094,957	562,237	2,657,194
Argentine Republic.....	1,010,908	180,832	56,233	236,665
Cisplatine Republic.....	18,631	35,762	24,567	60,329
Chili.....	942,035	1,047,572	322,692	1,370,264
Peru.....	633,437	163,868	39,531	203,399
South America, generally.....	.....	1,875	.....	1,875
China.....	4,764,536	655,581	861,021	1,516,602
Europe, generally.....	.....	31,759	.....	31,759
Asia, generally.....	212,091	105,672	76,159	181,831
Africa, generally.....	541,931	390,354	101,548	491,902
West Indies, generally.....	217	334,638	4,414	339,052
South Seas and Sandwich Islands.....	55,561	60,684	22,153	82,837
North Atlantic Ocean.....	.....	.....	.....	.....
Uncertain places.....	97,186	.....	.....	.....
Total.....	113,717,404	96,033,821	12,452,795	108,486,616

NUMBER OF VESSELS BUILT IN THE UNITED STATES IN 1838.

Condensed Statement of the number and class of Vessels built, and the Tonnage thereof, in each state and territory of the United States, for the year ending September 30th, 1838, from official documents in the Treasury Department, Register's Office, April 2, 1839.

STATES.	CLASS OF VESSELS.					Total number of vessels built.	TOTAL TONNAGE.
	Ships.	Brigs.	Sch'rs.	Sloops.	Steam-boats.		Tons. 95ths.
Maine.....	21	42	78	2	1	144	24,332 06
New Hampshire.....	5	1	3	..	..	9	3,286 16
Massachusetts.....	21	10	131	4	1	167	19,547 88
Rhode Island.....	2	1	6	..	1	10	2,108 05
Connecticut.....	1	2	16	22	2	43	3,780 32
New York.....	7	8	31	60	7	113	14,682 47
New Jersey.....	..	..	52	33	1	86	7,057 01
Pennsylvania.....	4	5	5	14	30	58	8,406 15
Delaware.....	..	..	11	3	..	14	1,255 51
Maryland.....	4	8	137	4	4	157	15,463 92
District of Columbia.....	..	..	1	..	1	2	200 16
Virginia.....	..	1	16	..	..	17	855 06
North Carolina.....	..	1	4	3	3	11	1,033 17
South Carolina.....	1	..	2	1	1	5	1,377 23
Georgia.....	..	..	..	..	3	3	415 93
Ohio.....	1	..	3	1	16	20	4,200 79
Tennessee.....	..	..	..	..	4	4	1,265 57
Alabama.....	..	..	..	2	..	2	57 33
Louisiana.....	..	..	7	3	3	13	1,444 23
Mississippi.....	..	..	..	..	..	..	.....
Kentucky.....	..	..	1	..	7	8	1,377 39
Michigan.....	..	..	6	1	5	12	958 65
Florida.....	..	..	..	..	..	..	.....
Total.....	66	79	510	153	91	898	113,135 44

TONNAGE OF THE UNITED STATES.

Statement exhibiting a condensed view of the Tonnage of the several districts of the United States, in tons and ninety-fifths, on the 30th September, 1838; from official documents in the Register's Office, April 2, 1839.

DISTRICTS.	Registered tonnage	Enrolled and licensed tonnage.	Total tonnage of each district.
Passamaquoddy, Maine	682 28	8,760 65	9,442 93
Machias, "	176 86	8,770 06	8,936 92
Frenchman's Bay, "	1,443 25	14,524 38	15,937 63
Penobscot, "	5,914 18	27,126 21	33,010 39
Belfast, "	5,569 50	25,926 35	31,495 85
Waldoborough, "	9,397 67	27,263 72	46,661 44
Wiscasset, "	3,590 54	8,667 39	12,257 93
Bath, "	25,904 43	18,147 0-	45,051 51
Portland, "	36,345 58	16,839 05	53,184 63
Saco, "	975 87	3,362 25	4,338 17
Kennebunk, "	5,382 35	3,493 23	8,875 58
York, "	.....	968 87	968 87
Portsmouth, New Hampshire	15,850 11	9,298 08	26,148 19
Newburyport, Massachusetts	10,640 66	9,908 52	20,519 23
Ipswich, "	.....	3,134 69	3,134 69
Gloucester, "	2,068 32	16,265 00	18,333 32
Salem, "	21,904 19	12,563 45	34,467 64
Marblehead, "	2,753 14	8,072 53	10,825 67
Boston, "	135,415 34	71,816 63	207,262 02
Plymouth, "	11,052 76	12,768 25	23,821 16
Dighton, "	2,414 28	6,524 12	8,938 40
New Bedford, "	73,627 47	11,755 67	85,383 19
Barnstable, "	4,456 09	44,704 86	49,160 00
Edgartown, "	5,120 29	1,059 37	6,179 66
Nantucket, "	26,658 15	4,685 22	31,343 37
Providence, Rhode Island	10,225 75	6,688 16	16,913 91
Bristol, "	13,134 70	3,212 42	16,347 17
Newport, "	6,892 08	4,323 92	11,216 05
Middletown, Connecticut	1,274 85	12,518 38	13,793 28
New London, "	22,272 02	21,251 76	23,523 78
New Haven, "	3,911 65	5,521 61	9,433 31
Fairfield, "	992 57	13,009 56	14,062 18
Vermont, Vermont	.....	4,250 00	4,250 00
Champlain, New York	.....	1,694 16	1,694 16
Sackett's Harbor, "	.....	3,717 04	3,717 04
Oswego, "	.....	6,582 52	6,582 52
Niagara, "	.....	119 81	119 81
Genesee, "	.....	408 71	408 71
Oswegatchie, "	.....	1,894 54	1,894 54
Buffalo Creek, "	.....	9,615 44	9,615 44
Sag Harbor, "	11,109 07	6,724 60	17,833 67
New York, "	169,922 32	231,049 47	400,971 79
Cape Vincent, "	.....	1,169 16	1,169 16
Perth Amboy, N. Jersey	595 92	15,478 37	16,044 34
Bridgetown, "	.....	13,725 73	13,725 73
Camden, "	.....	3,929 63	3,929 63
Newark, "	1,060 59	5,337 00	6,397 59
Burlington, "	.....	3,929 63	3,929 63
Little Egg Harbor "	.....	4,651 27	4,651 27
Great Egg Harbor "	.....	15,783 39	18,783 39
Philadelphia, Pennsylvania	42,266 21	45,080 30	87,346 51
Presque Isle, "	.....	3,216 04	3,216 04
Pittsburgh, "	.....	11,864 71	11,864 71
Wilmington, Delaware	1,398 71	15,372 71	16,771 50
Baltimore, Maryland	25,083 77	35,189 66	60,273 48

TONNAGE OF THE UNITED STATES, CONTINUED.

DISTRICTS.		Registered tonnage.	Enrolled and licensed tonnage.	Total ton- nage of each district.
Oxford,	Maryland	....	13,227 53	13,227 53
Vienna,	"	479 85	15,703 28	16,183 18
Snow Hill,	"	....	7,833 38	7,833 38
Annapolis,	"	....	4,533 31	4,533 31
St. Mary's,	"	....	2,461 03	2,461 03
Georgetown,	District of Columbia	2,690 25	5,965 57	8,655 82
Alexandria,	"	3,920 26	6,721 03	10,641 29
Norfolk,	Virginia	2,025 59	14,236 68	16,263 32
Petersburg,	"	2,218 78	2,641 26	4,860 09
Richmond,	"	2,551 13	2,596 13	5,147 26
Yorktown,	"	....	962 81	962 81
East River,	"	334 22	4,867 57	5,201 79
Tappahannock,	"	214 86	3,849 77	4,064 68
Folly Landing,	"	....	4,034 65	4,034 65
Yeocomico,	"	....	3,265 47	3,265 47
Cherry Stone,	"	60 04	1,886 62	1,947 66
Wilmington,	North Carolina	7,992 53	2,779 47	10,772 05
Newbern,	"	1,871 01	1,409 04	3,280 05
Washington,	"	1,198 13	2,572 35	3,770 48
Edenton,	"	2,138 66	4,431 73	6,570 44
Camden,	"	920 88	5,840 60	6,761 53
Beaufort,	"	....	1,264 84	1,264 84
Plymouth,	"	389 37	1,020 73	1,410 15
Ocracoke,	"	1,155 82	1,216 04	2,371 86
Charleston,	South Carolina	10,684 55	13,836 87	24,527 47
Georgetown,	"	1,163 64	2,733 64	3,897 33
Beaufort,	"	....	1,264 84	1,264 84
Savannah,	Georgia	9,284 49	7,384 17	16,668 66
Sunbury,	"	....	100 59	100 59
Brunswick,	"	404 24	1,047 62	1,451 86
St. Mary's,	"	922 73	408 10	1,330 83
Cuyahoga,	Ohio	....	9,495 72	9,495 72
Sandusky,	"	....	1,467 42	1,467 42
Cincinnati	"	....	10,376 36	10,376 36
Miami,	"	....	2,806 91	2,806 91
Nashville,	Tennessee	....	5,481 36	5,481 36
Louisville,	Kentucky	....	7,734 00	7,734 00
St. Louis,	Missouri	....	9,373 00	9,373 00
Detroit,	Michigan	....	8,651 52	8,651 52
Michillimackinac,	"	....	1,196 04	1,196 04
Mobile,	Alabama	8,203 22	7,904 09	16,107 31
New Orleans,	Louisiana	39,593 08	64,833 03	104,426 11
Pensacola,	Florida	807 55	2,152 61	2,960 21
St. Augustine,	"	....	1,181 36	1,181 36
Apalachicola,	"	719 42	1,507 79	2,227 26
Key West,	"	1,191 56	1,014 19	2,205 75
Wheeling,	Virginia	....	305 34	305 34
Total		822,591 86	1,173,047 89	1,995,639 80

USURY.

A correspondent of the New York Evening Post inquires, if the capitalists in our city, who have been recently seduced by the temptation of the United States post notes at one and a half per cent interest per month, have not made themselves liable to the penalties of our usury laws. The Revised Statutes define usury to be taking more than seven per cent per annum, for interest or forbearance, &c. The law "to prevent usury," passed in 1837—declares (Sec. 6)—that any person who shall "directly or indirectly" receive more than seven per cent per annum, &c., shall be deemed guilty of a "misdemeanor," and be punishable by "fine and imprisonment."

COMMERCE OF MARYLAND, FROM 1789 TO 1833.

Years.	EXPORTS.			Imports.	Duties on foreign merchandise imported.	Drawbacks on foreign merchandise.	Registered tonnage.
	Domestic.	Foreign.	Total.				
1791	....	....	2,239,691	....	641,646	13,585	34,492 00
1792	....	....	2,623,808	....	481,534	24,039	42,993 00
1793	....	....	3,635,056	....	930,023	54,643	26,792 74
1794	....	....	5,686,191	....	1,226,139	407,639	38,007 77
1795	....	....	5,811,380	....	1,340,704	789,167	48,007 53
1796	....	....	9,201,315	....	1,633,051	842,803	46,314 82
1797	....	....	9,811,799	....	2,008,006	834,090	55,964 46
1798	....	....	12,746,190	....	2,332,489	1,483,322	63,480 92
1799	....	....	16,299,609	....	2,548,170	1,357,230	81,446 81
1800	....	....	12,244,331	....	1,924,431	1,263,406	81,508 36
1801	....	....	12,767,530	....	2,157,649	1,135,717	55,986 30
1802	....	....	7,914,225	....	1,404,547	754,479	43,295 72
1803	3,707,040	1,371,022	5,078,062	....	1,193,822	249,314	46,487 49
1804	3,938,840	5,213,039	9,151,939	....	2,174,169	638,062	53,842 13
1805	3,408,543	7,459,937	10,859,480	....	2,231,284	1,142,356	62,004 93
1806	3,631,131	10,919,774	14,580,905	....	2,904,165	1,442,461	71,819 92
1807	4,016,699	10,222,285	14,298,984	....	3,006,430	1,337,123	79,722 49
1808	764,922	1,956,114	2,721,106	....	1,063,643	449,852	74,699 43
1809	2,570,957	4,056,369	6,627,326	....	1,021,680	848,238	88,188 55
1810	3,275,904	3,213,114	6,489,018	....	1,396,942	450,617	90,045 16
1811	4,553,582	2,281,405	6,833,987	....	1,082,864	345,267	68,457 85
1812	3,956,093	1,929,886	5,885,979	....	2,196,147	404,692	80,203 33
1813	2,782,073	1,005,792	3,787,865	....	493,243	316,502	64,780 67
1814	238,235	10,199	248,434	....	3,950	3,626	64,149 09
1815	4,086,274	950,327	5,036,601	....	4,151,273	125,071	88,161 22
1816	4,834,490	2,504,277	7,338,767	....	3,572,070	565,051	83,123 67
1817	5,887,884	3,046,016	8,933,930	....	2,912,415	510,623	74,212 26
1818	4,945,322	3,625,412	7,570,734	....	2,386,815	404,243	44,731 67
1819	3,648,067	2,278,149	5,926,216	....	1,938,272	281,602	47,149 38
1820	4,681,598	1,927,766	6,609,364	....	1,062,065	485,150	44,850 01
1821	2,714,850	1,135,544	3,850,394	4,070,842	963,348	227,487	46,613 24
1822	3,496,993	1,039,803	4,536,796	4,792,486	1,334,098	136,941	50,429 52
1823	3,173,112	1,857,116	5,030,228	4,946,179	1,225,846	265,179	51,546 09
1824	3,549,957	1,313,276	4,863,233	4,551,442	1,174,188	252,078	33,412 80
1825	3,092,365	1,408,939	4,501,304	4,751,815	1,339,043	259,884	59,499 38
1826	2,947,352	1,063,396	4,010,748	4,923,569	1,294,054	196,319	62,127 28
1827	3,457,691	1,058,715	4,516,406	4,405,708	1,470,607	218,081	60,627 14
1828	3,107,819	1,226,603	4,334,422	5,629,694	1,549,883	224,168	66,640 49
1829	3,662,273	1,142,192	4,804,465	4,804,135	1,612,967	271,394	31,194 29
1830	3,075,985	715,497	3,791,482	4,523,866	1,312,231	225,176	24,430 24
1831	3,730,506	578,141	4,308,647	4,826,577	1,470,154	147,304	25,959 51
1832	3,015,873	1,484,045	4,499,918	4,629,303	1,069,064	194,443	27,401 44
1833	3,301,014	761,453	4,062,467	5,437,057	870,906	113,400	27,635 88
1834	3,012,708	1,155,537	4,168,245	4,647,483	673,141	82,041	33,811 72
1835	3,176,866	748,368	3,925,234	5,647,153	960,240	30,454	33,806 54*
1836	3,028,916	645,559	3,675,475	7,131,867	1,487,947	41,679	33,245 51*
1837	3,365,173	424,744	3,789,917	7,857,033	....	....	35,340 02*
1838	4,165,168	359,407	4,524,575	5,701,869	....	....	25,563 87

* Ending September 30.

STEAM VESSELS ON THE ATLANTIC FOR 1840.

The number of steam ships which will ply to the different points on the Atlantic, in 1840, is forty-two; the aggregate horse power of which will be eighteen thousand and forty-eight; and of fifty-eight thousand two hundred and sixty tons. These are to be fitted out by the English and French governments.

COMMERCE OF VIRGINIA, FROM 1789 TO 1838.

Years.	EXPORTS.			Imports.	Duties on foreign merchandise imported.	Drawbacks on foreign merchandise.	Registered tonnage.
	Domestic.	Foreign.	Total.				
1791	....	....	3,130,865	....	805,887	905	33,239 00
1792	....	....	3,552,825	....	461,753	1,736	32,545 00
1793	....	....	2,937,008	....	392,458	2,857	23,997 72
1794	....	....	3,321,636	....	423,520	23,076	26,130 13
1795	....	....	3,430,041	....	455,936	49,281	31,767 28
1796	....	....	5,268,655	....	633,209	43,707	36,278 26
1797	....	....	4,903,713	....	692,537	70,252	40,936 41
1798	....	....	6,113,451	....	677,278	25,838	43,657 58
1799	....	....	6,292,956	....	1,012,205	89,500	46,858 68
1800	....	....	4,430,689	....	759,776	90,705	41,838 47
1801	....	....	5,655,574	....	822,153	59,139	44,850 92
1802	....	....	3,978,363	....	726,564	29,884	31,943 87
1803	5,949,267	151,441	6,100,708	....	749,181	25,553	37,832 24
1804	5,391,903	395,098	5,790,001	....	938,929	33,723	33,614 11
1805	4,945,635	6,0935	5,605,620	....	954,747	135,108	37,674 19
1806	4,623,687	428,709	5,055,396	....	762,815	119,876	34,015 29
1807	4,393,521	367,713	4,761,234	....	617,526	104,494	23,503 05
1808	508,124	18,349	523,473	....	132,749	6,259	29,485 28
1809	2,785,161	107,964	2,834,125	....	306,618	38,451	36,699 29
1810	4,632,829	189,782	4,822,611	....	510,124	46,543	45,339 78
1811	4,798,612	23,195	4,822,307	....	214,305	9,012	28,744 71
1812	2,933,493	17,619	3,001,112	....	707,372	6,962	32,720 86
1813	1,819,414	308	1,819,722	....	137,123	14,392	25,938 68
1814	17,581	....	17,581	....	23,801	5,283	22,514 47
1815	6,632,579	44,397	6,676,976	....	1,202,739	4,597	31,152 40
1816	8,115,890	96,970	8,212,860	....	1,268,336	32,080	26,059 66
1817	5,531,238	60,204	5,621,442	....	794,522	37,903	27,569 23
1818	6,911,414	74,832	7,016,246	....	891,887	16,983	23,534 03
1819	4,358,784	35,537	4,392,321	....	496,794	16,485	16,147 54
1820	4,549,137	8,820	4,537,957	....	336,510	8,093	16,797 58
1821	3,026,169	53,040	3,079,209	1,078,490	248,593	3,740	12,216 06
1822	3,209,852	7,537	3,217,389	864,162	263,424	1,572	8,960 93
1823	4,000,914	5,874	4,006,788	681,810	259,748	8,665	11,139 86
1824	3,276,478	1,083	3,277,564	639,787	219,319	6,605	10,759 39
1825	4,122,340	7,180	4,129,520	553,562	192,269	5,602	10,572 80
1826	4,596,077	655	4,596,732	635,438	224,472	6,112	13,724 29
1827	4,646,737	11,201	4,657,938	431,765	172,889	10,162	14,239 58
1828	3,324,616	15,569	3,340,185	375,238	142,308	5,992	15,627 08
1829	3,783,493	3,938	3,787,431	395,352	197,717	1,079	14,505 79
1830	4,788,804	2,480	4,791,644	405,739	189,850	9,314	10,061 43
1831	4,149,936	1,489	4,150,475	488,522	219,128	2,950	12,400 13
1832	4,493,916	16,734	4,510,650	553,639	191,945	9,738	13,784 79
1833	4,459,534	8,053	4,467,587	690,391	199,469	2,475	17,038 30
1834	5,469,240	13,853	5,483,098	837,325	163,887	393	18,966 70
1835	6,054,445	8,618	6,064,063	691,255	2,702,55	344	19,737 62
1836	6,044,028	148,012	6,192,040	1,106,814	300,762	6,223	16,501 37
1837	3,699,110	3,604	3,702,714	813,823	....	....	8,299 64
1838	3,977,895	8,333	3,986,228	577,142	....	....	7,405 82

UNITED STATES COMMERCIAL AND STATISTICAL REGISTER.

This is a weekly publication of 16 large octavo pages, published at Philadelphia by Samuel Hazard, well and favorably known as the editor of the Pennsylvania Register. Thirteen numbers have already appeared, and they contain a number of important official documents, and statistical tables on a variety of subjects. The tables which appeared in our August and September numbers, exhibiting at a glance the commerce of New York, Pennsylvania, and Massachusetts, were compiled by Mr. Hazard for that work, where they were originally published.

MERCANTILE MISCELLANIES.

MERCANTILE LIBRARY ASSOCIATION.

We learn with pleasure that the Board of Directors of this Institution, are rapidly completing their arrangements for the delivery of Lectures upon various scientific and literary subjects the ensuing winter.

Lectures have now become deservedly popular in this country. They afford both amusement and instruction, and are well adapted to the wants of a commercial community. The hours devoted to business by the merchant frequently unfit his mind for the investigation of many subjects, of which it is important he should possess some knowledge. Lectures are eminently calculated to remedy this difficulty; men of science and general learning are thus permitted to unlock their minds for the general benefit of the community, and the man of business feels a relaxation at the time he is receiving instruction of the most valuable nature.

Boston is perhaps in advance of any other city of the union, in regard to the popularity of lectures. It is not uncommon to have four different lecture rooms crowded upon the same evening. Judging, however, from the past, we are disposed to believe that New York will become a strong rival to our sister city the coming season. This method of communicating knowledge should be general, in consequence of its tendency to elevate the moral and intellectual character of the community.

Having seen the list of lecturers engaged by the Association, we may safely say, that the ensuing courses of lectures will be of a brilliant character, and give additional reputation to this valuable institution.

Mr. William Wood, one of the earliest and most zealous friends of the Mercantile Library Association of this city, has recently presented to the institution an excellent portrait of Mr. James Maury, framed with a part of the wreck of the long boat of the ship Republic. Mr. Maury is an old merchant, (being now ninety-three years of age,) and was formerly United States Consul at Liverpool.

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 AN ILLUSTRATED ATLAS OF THE UNITED STATES AND THE ADJACENT COUNTRIES.

By T. G. Bradford.

This work is so largely devoted to commercial topics, and is in its general nature so useful to merchants, that a notice of it may be regarded as coming directly within the scope of our work. It is, moreover, a production that may fairly claim our attention, regarded only as furnishing evidence of the advanced state of the book-making art in this country, and of the taste for geographical knowledge, evinced by the demand which has brought such an atlas before the public. That we do not by any means overrate the superiority of this work, may be shown by the fact, that it has been recently adopted by the Secretary of the Navy of the United States, as one of the works to be furnished to our public ships; and moreover, we see by a late London periodical of high character, that in that capital of luxurious typography, this work extorts admiration, not only for its great literary and scientific value, but for the elegance, beauty, and perfection of its maps, paper, and print.

The work embraces about forty maps, on a large scale; one is devoted to each state, and every town appears to be given. There are, also, maps of the Canadas, of North America, an excellent map of Texas, and a very fine one of the West Indies. There are 172 large imperial folio pages of illustrations, letter press, geographical, historical, and

commercial. This portion of the work does infinite credit to the diligence, accuracy, and ability of the editor.

We cannot but deem the work one that claims the patronage of the public—for to merchants, students, &c., it must be invaluable. It is, moreover, so liberally got up, that we feel desirous of seeing it supported by a corresponding liberality on the part of the community.

GLASS WORKS AT SANDWICH, MASS.

The yards and buildings of this establishment cover six acres of ground. It employs two hundred and twenty-five workmen, who, with their families, occupy sixty dwelling houses. The raw materials used, per annum, are, glass, 600 tons; red lead, 700,000 pounds; pearlash, 450,000 pounds; Salt Petre, 70,000 pounds. They consume 1100 cords of pine wood, 700 cords of oak wood, and 100,000 bushels of bituminous coal. Seventy tons of hay and straw are used for packing the glass. The amount of glassware manufactured, is \$300,000 per annum; said to be superior to any other manufactured in America, and equal to any in Europe. By the application of heated air from the steam engine, to pans containing sea water, they manufacture about 3000 bushels of salt, per annum; and all the ashes is leached, and the ley converted to potash. It is said that the mere saving to the company, by this species of economy, which is carried through every department, is sufficient to pay a handsome dividend on the stock.

COMPARATIVE WAGES OF ENGLISH AND FOREIGN OPERATIVES.

Operatives are paid in

France.....	5s. 6d.	per week of 72 hours.
Switzerland.....	5s. 5d.	82
Austria.....	4s. 0d.	72
Tyrol.....	3s. 9d.	88
Saxony.....	3s. 6d.	72
Bona, on the Rhine.....	2s. 6d.	84

The average wages being a fraction under 4s. per week. The average wages paid to hands similarly employed in England, but for fewer hours, being 12s. a week.

INFORMATION TO SHIPPERS TO HOLLAND AND THE NORTH OF EUROPE ON MEASUREMENT GOODS.

A correspondent of the New York Courier and Enquirer states, that a merchant lately shipped on board of a *foreign* vessel 31 tons of wood as per inspection measurement, or 42 tons freight measure per sworn inspector. On the margin of the bill of lading tons 68½ was marked by the consignee of the vessel. This measurement was objected to by the shipper, and the answer he received was, that the measurement not being written in the body of the bill of lading, of course if objected to by the consignees, the goods could be remeasured at the port of landing. The consignees write that neither the captain nor the owners would allow a remeasurement, nor could they be forced by law, and state that the shipper here ought to have sent out a protest by the vessel. For a want of which document, the shipper loses more than \$200.

MANUFACTURE OF GUM ELASTIC IN HAVANA.

We understand that strenuous exertions are being made by the Royal Patriotic Society of Havana, to introduce the cultivation of the *Ficus Elastica* into the island of Cuba, the soil and climate of which is supposed to be peculiarly suited to this species of industry. Caoutchouc, or Gum Elastic, is the product of a numerous variety of trees and shrubs; but the best qualities hitherto known, are extracted from the *Castilla Elastica* and *Ficus Elastica*. The multifarious uses to which this substance is at present applied, render it an object of great consequence; and we cannot but applaud the enterprising spirit manifested by the "faithful Habaneros," and the giant strides made by them in the development of the resources of the island. What a contrast there is between this colony and the mother country!