

Morals on the margins: commerce, trust and public service in Louisbourg, 1758-60

The town and fortress of Louisbourg lay on the margins of empire between 1758 and 1760. Founded in 1713 by the French monarchy to control the entrance to the St Lawrence River and to support the fishery on the Grand Banks, its strategic location gave it considerable military and economic importance, and commercial networks emerged in New England to take advantage of its role as a producer, consumer and entrepôt. After it was occupied by Britain in 1758 in the Seven Years War its future became uncertain, but opportunities for profit remained, at least until its massive fortifications were demolished in 1760 and the town itself abandoned. At this remote outpost of empire, morality and the trust it created became important factors in both private commerce and public service. Institutional structures such as law courts helped to police contracts and punish malfeasance in this period, as did the circulation of information about rates, prices and reputations, but these were not always enough to overcome informational asymmetries and the principal-agent problems they caused. This was exacerbated in Louisbourg between 1758 and 1760, where the laws and customs which regulated trade under French rule had broken down, and the market itself was fluid and unpredictable, creating major problems for New England merchants hoping to profit by trading with the new imperial garrison. Commerce was only made possible and practical by mercantile networks structured around mutual trust, grounded not just in shared self-interests but also the moral connections that existed between family and friends and stretched even to the edge of empire.

As Francesca Trivellato, David Hancock and Sheryllyne Haggerty have shown for widely-separated mercantile networks in this period, merchants consistently used friends and family as their agents, grounding their networks ultimately in morality and the obligations which society dictated they owed each other.¹ This included a set of cultural languages based around shared duties and interests and the maintenance of a 'good correspondence', creating in effect a mercantile morality which enabled principals to allow their agents to operate freely by creating a set of common expectations about how commercial actors would behave. It was also grounded on a much broader and more fundamental social morality, understood here as the forms of right conduct and behaviour that individuals within the society of the British Atlantic owed to others in general and family and friends in particular, such as honesty, integrity, loyalty and reciprocity. Trust was thus a product of morality as well as self-interest, since both provided sanctions and incentives that helped assure principals that their agents would protect their interests. Although several such networks in the Mediterranean, the Atlantic and the Indian Ocean have now been studied, this study looks at the experiences of William Clarke, a Boston merchant working at Louisbourg during the British occupation, to show that such moral elements became even more important in the uncertain conditions at the edge of empire, but also that merchants frequently faced multiple and even irreconcilable moral imperatives. Beyond the potential clash between personal and mercantile morality, the dictates of law and the

¹ Francesca Trivellato, *The familiarity of strangers: the Sephardic diaspora, Livorno, and cross-cultural trade in the early modern period* (London, 2009); David Hancock, *Citizens of the world: London merchants and the integration of the British Atlantic community, 1735-1785* (Cambridge, 1995); Sheryllyne Haggerty, *'Merely for money?': business culture in the British Atlantic, 1750-1815* (Liverpool, 2012). For an overview, see Aaron Graham, 'Review Article: Mercantile networks in the early modern world', *Historical Journal*, 56 (2013) pp. 279-95

chances for government contracting created moral obligations rooted in patriotism and public service which might cut across those which William owed to his family and his employers. A focus on Louisbourg, where these various moral dilemmas were both more important than usual and much more clear cut, due to the smaller scale on which commerce operated, therefore shows that commerce in this period could be as much a moral as a technical exercise, as merchants tried to juggle the overlapping and often irreconcilable moral imperatives they owed to various private and public parties.

-I-

Personal networks carried out much of the trading between New England and the town of Louisbourg between its foundation in 1713 and the capture of the fortress in July 1758. As Julian Gwyn, Christopher Moore and Donald Chard have shown, the town sat at one corner of a rich triangular trade, which saw New England provisions clandestinely exchanged for sugar, molasses and rum imported to Louisbourg from the French West Indies in return for dried fish, timber and other essentials.² Major

² Christopher Moore, 'The other Louisbourg: trade and merchant enterprise in Ile Royale, 1713-58', *Histoire Sociale/Social History*, 12 (1979) pp. 79-92; Donald F. Chard, 'The price and profits of accommodation: Massachusetts-Louisbourg trade, 1713-44', *Seafaring in colonial Massachusetts* (Boston, 1980) pp. 132-51; Julian Gwyn, *Excessive expectations: maritime commerce and the economic development of Nova Scotia, 1740-1870* (Montreal, 1998) pp. 16-39; Julian Gwyn, 'Comparative economic advantage: Nova Scotia and New England, 1720s-1860s', in Stephen J. Hornsby and John G. Reid (eds.), *New England and the Maritime Provinces: connections and comparisons* (Montreal & Kingston; London; Ithaca, 2005) pp. 94-107; A. J. B. Johnston, *Endgame 1758: the promise, the glory, and the despair of Louisbourg's last decade* (Lincoln, NB, 2007) pp. 50-3, 88-92, 104-10.

New England trading partnerships such as the Pepperrells of Picaqata in Maine or Peter Faneuil of Boston maintained networks of trusted agents to manage this trade. For example, Faneuil not only shipped rum, sugar, salt, fish, cocoa, wine and silks from Louisbourg in the 1730s but also wrote directly to merchants in France to organise commerce, via his trusted intermediary Christopher Kilby, a merchant based in Nova Scotia.³ As the trade was banned by British and French officials there were great risks involved, even if French officials generally turned a blind eye in order to maintain the flow of provisions and allowed the courts to enforce illegal contracts, and so the merchants in the trade had to trust the agents who acted on their behalf.⁴ For French officials, their public duty to turn Louisbourg into a bastion of French power and a strategic redoubt against British aggression justified their relaxation of the rules. Kilby also acted for the merchant Thomas Hancock of Boston, and was later key in securing him a part of the provisioning contract for the garrison at Louisbourg under British occupation between 1744 and 1749, worth at least £50,000 in total.⁵ When the illicit trade resumed between 1749 and 1755 after Louisbourg was returned to France, the Halifax merchant Joshua Mauger likewise relied on a network

³ Chard, 'Price and profits', pp. 133, 144-9; Byron Fairchild, *Messrs. William Pepperrell: Merchants of Piscataqua* (Ithaca, NY, 1954) pp. 57-63, 98-102, 131-8; William G. Godfrey, *Pursuit of profit and preferment in colonial North America : John Bradstreet's quest* (Waterloo, ON, 1982) pp. 12-21

⁴ Moore, 'Other Louisbourg', pp. 88-90; A. J. B. Johnston, *Control and order in French colonial Louisbourg, 1713-1758* (East Lansing, MI, 2001) pp. 24-34, 251-3

⁵ William T. Baxter, *The House of Hancock: business in Boston, 1724-1775* (Cambridge, MA, 1945) pp. 95-7, 100-3, 105; Fairchild, *Pepperrell* p. 183; Donald F. Chard, 'The impact of Ile Royale on New England, 1713-1763', (Unpublished PhD thesis, University of Ottawa, 1976) pp. 97, 109-19; Chard, 'Price and profits', pp. 147-9; Gwyn, *Excessive expectations* pp. 17-18

of trusted agents to effect it.⁶ The established pattern of trade between Louisbourg and New England was therefore dominated before 1755, as elsewhere, by networks held together by trust and by the moral imperatives underlying linkages of family and friendship, which in this case also cut across the broader and more diffuse moral obligations of patriotism and public service. British officials complained bitterly about the moral shortcomings of colonial merchants who let themselves be guided by self-interest or their misplaced loyalty to friends and family into trading with the enemy and abandoning the moral and patriotic duty they owed to the metropole.⁷

Warfare disrupted these networks between 1755 and 1758, and when commerce resumed after the British capture of Louisbourg, trust and morality became even more important because the territory had now moved into a new, fluid and very uncertain legal and commercial space. A royal decree of 7 October 1758 annexed the town to Nova Scotia, which had only recently 'received' or adopted the English common law and courts, and the final status of Louisbourg would depend on the peace treaty; it had, after all, previously been handed back to France in 1749 after five years of occupation.⁸ The military situation also created an uncertain market. The French

⁶ Chard, 'The impact of Ile Royale on New England, 1713-1763', pp. 215-44; Moore, 'Other Louisbourg', pp. 92-5; Gwyn, *Excessive expectations* pp. 16-20, 26, 28-9; Julian Gwyn, "'A slave to business all my life": Joshua Mauger, c. 1712-1788: the man and the myth', *Journal of the Royal Nova Scotia Historical Society*, 7 (2004) pp. 38-62; Johnston, *Endgame 1758* pp. 46-53

⁷ Thomas Truxes, *Defying Empire: trading with the enemy in colonial New York* (New Haven, CT; Yale University Press, 2010); Thomas C. Barrow, *Trade and empire: the British customs service in colonial America, 1660-1775* (Cambridge: Cambridge University Press, 1967)

⁸ Johnston, *Endgame 1758* p. 277; James Muir, *Law, debt, and merchant power: the civil courts of eighteenth-century Halifax* (Toronto; Buffalo; London, 2016) pp. 34-5

garrison and settlers across Cape Breton were deported and replaced with a British garrison.⁹ This market swelled in early 1759 when Louisbourg became a staging post for the expedition against Quebec, then declined after the expeditionary force left, and shrunk almost to nothing after new instructions were received from Britain early in 1760 to demolish the fortifications of Louisbourg and evacuate the garrison, leaving only a few small fishing and farming settlements. Although the garrison of several thousand troops at Louisbourg between 1758 and 1760 was therefore potentially a profitable market for merchants in New England, who might expect to sell provisions, alcohol, clothing and other essentials to soldiers without other sources of supply, it was now an even more unpredictable one, existing on the uncertain margins of empire without even the formal and informal laws and customs which had helped to regulate trade under French rule.¹⁰ The experiences of William Clarke during this period show that morality remained a crucial component in commerce in this period, by providing the trust which enabled mercantile and financial networks in New England to operate effectively even within this uncertain and fluid market.

-II-

William Clarke arrived at Louisbourg in August 1758 as the commission agent or factor to the Boston houses of Messrs Clarke & Lee, in which his brother Edward was partner, and Joseph Dommett & Co, a Boston merchant and shipowner. The Clarke

⁹ Chard, 'The impact of Ile Royale on New England, 1713-1763', pp. 278-304; Johnston, *Endgame 1758* pp. 273-80, 284-6. For a comparison with the occupation of 1744-9, see Chard, 'The impact of Ile Royale on New England, 1713-1763', pp. 123-38.

¹⁰ For the opportunities of supply between 1755 and 1758, see Chard, 'The impact of Ile Royale on New England, 1713-1763', pp. 263-9.

family were among the leading merchants in the town, and William's father Richard was chosen in 1773 as one of the agents for the sale of the East India Company's tea. An obituary of William after his death in December 1760 recorded that 'he was a young gentleman of very valuable and amiable accomplishments: he distinguished himself in the mercantile life, his mind was adorned with the social virtue, and his bloom and youth was ripening fast into great usefulness to mankind'.¹¹ As a commission agent, William's role was to sell the goods sent to him in Louisbourg by his principals in Boston in exchange for a fixed commission or percentage of their total value. The ledgers of Clarke & Lee for the period between 1758 and 1760 show that the house was a mid-size and fairly typical Boston mercantile partnership, closely resembling other firms such as Thomas Hancock or William Pepperrell, not least in conducting a series of triangular or quadrangular trades between Boston, Louisbourg, Halifax, Britain and the West Indies.¹² William was clearly chosen for his familial connections, which imposed a moral obligation on him to observe the interests of his family and their commercial partners and agents, creating a much broader web of obligations which served to advanced their interests. For instance, after the fall of Quebec, Clarke & Lee appointed William's nephew or cousin Jonas Clarke Minot as their agent there. 'I take the freedom to recommend him to your notice', Edward told

¹¹ Boston Gazette, 26 Jan 1761, 'Obituary of William Clarke'. He should be distinguished from his uncle Dr William Clarke, who died in June 1760, had served as surgeon to the British garrison at Louisbourg in 1745, and wrote in 1755 a tract on imperial rule entitled *Observations On the late and present Conduct of the French, with Regard to their Encroachments upon the British Colonies in North America* (Boston, 1755)

¹² New England Historical and Genealogical Society, Boston, MA, MS 1051/2/8, Clarke & Lee Account Book, 1758-61, pp. 1-12. Truxes, *Defying empire* pp. 72-104; Baxter, *House of Hancock* pp. 45-55, 69-75, 85-95, 113-18; Fairchild, *Pepperrell* pp. 48-82, 88-141

William in July 1760, '... and any assistance you may afford him I shall esteem an addition to the many favours bestowed on [me]', and William duly obliged.¹³ Clarke & Lee therefore proposed to address the problems of trade on the edge of empire through a series of interlocking moral obligations cemented by familial connections, and the moral duties of integrity, honesty and loyalty which society dictated people owed to their extended families. William's letters to Clarke & Lee between July 1758 and June 1759, and theirs to him from May 1759 to November 1760, illustrate how this set of commercial morals worked in practice to help regulate their business.

William's task was not easy. He arrived immediately after the conquest on 12 August and reported that the town was still in 'the greatest confusion', with French prisoners being embarked on ships back to Britain and the garrison in disorder.¹⁴ Goods taken from French merchants as prizes had been put up for sale in bulk, reducing prices.¹⁵ 'I find it very difficult to turn off even the poultry and tools from the deck, and till that is done I cannot come at anything in the hold, as I cannot yet get a store on shore', he added, and was not able to secure one until November.¹⁶ He then had to decide whether to sell his goods directly to the garrison and the small community of settlers and traders, or to turn them over to a local retailer with better contacts. For instance, in November 1758 he sold twelve barrels of sugar to a local retailer on five weeks credit. 'The person whom I credited with it pays very well', William told

¹³ Massachusetts Historical Society, Boston, MA, Bromfield and Clarke Papers, Box 1, Folder1 [hereafter MHS, B&C Papers], EC to WC, 31 July 1760, 22 September 1760; and to Jonas Clarke Minot, 22 August 1760.

¹⁴ NEHGS, MS 1051/1/1, WC to C&L, 12 August 1758; Johnston, *Endgame 1758* pp. 273-4

¹⁵ NEHGS, MS 1051/1/1, WC to C&L, 14 August 1758.

¹⁶ NEHGS, MS 1051/1/1, WC to C&L, 14 September 1758, 24 September 1758, 19 October 1758.

Clarke & Lee, '[and] this I thought more for your interest than retailing it here in my present unsettled situation'.¹⁷ He also had to keep track of the current and potential prices of a very wide range of commodities, which then had to be ordered from Boston several months before they were needed. For example, a typical set of letters on 8 January 1759 gave the prices for limes, molasses, cider, sugar, apples, candles, potatoes, turnips, mutton, beef, lemons, sheep, chickens, turkeys and geese, and remarked that beef was now being offered at 4d rather than 3d per lb because several ships had arrived with further supplies.¹⁸ 'I thought it best to sell the remainder [of the beef] to the [provisions] contractors at the contract price', he wrote, '... [since] had these vessels arrived six hours before they did it would have reduced the price'. To Dommett he wrote a further note, saying that 'I think I have judged right with respect to this article', and that he anticipated a better market around February once the current stores had been consumed, 'but as you know what vessels and goods are coming from Boston to this place, you are [the best] judges'.¹⁹ The disordered and unpredictable situation therefore made it necessary for William's principals to let him use his own judgement, and to trust that he was doing so effectively and honestly.

This trust was provided by the family and friendship noted above, and reinforced by the continual assurances that William offered his principals in his letters of his deep concern for their interests. 'Your interest will be pursued with assiduity', Dommett was told in September 1758, and when he criticised William in February 1759 for selling the beef noted above at such a low price, William responded that 'upon the

¹⁷ NEHGS, MS 1051/1/1, WC to C&L, 14 November 1758.

¹⁸ NEHGS, MS 1051/1/1, WC to C&L, 8 January 1759, and to JD, 8 January 1759.

¹⁹ NEHGS, MS 1051/1/1, WC to JD, 8 January 1759.

whole, sir, I not only think you had as good a chance as others, but, upon examining, I trust you'll find (considering all circumstances) that it was improved to the best advantage, but this I submit'.²⁰ He warned Peter Boyer that it would be difficult to find a market for several barrels of shoes, since they were of French manufacture and unpopular with the regiments, '[but] you may depend that my endeavours to serve your interest shall not be wanting'.²¹ John Hurd was told to 'be assured that I have your interest at heart and shall do everything in my power to serve it'.²² Perhaps because the bonds of family were stronger, William felt less need to write to Edward in similar terms, though he nevertheless remarked on 18 May 1759 that the market remained in a depressed state '[but] I shall use my endeavours to dispose of your goods to the best advantage'.²³ A more powerful statement of this trust emerges from Edward's own letters to William between June 1759 and November 1760, when William gave up the profit from one transaction in January 1760 by putting it to the account of Clarke & Lee rather than himself. 'It is a thing quite contrary to my expectation or desire that you should deprive yourself of the benefit of a purchase which was originally made and intended for your own account', Edward told him, assuring William that 'nothing obtained in this forcible way from any person, especially from a brother, would afford me the least satisfaction ... I had rather lose ten times the value than accept an offer so much to your disadvantage'.²⁴ Both sides

²⁰ NEHGS, MS 1051/1/1, WC to C&L, 5 October 1758, 28 April 1759.

²¹ NEHGS, MS 1051/1/1, WC to Boyer, 13 November 1758, 8 February 1759, 27 April 1759, 28 April 1759.

²² NEHGS, MS 1051/1/1, WC to Hurd, 26 May 1759.

²³ NEHGS, MS 1051/1/1, WC to C&L, 18 May 1759.

²⁴ MHS, B&C Papers, EC to WC, 23 January 1760.

therefore had a very clear sense of their shared commercial interests and the familial obligations that they owed to each other.

The trust that Clarke & Lee had in their agent in Louisbourg therefore encouraged them to allow William the substantial amount of autonomy he required in order to meet the mercurial needs of the market there, confident that he had their own best interests at heart as well as his own. For example, William reported that lemons were selling for £6 per box in January 1759.²⁵ Clarke & Lee immediately bought four crates of lemons at £4 4s per box from John Pulling, a merchant in Boston, and sent them out to Louisbourg, but several other merchants had the same idea, and William reported in May that there was such a glut of lemons that the price had fallen almost fourfold to £1 5s per box.²⁶ In the meantime though, Clarke & Lee had bought ten more crates at the higher price of £4 5s 4d per box.²⁷ Edward took this disappointing news philosophically, writing that his brother should try to sell the lemons as soon as possible at any price while they were still fresh, or else despatch them to Halifax or back to Boston, where they might fetch about £4 per box.²⁸ 'If you can possibly push 'em off your way I had much rather you would do it upon the best terms you can', he told William, adding that '... I should be more uneasy as to this affair was it not for the confidence I have in your care for my interest, in which you have so often given me the strongest assurances.'²⁹ The lemons were eventually sent to Halifax, where

²⁵ NEHGS, MS 1051/1/1, WC to C&L, 8 January 1759

²⁶ NEHGS, MS 1051/1/1, WC to C&L, 8 January 1759, 26 May 1759, and MS 1051/2/8, Clarke & Lee Account Book, 1758-61, p. 2

²⁷ NEHGS, MS 1051/2/8, Clarke & Lee Account Book, 1758-61, p. 3

²⁸ MHS, B&C Papers, EC to WC, 12 June 1759, 15 June 1759.

²⁹ MHS, B&C Papers, EC to WC, 12 June 1759.

Edward's agent Francis White was given orders to sell them.³⁰ When a shipment of potatoes were sent to Louisbourg in May 1760 and also found a bad market, Edward likewise told William that the partners 'don't doubt your making the most of 'em for the benefit of those concerned'.³¹ The episode shows that Clarke & Lee felt secure enough in the overlapping moral obligations that William owed them to allow him to use his best judgement in representing their interests at Louisbourg.

The importance of morality in anchoring commercial trust within the networks that stretched between Louisbourg and Boston is best demonstrated by the moments when it came under strain, which led William's principals to question his judgement and to reconsider their decision to allow him autonomy. For instance, rum had been a major import into Louisbourg since 1713, for local consumption but also increasingly for re-export to Canada and New England for grain.³² British soldiers were entitled to a ration of half a pint of rum per day, so the maintenance of a garrison of several thousand men in 1759 and 1760 required several hundred gallons each day and thus considerable imports. Clarke & Lee had shipped over fifty barrels of New England rum to Louisbourg for sale immediately after they received reports of its capture.³³ However, William reported in August 1758 that only imports of British West India rum were being permitted by the military authorities, and that a number of barrels of

³⁰ MHS, B&C Papers, EC to WC, 15 June 1759; and to Francis White, 15 July 1759; NEHGS, Series B, Accounts, 1758-61, p. 4

³¹ MHS, B&C Papers, EC to WC, 31 July 1760.

³² See above n. 2 and A. J. B. Johnston, 'Alcohol consumption in eighteenth-century Louisbourg and the vain attempts to control it', *French Colonial History*, 2 (2002) pp. 61-76; Michael N. McConnell, *Army and empire: British soldiers on the American frontier, 1758-1775* (Lincoln, 2004) pp. 102, 131-5

³³ NEHGS, MS 1051/2/8, Clarke & Lee Account Book, 1758-61, pp. 1-2

New England rum – much of it illegally sourced from the French and Spanish West Indies, in breach of the Navigation Laws – had already been detected and destroyed.³⁴ ‘I can’t encourage you to ship any at present’, he told his brother in November, ‘as the risk of landing it is very great’, and even West Indian rum would carry a duty of 6d per gallon or nearly twenty percent of its retail price of 36d per gallon, so caution was therefore necessary.³⁵ William therefore had no choice but to send the shipment on to Halifax, where it would sell at a loss, ‘unless it can be introduced under the character of West India [rum], which I apprehend will be difficult if not impracticable’.³⁶ The only way to square the circle would therefore be to smuggle the rum into Louisbourg.

Under these circumstances, William considered it necessary to state both the strength and the limits of his moral obligations. ‘You may depend, sirs, that I shall use my best endeavours to serve your interest’, he told Clarke & Lee, ‘[but] running it would be attended with a very great risk, and being discovered would be very injurious to me, for which reasons I shall not attempt anything of that sort’.³⁷ He amplified this when the merchants wrote back to him in March 1759 asking why he had not attempted to smuggle the rum ashore, given that William was acting as a commission agent for them and would suffer no loss if the rum were detected and confiscated.³⁸ ‘Surely you must entertain a very mean opinion of me to think I would saddle you with a loss which belonged to myself’, he wrote, ‘and this, sir, I must take leave to say, that this is such conduct as I have ever endeavoured to avoid, and such suspicions

³⁴ NEHGS, MS 1051/1/1, WC to C&L, 29 August 1758.

³⁵ NEHGS, MS 1051/1/1, WC to C&L, 13 November 1758, 14 November 1758, 13 December 1758.

³⁶ NEHGS, MS 1051/1/1, WC to C&L, 23 December 1758, 31 December 1758, 8 January 1759.

³⁷ NEHGS, MS 1051/1/1, WC to C&L, 23 December 1758.

³⁸ NEHGS, MS 1051/1/1, WC to C&L, 28 April 1759.

I think I have a right to escape'. Although perhaps also concerned that his principals might, in that case, have then tried to foist the loss onto him rather than accepting it themselves, underlying this statement was an even more powerful worry that his brother and the other merchants might consider that he had failed in his obligations to them, by taking the easy way out at the expense of the more risky but also more profitable route. 'I never have expected or desired to make any other advantage than the commission by any goods consigned to me, and am therefore very sorry that such distrust and dissatisfaction should take place in the first business which I have transacted for you', he wrote to them, 'as I flattered myself that I might be able to carry it on to our mutual advantage, and I doubt not but upon examining into this transaction you will find I have done everything in my power for your interest'.

Tellingly, he said nothing about the patriotic moral obligation he might be under to obey these laws, placing his emphasis instead on the moral obligations he owed to his principals to provide them with effective commercial representation and agency. The balance of moral obligations slanted away from the public and towards the personal, epitomising the attitudes which frustrated officials attempting to enforce imperial law.

The problems of trade could therefore also cause great tensions, as merchants situated several weeks and a few hundred miles away tried to second-guess their agents, and to organise their own shipments on the basis of inadequate and outdated information. In these circumstances only the shared confidence that the agent ultimately had the best interests of the merchant at heart could maintain this relationship, and William's letter in this case should perhaps be seen as an attempt to uphold and reassert these norms by reminding his brother of the obligations that owed each other. Something similar was necessary in respect of a consignment of twenty cattle that Dommett had shipped

to Louisbourg early in 1759. William wrote that two had been injured during the voyage and had to be slaughtered, and would be sold to the hospital if possible for the use of the invalids, and reminded Dommett that both the army and the navy at Louisbourg were supplied with provisions by contractors who had their own sub-contractors in Britain, Ireland and New England, 'but you'll be assured that I shall make use of every argument that is likely ... to give a good price for these cattle, as an encouragement for supplying the fleet with refreshment'.³⁹ Two weeks later he was able to report that all but seven had been sold, at the lower prices noted above, but that the fleet and garrison still had no need of them, 'and there are no others that are able to buy, or at least who would purchase them without giving them a greater advantage than was consistent with your interest', he wrote, 'so that I think the method which I have gone into the most advantageous, and you may depend that I shall be very assiduous in disposing of those which are at present unsold'.⁴⁰ To forestall suspicions that he was once again failing in his personal obligations towards his principal, William therefore took steps to anticipate any questions about the market, to explain the situation, and to reassure Dommett that he was fully aware of the duties regarding the cattle that he owed to his correspondent and employer.

-III-

³⁹ NEHGS, MS 1051/1/1, WC to JD, 12 May 1759. For the provisions contractors, see Baxter, *House of Hancock* pp. 134-44; John W. Shy, *Toward Lexington: the role of the British Army in the coming of the American Revolution* (Princeton, NJ, 1965) pp. 332-6

⁴⁰ NEHGS, MS 1051/1/1, WC to Hurd, 26 May 1759.

Morality therefore played an important role in managing the process of trade on the margins of the commercial world, both between individual buyers and sellers, but merchants also had to juggle the further moral duties which they owed, or were judged to owe, to the colonial state. As noted above, the morality of breaching the Navigation Laws and smuggling New England rum into Louisbourg was of little concern to William. Merchants in this period were also accused of exploiting the state for profit when they served as contractors, not least Hancock, Apthorp and Kilby, who had supplied the garrison at Louisbourg with provisions between 1745 and 1749.⁴¹ In some respects William was no different. Almost as soon as he arrived in August 1758 he found out that the deputy-commissary of stores and provisions at Louisbourg would require several hundred hogsheads of molasses to brew beer for the garrison in winter and for the reinforcements that would arrive the next Spring.⁴² 'I should be glad if you would give me the earliest advice at what rate you would engage to supply [it]', William wrote to Clarke & Lee, informing them that the commissary would offer 22d per gallon, that the garrison would probably consume about 1,000 gallons per week, that the contract would soon be settled, '[and] if I could hear in time at what rate you would supply the molasses I might have the refusal of the contract, but shall not dare to venture unless he will give more than 22d per gallon'. By September the price had fallen to 20d per gallon, then 17½ d per gallon by October,

⁴¹ For examples of colonial contractors, see Lawrence H. Leder, 'Military victualling in New York', in Joseph R. Frese and Jacob Judd (eds.), *Business enterprise in early New York* (Tarrytown, NY, 1979) pp. 16-54; Fred Anderson, *A people's army: Massachusetts soldiers and society in the Seven Years War* (Chapel Hill, 1984) pp. 60-5; Mark Abbott Stern, *David Franks: colonial merchant* (University Park, PA, 2010) pp. 46-89 and the sources cited above n. 5.

⁴² NEHGS, MS 1051/1/1, WC to C&L, 21 August 1758. This may be connected with the brewery set up by Jacobs, Mackenzie and Buttar: see below n. 77.

before rebounding to 27d in December and 29d per gallon by February as the ice closed in and cut off shipping from Louisbourg.⁴³ A degree of personal connection between William and James Goldfrap, the deputy-commissary, therefore allowed him to give Clarke & Lee an advance warning of the need for molasses, though it did not arrive in time for them to take advantage of the opportunity and sell it to the government at the higher rates.

When Goldfrap began to plan for the vast amount of beer needed to succour forces in Louisbourg on their way to Quebec for the 1759 campaigning season, William was able to draw on these personal connections to try to corner the market in molasses and pre-empt shipments of molasses by other contractors. They might want at least 500 hogsheads or some 4,000 gallons at 28d per gallon, he wrote to his brother, a contract worth nearly £3,000, '[and] I therefore think that it can't be amiss to send a quantity of molasses to this place ... and the sooner you ship it the better, for I don't doubt I shall be able to get 2s 4d [i.e. 28d] per gallon if large quantities do not arrive.'⁴⁴ By 28 April the commissary was preparing the coppers for brewing and William reported that he hoped to get a good price for the molasses that Clarke & Lee had shipped him, 'as there is none in the garrison except what is in my hands'.⁴⁵ William put increasing pressure on both the commissary and even the governor to confirm the contract and purchase the remaining stores, especially since the price continued to rise and hit 30d per gallon on 28 May.⁴⁶ His aim was therefore to drive as hard a bargain as possible

⁴³ NEHGS, MS 1051/1/1, WC to C&L, 24 September 1758, 19 October 1758, 14 November 1758, 6 February 1759.

⁴⁴ NEHGS, MS 1051/1/1, WC to C&L, 3 April 1759.

⁴⁵ NEHGS, MS 1051/1/1, WC to C&L, 28 April 1759.

⁴⁶ NEHGS, MS 1051/1/1, WC to C&L, 10 May 1759, 23 May 1759, 28 May 1759.

with the British state, to such an extent that he overreached, and had to report to his brother on 9 June that Goldfrap had imported a large quantity of molasses directly from New York to drive down the price, and the army had also brought some 1,200 hogsheads of its own beer rather than brew it on site somewhere in Louisbourg.⁴⁷ 'In a few days there will be a contract for supplying the garrison with beer, as several persons have talked with me about the price, though no-one has yet made an offer for it', he wrote, by way of compensation, but nothing else was heard of this contract.

William Clarke therefore made extensive use of various personal connections with his brother and public officials, and the morality and trust which underlay both, but the aim was to profit at the expense of the state by making it pay the inflated prices that would arise from cornering the market in molasses. In that respect there is no sign that he conceived or felt any contradiction between his moral duty to his brother and employers to sell their goods for the greatest possible profit, and the obligations he might be conceived to owe to the British state as a British subject not to cheat the public in getting that profit. Although not engineering the shortage of molasses, he made every effort to anticipate and exploit it in order to drive a harder bargain with local officials, and the decision not to defraud the state by smuggling New England rum into Louisbourg was likewise taken after calculating the trade-off between the profit and the risks rather than out of a sense of patriotism. In that respect, William therefore encountered no moral challenges to his personal commercial obligations,

⁴⁷ NEHGS, MS 1051/1/1, WC to C&L, 9 June 1759.

and his behaviour resembled that of Thomas Hancock and other contractors both at Louisbourg and Halifax, who drove hard bargains with the British state in this war.⁴⁸

-IV-

From October 1758, however, these personal obligations existed alongside another competing set of moral obligations, to Charles Apthorp and his son Charles Ward Apthorp. Along with John Hunter in Virginia, the Apthorps were agents to the major merchants John Hanbury and John Thomlinson in London, who received a contract from the Treasury in 1754 to provide cash for the army in North America, and thus became agents to the state.⁴⁹ Though initially based in Boston, the Apthorps moved to New York, and appointed a number of reliable sub-agents at Boston, Albany and Halifax to handle the shipment and payment of money from New York to these garrisons. As British forces occupied Louisbourg in 1758, Quebec in 1759 and Montreal in 1760 the Apthorps had to find agents for these places too, such as William, to handle honestly and efficiently the vast sums now sent their way. William therefore faced in fact faced several competing moral obligations at

⁴⁸ Gwyn, *Excessive expectations* pp. 12-18, 26, 28-9; Baxter, *House of Hancock* pp. 97-106, 118-23, 129-44

⁴⁹ For a description of the system of military finance and remittances in North America during the Seven Years War, see my forthcoming article: Aaron Graham, 'Corruption and contractors in the North Atlantic, 1754-63', *English Historical Review* (2018) . Descriptions of the system as it operated between 1763 and 1783 can be found in Shy, *Toward Lexington* pp. 221-4, 336-40; Norman Baker, *Government and contractors: the British Treasury and war supplies, 1775-1783* (London, 1971) pp. 175-83; R. Arthur Bowler, *Logistics and the failure of the British Army in America, 1775-1783* (Princeton, NJ, 1975) pp. 155-66

Louisbourg, firstly to his principals Clarke & Lee, who had recommended William to the Apthorps, but also secondly to the Apthorps themselves, and thirdly and indirectly to the British state itself, whose demands for economy and honesty in the conduct of the public service clashed with William's duty to Clarke and Lee to invest their goods profitably. William's letters and the survival of his official bill-book for this period demonstrate how he juggled these competing moral demands.

These personal obligations did not necessarily arise by virtue of a shared sense of patriotism, though Edward wrote to William on the news of the fall of Montreal in September 1760 that 'I guess you'll feel pretty loyal at Louisbourg on the occasion', but through the same sense of moral obligation that already connected the network of merchants together. When William heard that Edward had recommended him to the Apthorps in October, he wrote to them 'to acknowledge my obligations to you for your favour in employing me', and to assure them that he would 'carefully and assiduously transact any affairs you may please to entrust me with, and I flatter myself I shall be able to maintain the good opinion you are pleased to express of my faithfulness', echoing the language of trust that he had used with other contacts such as Dommett, as noted above.⁵⁰ To Clarke & Lee he wrote that 'you may depend, sirs, that in whatever concerns I may transact for them I shall endeavour to approve myself deserving of those gentlemen's good opinion, and of the recommendation which you have been pleased to give of me to them, for which I esteem myself greatly obliged to you'.⁵¹ William recognised, in other words, that as the agent to the Apthorps he was not only morally obliged to them for the post of responsibility and profit which they

⁵⁰ NEHGS, MS 1051/1/1, WC to Apthorp, 11 October 1758.

⁵¹ NEHGS, MS 1051/1/1, WC to C&L, 19 October 1758.

had offered him but was also now further obliged to his family in Boston, to whose recommendation he owed his own appointment, and whose reputation and standing he was now representing in his business with the Apthorps. Thus, whatever the force of the more distant moral obligations of patriotism, these were filtered through and strengthened by a more immediate set of obligations to his family and employers. In other words, the state had co-opted private moral obligations in its own interest, and the Apthorps had then in turn co-opted William's moral obligations to his brother, even if the letters of William and Clarke & Lee show little acknowledgement of the wider moral obligations they now owed the public as well as their principals.

As in William's commercial correspondence, later letters to the Apthorps repeated these assurances, testifying to their importance to both parties. For instance, when Charles Apthorp passed away in November 1758, William wrote to his son Charles Ward, who had taken over the contract, to offer his condolences and assure him 'that, with the greatest gratitude, I shall ever revere the memory of a gentleman whose favours have laid me under the greatest obligations'.⁵² He ended the letter with his further assurances that he would be assiduous and careful in negotiating the several concerns with which he had been entrusted, a commitment echoed in several later letters which dwelt particularly on his 'obligations' to the contractors.⁵³ Public and private moral obligations therefore overlapped and reinforced each other, a link that was confirmed in March 1759 when William was instructed to correspond also with

⁵² NEHGS, MS 1051/1/1, WC to Apthorp, 30 November 1758.

⁵³ NEHGS, MS 1051/1/1, WC to Apthorp, 30 November 1758, 16 December 1758, 5 January 1759.

his counterpart in Boston, the merchant Nathaniel Wheelwright.⁵⁴ '[I am] obliged to you for your kind offer', William told him, 'and shall esteem it a favour if you will recommend me for any business that any of your friends there may have to transact at this place'.⁵⁵ Wheelwright duly wrote to him asking about the market for rum, shoes and stockings at Louisbourg.⁵⁶ A mass of private moral obligations therefore helped to support the public service carried out by contractors, demonstrating the hybrid or blended nature of public and private power in the European fiscal-military state even at this point in the eighteenth century, as recent work on the 'contractor-state' in Britain and Spain has emphasised.⁵⁷ Much as states might wish or claim to replace private morals with public loyalties, in fact they were forced to co-opt them, since the management of remittances for the army could only be accomplished by allowing the Apthorps and their agents to manage matters using their personal mercantile networks built on the personal moral duties and reciprocal obligations noted above.

This was because the process of paying the army was as complex as any commercial process, and required a similar degree of autonomy and initiative from agents in places such as Louisbourg. Firstly, William had to receive and pay the money sent to him from London, Boston and Halifax, keeping enough in hand to meet the shifting

⁵⁴ Nathaniel Wheelwright was a major merchant in Boston, who had married Charles Apthorp's sister Ann in 1755, and acted as sub-agent to the Apthorps after they moved to New York.

⁵⁵ NEHGS, MS 1051/1/3, WC to Apthorp, 3 March 1759.

⁵⁶ NEHGS, MS 1051/1/1, WC to Wheelwright, 28 April 1759.

⁵⁷ Aaron Graham and Patrick Walsh, 'Introduction: the British fiscal-military states, 1660-1815', in Aaron Graham and Patrick Walsh (eds), *The British Fiscal-Military State, 1660-c. 1783* (London, 2016) pp. 1-25; Rafael Torres Sánchez, *Military entrepreneurs and the Spanish contractor state in the eighteenth century* (Oxford, 2016) pp. 3-12.

needs of the garrison but not so much that it left other garrisons throughout Canada, New England and the Great Lakes without cash. Sometimes this amounted to nothing more than collaborating with the local deputy-paymaster of the army to assess its forthcoming needs, and keeping the Apthorps informed of this so that they could prioritise other theatres if necessary. For example, soon after his appointment William met with the deputy-paymaster Mr Porter, who told William that he would need about £2,800 by 24 October and some £5,000 for the winter.⁵⁸ When this could not be raised locally, Porter released some of his funds to keep the army supplied while Apthorp ordered William Smith, his agent in Halifax, to send £4,000 to William at Louisbourg in order to repay Porter and replenish the garrison chest. William also wrote to Smith on 30 November to chivvy him, since the £4,000 had to arrive before ice closed the harbour at Louisbourg, and the total sum duly arrived two weeks later.⁵⁹ By the same token, in January 1759 the contractors in London had shipped at least £25,000 to Louisbourg ahead of the arrival of the expeditionary force, but this lay dead in William's hands as the army in North America grew short of cash.⁶⁰ Apthorp had already written to the contractors in December 1758, for instance, that their money was nearly exhausted, 'which, with the demand for Louisbourg etc. will I fear puzzle us to get through ... I shall depend upon a very large remittance from you, as it will not be possible to do without it'.⁶¹ When this remittance did not arrive, Apthorp's miscalculation meant that the army in North America faced ruin. Aware of this, William packaged up £10,000 in gold in March and sent it from Louisbourg to

⁵⁸ NEHGS, MS 1051/1/1, WC to Apthorp, 16 October 1758, 30 October 1758.

⁵⁹ NEHGS, MS 1051/1/1, WC to Smith, 30 November 1758, 18 December 1758; to Apthorp, 16 December 1758.

⁶⁰ NEHGS, MS 1051/1/1, WC to Apthorp, 5 January 1759.

⁶¹ LBGA, A/12/4/D/105, Apthorp to Thomlinson, Hanbury, Colebrooke and Nesbitt, 8 December 1758.

Wheelwright, to be forwarded to Apthorp at New York.⁶² 'The distress you are in for want of money has determined me to improve these opportunities of sending it', he told Apthorp, and although it now left him with only £375 for the garrison at Louisbourg, he consulted Porter and found that the chest had enough to last until 24 June, affording a small breathing space.⁶³

Secondly, William not only had to receive and pay out cash but also raise it directly, by selling to merchants in Louisbourg the bills of exchange (essentially a cheque) drawn on the contractors in Boston and New York or their own principals in London. By turning over to William the cash that they had received by selling provisions or manufactures in Louisbourg, merchants could receive in return a convenient paper instrument which would allow them to be repaid in North America or Britain, a system that also allowed Apthorp and Hunter in turn to raise large sums along the eastern seaboard for the use of the army.⁶⁴ However, it required careful management. 'The value [of bills] I may be able to sell, you are sensible, sirs', William wrote to them in October 1758, 'will chiefly depend on the trade which may be carried on', as merchants would only buy bills if they had profits to remit home.⁶⁵ One month later he explained that very few traders had arrived in Louisbourg now that the winter had closed in, so the market for bills was small, 'but you may depend sir that I shall be

⁶² NEHGS, MS 1051/1/1, WC to Apthorp, 12 March 1759; to Wheelwright, 12 March 1759, 19 March 1759, 7 April 1759.

⁶³ NEHGS, MS 1051/1/1, WC to Wheelwright, 8 April 1759.

⁶⁴ See above n. 49.

⁶⁵ NEHGS, MS 1051/1/1, WC to Apthorp, 11 October 1758.

very assiduous to engage all the purchasers'.⁶⁶ Raising money by bills would spare the need for massive and risky shipments of cash, but relied on William persuading local merchants by any means possible to take bills rather than finding other means of remittance.⁶⁷ For example, almost as soon as William received his commission from Apthorp in October 1758 he sought out several merchants and 'engaged' £1,100 in cash from them in return for the contractors' bills on London.⁶⁸ Because the bills failed to reach Louisbourg in time, this opportunity was missed, but William promised two weeks later that 'should your bills arrive in time I doubt not I shall sell them, as the masters of several foreign vessels have promised to wait till they are ready to sail', though yet again the bills failed to arrive, and William wrote on 11 November that the several captains, '[who] I had engaged and who preferred your bills, were obliged to supply themselves elsewhere'.⁶⁹

Finally, the British state demanded that the contractors keep the rate of exchange or 'premium' on the bills as high as possible, so that the public could save money when it came to pay the bills in London or Boston. But if the rate were too high then the merchants in Louisbourg might refuse to buy the bills, while competition from the

⁶⁶ NEHGS, MS 1051/1/1, WC to Apthorp, 14 November 1758.

⁶⁷ For descriptions of how the bill market worked in New York, Pennsylvania and Virginia in this period, see James H. Soltow, 'The role of Williamsburg in the Virginia economy, 1750-1775', *William and Mary Quarterly*, 15 (1958) pp. 474-81; Thomas M. Doerflinger, *A vigorous spirit of enterprise: merchants and economic development in Revolutionary Philadelphia* (Chapel Hill, NC, 1986) pp. 86, 96; Cathy D. Matson, *Merchants & empire: trading in colonial New York* (Baltimore, MD, 1998) pp. 162-3.

⁶⁸ NEHGS, MS 1051/1/1, WC to Apthorp, 16 October 1758.

⁶⁹ NEHGS, MS 1051/1/1, WC to Apthorp, 16 October 1758, 11 November 1758.

other merchants might push the price below par and cost the state money. For instance, the commissary James Goldfrap began selling his own bills on the Treasury in January 1759 at rates below the usual 5 percent premium, so William presumed on the close personal connection with Goldfrap noted above '[and] immediately acquainted him that he must not expect by reducing the premium to raise larger sums ... as I should immediately sell at the same rate he did'.⁷⁰ Goldfrap duly agreed to desist. William also warned the Apthorps in December 1758 that the fall in the exchange rate on New England meant that merchants would only take bills of exchange payable in dollars on Boston rather than in pounds sterling on London. 'This method of collecting money I have endeavoured to avoid, but it is what I am obliged in some measure to pursue', he wrote, 'for it is with the greatest difficulty that I have been able to prevail on the few traders which have lately arrived to lodge any money for sterling bills'.⁷¹ Not only did the military paymasters of the garrison at Louisbourg offer merchants bills on Boston, but they also sold them at four to six weeks' credit, undermining William's efforts, '[and] had I the liberty from you to do the same', William told Apthorp in February, 'I might sell more than I do at present'.⁷² Only the arrival of a shipment of specie in April 1759 enabled William to hold out, and he assured Apthorp on 1 May that he hoped, 'whilst I am not straightened for money, that I shall be able ... to raise enough by bills at the rate they are now at ... and you may depend that I shall endeavour to keep up the exchange and

⁷⁰ NEHGS, MS 1051/1/1, CW to Apthorp, 5 January 1759.

⁷¹ NEHGS, MS 1051/1/1, WC to Apthorp, 28 December 1758, 5 January 1759, 14 February 1759, 12 March 1759

⁷² NEHGS, MS 1051/1/1, WC to Apthorp, 14 February 1759.

shall not lower it but in case of absolute necessity'.⁷³ As his own personal stocks had almost been exhausted by shipping the £10,000 in gold to Boston in March, William was therefore gambling on raising enough cash by bills at favourable rates before Porter renewed his demands.

William's bill-book or ledger survives, and contains a list of the bills of exchange he sold at Louisbourg between November 1758 and January 1760, and between July and November of the same year.⁷⁴ It shows he was successful in managing the process and meeting his obligations to the Apthorps, and was even able to strike several hard bargains, keeping up the exchange when other merchants were trying to force it down. For instance, in December 1759 he sold £500 in bills to Francis Wroughton for \$430 per £100, a premium of 7½ per cent compared to the usual exchange or 'par' of 5 per cent. 'I have got the exchange up to 7½ per cent', he told Wheelwright in January 1760, '[and] I hope to keep it up ... [though] as yet I have not sold but £500 at that rate'.⁷⁵ At the end of 1760 he again managed to sell a further £2,215 in bills at \$444 per £100, a premium of nearly 10 per cent, which got \$133 or about £30 profit for the public. All of the other bills were sold at par or \$420 per £100, despite his repeated warnings to the Apthorps that merchants were trying to drive down the exchange. In May 1759, for example, he noted that the exchange in Halifax had fallen from 5 to 2½ per cent premium, reducing the par of exchange from \$420 to \$400 per £100, 'yet I

⁷³ NEHGS, MS 1051/1/1, WC to Apthorp, 28 April 1759, 1 May 1759, 14 May 1759, 29 May 1759; and MS 1051/1/3, WC to Apthorp, 3 March 1759.

⁷⁴ Yale University Library, Bromfield Family Papers, Series III, Box 5, Folder 1, MS 599 [hereafter YUL, MS 599], 'A List of bills of exchange sold at Louisbourg on accompt of Charles Apthorp Esq & Son', (1758-60) ff. 1-8.

⁷⁵ MHS, Apthorp Papers, Box 1, Folder 5, WC to Wheelwright, 8 January 1760

hope I shall not be obliged to reduce it here ... [and] to raise money enough to answer the demands, [or] at least to make matters easy'.⁷⁶ The ledger shows that he achieved this by cultivating a few close personal connections who proved reliable buyers of the bulk of his bills, and a wider circle of occasional buyers who bought smaller numbers but were not essential. Bills for £28,875 were sold in this period to about seventy merchants, but about a third by value went in small parcels, on average about £200, to sixty separate buyers. At least £2,000 or eight per cent of the bills were sold to Francis Wroughton, and £1,575 or six per cent to John Hurd, the Boston merchant noted above who shipped provisions to Louisbourg on his own account and that of Dommett, who also bought £650 or two percent of the bills. The British storekeeper or commissary of the stores at Louisbourg, Daniel Shea, bought £900 in bills.

However, nearly forty percent or £11,000 of the bills were sold to William Buttar and Alexander Mackenzie. The first was the governor's secretary, the latter a Scottish merchant, and both men were partners with Samuel Jacobs, another merchant, in the construction of a brewery and the import of provisions from New England to support the victualling contractors.⁷⁷ This would have given Buttar and Mackenzie large cash profits that they wanted to remit to Britain or Boston, and William clearly struck a bargain with the three men to exchange the cash or credit in their hands for his bills, telling Apthorp in March 1759 that he had offered Mackenzie bills on Boston when he

⁷⁶ NHEGS, MS 1051/1/1, WC to Apthorp, 17 May 1759.

⁷⁷ S. Felton and H. Mann, 'Accounting for a brewery at Louisbourg', *Contemporary Accounting Research*, 7 (1990) pp. 261-77. For brewing and the army, see McConnell, *Army and empire* pp. 109-

refused to accept bills on London.⁷⁸ Indeed, it is possible that Buttar and Mackenzie had more cash or credit available than William was able to use, since from November 1759 William and Buttar embarked on a joint venture to buy up prize goods on their own account and ship them home to Boston for William's brother to sell on their behalf. The invoice book of Clarke & Lee for this period shows they received and sold a shipment of blankets, striped cottons and blue frieze worth £280 in November 1759, for instance, followed by ten bales of red cloth worth £290 and 42 chests of muskets, bayonets and small arms worth £605 1s 3d, presumably war surplus or prize goods bought at Louisbourg.⁷⁹ Goods worth £2,065 in total were sent between July 1759 and September 1760 for sale by Clarke & Lee or their agents in Quebec, quite apart from Buttar's own private dealings with Thomas Hancock at Boston, and William explained to Wheelwright in January 1760 that Hancock might draw bills on Clarke & Lee for up to £500 to reimburse himself for what Buttar owed Hancock, allowing a mutual settling of balances.⁸⁰ The ledger therefore suggests that William was successful in holding down the rate of exchange and meeting his obligations to the Apthorps and the state, largely through close collaboration and private dealings with the secretary to the governor and his own commercial contacts, including the shipping of private prize goods back to Boston.

William's obligations to the Apthorps to force their bills onto merchants seeking to remit their profits back to Boston or London therefore conflicted directly with his own

⁷⁸ NEHGS, MS 1051/1/1, WC to Apthorp, 14 March 1759; and MS 1051/1/3, WC to Apthorp, 3 March 1759.

⁷⁹ NEHGS, MS 1051/1/5, Invoice Book, 1760-7.

⁸⁰ MHS, Apthorp Papers, Box 1, Folder 5, WC to Wheelwright, 8 January 1760; Baxter, *House of Hancock* pp. 134-44

obligations as the trusted commission agent and factor of Clarke & Lee, who made it clear that they would prefer for William to invest the profits at Louisbourg not in bills but in any prize goods that might find a good market in Boston. For example, within a few days of arriving in Louisbourg in August 1758 he was examining, on their instructions, a number of Spanish ships which had been captured when the fortress fell.⁸¹ His own instructions to Michael Francklin when he left Halifax in October were to sell all the remaining provisions and invest the proceeds in prize goods there for shipment over to Boston.⁸² Edward's instructions to William were equally unambiguous. 'As to a remittance for what you may be in cash on my account', he told him on 12 June 1759, that should preferably be invested in prize goods 'if you should find, upon looking over the contents of the prize ships' cargo lately sent to your port, anything that you judge will leave a profit here'.⁸³ Other letters included lists of current prices of prize goods at Boston, mirroring the ones which William had sent from Louisburg: on 15 July, for instance, Edward noted the prices of sugar, indigo, coffee, cotton and cocoa, and repeated that all proceeds and profits should be invested in these goods and sent home.⁸⁴ Only if there was no prospect of profitable prize goods, Edward concluded, should William remit the profits home by one of Apthorp's bills.⁸⁵ The implication was that it should be at as low a rate as possible, since allowing the Apthorps a higher premium would cut into Clake & Lee's profits.

⁸¹ NEHGS, MS 1051/1/1, WC to C&L, 20 September 1758.

⁸² NEHGS, MS 1051/1/1, WC to Francklin, 5 October 1758; and to C&L, 10 October 1758.

⁸³ MHS, B&C Papers, EC to WC, 12 June 1759.

⁸⁴ MHS, B&C Papers, EC to WC, 15 July 1759, 6 September 1759, 20 September 1759, 24 December 1759.

⁸⁵ MHS, B&C Papers, EC to WC, 12 June 1759

William was thus caught between the moral obligations he owed his brother, to secure him the most profitable investment for his money, and the obligations he now also owed Apthorp and the contractors, to force bills on the merchants at lower rates of exchange in order to save the public money. Whereas his dealings with Buttar and Mackenzie might have been justified by the argument that they were necessary for securing a favourable rate on his bills, and supporting the garrison at Louisbourg, no such justification existed here. William therefore addressed this moral dilemma by keeping the two sets of transactions separate. To remit back profits he sold £650 in bills to Joseph Dommett and £275 to Clarke & Lee, at the standard rate of \$420 per £100, which amounted to less than 1 per cent of his total sales.⁸⁶ As he noted to Clarke & Lee in January 1759, this rate, 'you'll be assured, is the lowest for which exchange is sold here, [and] it is out of my power to draw on Mr Apthorp for dollars', though in a separate letter to their captain he suggested that these were offered out of necessity, 'unless you can get those equally good at a lower rate or you can get good drafts on Boston at dollar for dollar'.⁸⁷ A letter from Edward of January 1760, that 'I had reason to expect at least part of the money you had of mine in mind in prize goods', suggests that William was holding back from purchases, though one in July noted that Edward that received several prize goods from Louisbourg which had sold at a profit.⁸⁸ Yet these seem to have been negligible quantities that did not much affect the rate at which William was able to negotiate his bills for the contractors, amounting to only a few percent at most of total business, and thereby allowing him

⁸⁶ YUL, MS 599, 'A list of bills', ff. 5r-7v.

⁸⁷ NEHGS 8/1/1759 to C&L, JD; 8/1/1759 to Christopher Prince

⁸⁸ MHS, B&C Papers, EC to WC, 23 January 1760, 19 April 1760.

to meet his competing and incompatible moral obligations to his brother and business partners, on the one hand, and his employers and the public on the other.

-V-

As both a commercial and financial agent at Louisbourg during the disordered period between 1758 and 1760, while the town still remained an important mercantile hub, William Clarke was therefore at the centre of a web of shared personal obligations, underpinned not just by patriotism and private interest but also by the moral obligations he owed to the various parties involved and which they in turn owed him. Because the town was on the edge of empire, caught in a vortex of uncertainty while the war continued, formal mechanisms for managing commerce were weaker than usual, and so the informal mechanisms based on trust, self-interest and the personal obligations which agents such as William owed to his friends and family are therefore particularly visible. These obligations were ultimately rooted in morality, such as the codes of conduct which merchants adopted for themselves of maintaining a 'good correspondence', and looking out for the interests of the other parties. Underlying this was also a deeper and even more fundamental set of moral obligations which arose from colonial society itself, which prescribed the obligations which family and friends owed to each other of integrity, reciprocity and generosity. Commercial conduct was therefore anchored in the fabric of society itself, making breaches of commercial contract a moral as well as legal matter.

However, as this chapter has shown, merchants such as William had to juggle a large number of competing moral imperatives. Sometimes these were in contradiction,

such as when the patriotic obligation he owed to the state not to smuggle goods into Louisbourg clashed with the demands of his friends and family, and he was forced to justify his decision on the grounds of pragmatism and self-interest. At other times these moral imperatives meshed closely, particularly when the stated co-opted the networks of the Apthorps to supply money to the army, and made its resources available to reinforce the private obligations which merchants owed to each other. For example, when Porter left with the army for Quebec in May 1759, Apthorp ensured that William was made deputy paymaster in his place and received a small salary. 'As I shall take pains to acquaint myself with the method in which that business is conducted', William wrote in response, 'so you will be pleased to be assured that I shall be very careful to execute it with the greatest fidelity and exactness', whether he was paid a salary or not, demonstrating how this sense of moral obligation owed to Apthorp was used to tie William even more closely to Apthorp and, ultimately, the public service.⁸⁹ Edward wrote from Boston that the family were glad to hear of his promotion.⁹⁰ When William was then almost immediately superseded by William Edington, a public official sent out from Britain by the Paymaster-General, he readily surrendered his post but called on Apthorp to stand by their shared obligations, writing in June that 'I flatter myself that if you should have business to transact [elsewhere] ... you will think me a suitable person to be employed, which will greatly add to the many obligations already conferred on, sir,

⁸⁹ NHEGS, MS 1051/1/1, WC to Apthorp, 17 May 1759. For his letter of appointment, see LBGA, A/12/4/D/105, Apthorp to [Clarke?], 16 April 1759.

⁹⁰ MHS, B&C Papers, EC to WC, 12 June 1759. See also LBGA, A/12/4/D/105, WC to Apthorp, 20 June 1759.

your most obliged, obedient servant'.⁹¹ The language of obligation was a constant thread in all of his correspondence, indicating the force of the moral commitments which cemented his place within the various networks at Louisbourg, and both commerce and the public service was most effective when these could be aligned.

The correspondence from Edward Clarke and the Apthorps also demonstrates that these moral obligations that William owed them were reciprocated, and helped to ensure not only that they could trust William but also that he could trust them. As noted above, Edward proved a forceful promotor of William's interests in Boston.

The Apthorps likewise upheld their obligations even after William died in December 1760, and worked with the army to ensure that his father Richard received the arrears of salary that were due to William's estate, despite some quibbles about whether William had ever formally been appointed deputy-paymaster.⁹² When the auditors in Britain examined the accounts nearly forty years later and argued that the paperwork was not in order, Charles Ward Apthorp dug out his old account books, and those of William Clarke from his executors in Boston, so that the contractors could clear their accounts.⁹³ A relationship first cemented on the margins of the British Atlantic between 1758 and 1760 by a sense of shared moral obligations therefore remained active four decades later, testifying to the strength of these linkages created in these

⁹¹ NEHGS, MS 1051/1/1, WC to Apthorp, 15 June 1759; TNA, WO 34/98 f. 240r, Edington to Amherst, 10 July 1759; WO 34/197/2 p. 386, Edington to Amherst, 17 July 1759

⁹² LBGA, A/12/4/D/105, Amherst to Apthorp, 18 November 1761 (or the copy in TNA, WO 34/70 f. 262r); MHS, Apthorp MS, Box 1, Folder 7, Richard Clarke to Apthorp, 15 June 1761.

⁹³ LBGA, A/12/4/D/105, Apthorp to Barclay, 20 December 1785, 16 May 1789, 19 July 1789; Norfolk Record Office, RQG 537/493X1, 'David Barclay's Letterbook', p. 18, Barclay to Apthorp, 4 February 1789.

years, which lasted far beyond what self-interest alone might have suggested. The example of Louisbourg between 1758 and 1760 therefore demonstrates particularly well the strength of the moral obligations which underpinned commerce and public service in this period, the difficulties that sometimes faced merchants trying to reconcile their competing demands, and the commercial and military effectiveness which could result when it was found possible to do so.