# Documents Accompanying the Journal of the Directors of the Cherokee Trade

# 1762-1765

#### ACT TO REGULATE THE CHEROKEE TRADE

| I | 40 South Carolina.

At a General Assembly begun and holden at Charles Town on Saturday, the sixth Day of February in the second Year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, and so forth, and in the Year of our Lord, one thousand seven hundred and sixty-two

An Act to regulate the Trade with the Cherokee Indians, by taking the same into the Hands of the Publick of this Province.

Whereas the Cherokee Indians have requested, that this Government would regulate the Trade with them, prevent Abuses therein, and provide that they may be furnished with a Sufficiency of necessary Goods, by honest and sober Men, at reasonable Rates; the granting of which Request may be not only productive of much Good to those People, but tend to the Safety and Tranquility of this Province; and to strengthen and secure the Peace and Friendship, lately concluded between the said Indians, and this Government, and to induce them to withdraw themselves from the French, and effectually to secure their Affection to the British Interest.

And whereas the coming down of the Cherokee Indians to Charles Town on frivolous Occasions, hath been attended with great Expence to the Province, in order to prevent which, and the Abuses complained of, and to effectuate the good Purposes aforesaid, it is absolutely necessary, that the Cherokee Indian Trade, and the Power and Liberty of supplying the Cherokees, with Goods, Wares and Merchandizes, should be taken into the Hands of the Government, in the Manner hereinafter directed. We therefore humbly pray your most sacred Majesty, that it may be enacted,

And be it enacted, by his Excellency Thomas [Boone], Esq., Governor in Chief, and Captain-General, in and over the Province of |2| South Carolina, by and with the Advice and Consent of His Majesty's Council, and the Commons House of Assembly, of the said Province, and by the Authority of the same, that Fort Prince George at Keowee, shall be and is hereby appointed the only Place, from whence to carry on the Cherokee Indian Trade aforesaid, under the Directions hereinafter expressed and declared. And that Thomas Lamboll, Thomas Shubrick, Gabriel Manigault, John Savage, and Thomas Smith, of Broad-Street, Esqs. shall be, and are hereby nominated and appointed Directors, to carry on the Indian Trade aforesaid. And the said Directors or a Majority of them, shall have full Power and Authority, to do, execute and perform the several Duties and Things enjoined and required of them, by Virtue of this Act, during the Continuance thereof; and shall once

<sup>40</sup> In the original, the documents with the Journal begin on page one.

in every Year, adjust and settle their Accounts, and render the same to the Assembly of this Province, for the Time being, therein setting forth the Nature, Manner and Profits of the Trade aforesaid; and shall be allowed for their Trouble, two and a half per Centum, on the Purchase of the Goods, and two and a half per Centum, on the Sales of the Returns, and no more, including Storage in Charles Town.

And be it further enacted, by the Authority aforesaid, that one fit Person shall be nominated and appointed by the Directors, or a Majority of them, as a Factor, to carry on the said Trade, at the Factory at Keowee aforesaid; which Factor so to be nominated and appointed, shall constantly reside at Keowee aforesaid, and shall receive as an annual Salary, for his Trouble in carrying on the said Trade, the Sum of three hundred Pounds, proclamation Money. And in case any Factor nominated and appointed by Virtue of this Act, should refuse to serve, die, or be removed by the Directors for Misbehaviour, or surrender up his said Trust and Office, the said Directors, or a Majority of them, shall in like Manner proceed to nominate |3| and appoint one other fit Person, to serve as Factor in the Place and Stead of him who shall refuse to serve, die, be removed, or surrender up his Trust and Office, as aforesaid. Provided always that the Directors aforesaid, or a Majority of them, shall be at Liberty, from Time to Time, during the Continuance of this Act, at their Pleasure, to remove any Factor hereafter to be appointed, by Virtue of this Act, and one other Factor to nominate and appoint, in the Place and Stead of the Factor so removed. And for the better enabling the said Factor, the more effectually to manage the Business of the said Factory, the said Directors, or a Majority of them, shall nominate and appoint two Persons, as Clerks, and two white Men, as Porters, not being Soldiers, to reside in the Factory aforesaid, subject to the Directions of the Factor, to be appointed by Virtue of this Act, and to be removed at the Pleasure of the said Directors. And the said [Clerks] so to be appointed, shall be allowed one hundred and forty Pounds, proclamation Money, each, as their Salaries. And each of the said Porters shall have an annual Salary of forty Pounds proclamation-Money.

And be it further enacted by the Authority afore said, that the said Directors, or a Majority of them, shall constantly, from Time to Time, during the Continuance of this Act, furnish and supply the said Factor, with proper Assortments of Goods, Wares and Merchandizes, which the said Factor shall sell, exchange and barter with the Indians, for their Skins and Peltry, or for Money, at such Rates as shall be from Time to Time settled by the said Directors, or a Majority of them.

And be it further enacted, by the Authority aforesaid, that the said Directors, or a Majority of them, shall from Time to Time, with such Money as shall be granted and appropriated for that Purpose, purchase from the Importers, or import, as shall be most conducive to the Benefit of the said Trade, and send out to the said Factory necessary Assortments of Goods, Wares and Merchandizes, for carrying on the Trade aforesaid; and shall receive the Skins, Peltry and other Goods that shall be sent in as Returns for the same, and sell or dispose thereof, by themselves, or |4| such other Person or Persons

as they shall appoint in Lots, by Way of publick Auction or Vendue, in Charles Town, to the highest Bidders, giving at least ten Days Notice, in the publick News-Papers, of this Province of such Sale, together with the particular Assortments and Quantities of the Goods, Wares and Merchandizes so to be sold. Provided nevertheless, that no Lot of such Goods, Wares and Merchandizes shall exceed in Value fifty Pounds proclamation Money; in which Purchases and Sales, the Directors aforesaid, their Factor, and all and every other Person or Persons to be appointed or imployed by them, shall use their utmost Care, Diligence and Circumspection, for the publick Good and Interest.

And be it further enacted by the Authority aforesaid, that the said Director or any or either of them, shall not, directly or indirectly, buy, sell, barter, exchange or trade with any Indian or Indians whatsoever, on his or their own Account, or on the Account of any Person or Persons whatsoever; nor permit or suffer any Factor, Clerk, or other Person or Persons, under their or any of their Directions, so to do during the Continuance of this Act, but for the only Account of the Province, and in the Manner directed by this Act, except it be for necessary Provisions, under the Penalty of five hundred Pounds proclamation Money for every such Offence, to be recovered in such Manner as the other Fines and Penalties inflicted by Virtue of this Act, are directed to be recovered, one Half to the Informer, or Person who shall sue for the same, and the other Half to be applied to the Uses of the Trade aforesaid.

And, the better to enable the Directors to carry on the said Trade, and to execute and perform all and singular the Duties enjoined and required of them, by this Act, be it enacted by the Authority aforesaid, that it shall and be lawful for the said Directors, or a Majority of them, to issue Certificates, for any Sum or Sums of Money, not exceeding, in the Whole, the Sum of six thousand Pounds, proclamation Money, for the Uses, Intents and Purposes aforesaid. And the said Certificates shall be received in the publick Treasury of this Province, in Payment of |5| all Taxes and Duties whatever.

And be it further enacted, by the Authority aforesaid, that if any Loss shall happen, in carrying on the said Trade, whereby a sufficient Fund will not be in the Hands of the said Directors, to enable them to call in and cancel the Certificates to be issued by them, as aforesaid, then and in that Case, such Loss shall be on Account of, and paid by the Publick, and the said Directors no Way liable for the same.

And be it further enacted, by the Authority aforesaid, that in settling the Rates of exchanging and bartering with the Indians, no greater Advance shall be put upon the Goods to be furnished them, than may, in the Judgment of the said Directors, be sufficient to defray the necessary Expences of transacting, carrying on, and managing the said Trade, and maintaining the said principal Stock. And if, upon a final Settlement of the Accounts of the said Trade, at the Expiration of this Act, there shall be a Surplus of Profit, the same shall be paid, by the said Directors, into the Hands of the Treasurer of this Province, to be disposed of in such Manner, and to such Purposes as the General Assembly shall think fit.

And be it further enacted, by the Authority aforesaid, that every Factor appointed by Virtue of this Act, before he takes upon him the Office and Trust

thereby required, shall take an Oath, before some Justice of the Peace, of this Province, for the faithful Discharge of his Duty, according to the true Intent and Meaning of this Act, and shall also enter into, and duly execute an Obligation, with sufficient Sureties, to his Majesty, and his Successors, in the penal Sum of one thousand Pounds proclamation Money, that he will well and truly discharge and execute his Trust, and likewise faithfully observe such Orders, Instructions and Directions as shall be sent unto him, from Time to Time, by the said Directors, or a Majority of them; and that he will neither directly nor indirectly, buy, sell, barter, exchange or trade with any Indian or Indians, on his own Account, or on the Account of any other Person or Persons whatsoever, nor suffer any Person or Persons, under his Direction so to do, but for the Account of the Province only, except it be for necessary Provisions; and that he will not knowingly employ any Person or Persons |6| as Assistants in trading with the Cherokees, or other Indians, but such as shall be well recommended, as honest, sober and prudent Persons, and approved of, by the said Directors, or a Majority of them. And the Factor or Factors so to be employed in the Trade aforesaid, shall keep fair, just and regular Accounts of all his and their Dealings, relative to the said Trade, and deliver fair Transcripts thereof, into the Hands of the said Directors, at least once a Year; and shall settle and adjust the same yearly, or [oftener], if required, with the said Directors.

And be it further enacted, by the Authority aforesaid, that if any such Factor or Factors, or Clerk or Assistant, or other Person or Persons, employed by him or them, shall presume to demand higher or greater Prices or Rates, from the Indians, for any Goods sold them, or exchanged or bartered with them, than they shall be fixed at, or allow the said Indians less for their Skins and Peltry than directed and instructed to do, by the Directors aforesaid, every such Factor, Clerk, Agent, or Assistant, or Person or Persons, employed as aforesaid, shall forfeit and pay the Sum of one hundred Pounds proclamation Money, and the Salary that may be due to them, for every such Offence, one Half thereof to be paid to the said Directors, to be disposed of by them in purchasing Goods and carrying on the said Trade; and the other Half thereof, to such Person or Persons, as shall sue or prosecute for the same, to be recovered in the Manner hereinafter directed. And the Offender or Delinquent shall thenceforth, during the Continuance of this Act, be altogether disabled from holding or exercising any Office within this Province.

And be it further enacted, by the Authority aforesaid, that no Person or Persons whatsoever, other than the said Directors, their Factors, Clerks and Assistants, nominated and appointed as aforesaid, from and after the passing of this Act, shall presume, on any Pretence whatsoever, directly or indirectly, to sell, exchange or barter, with any Cherokee Indian or other Indians, in or passing to or from the Cherokee Nation, or the Factory aforesaid, any Goods, |7| Wares, or Merchandizes, of what Nature or Kind soever, Provisions only excepted, under the Penalty of one hundred Pounds proclamation Money, for every such Offence, to be recovered and disposed of, in the Manner, and for the Purposes hereinafter directed. And if such Person so offending shall not be able to pay the said Fine, then to be committed to the publick Gaol,

during the Space of twelve Months, without Bail or Mainprize, any Law or Laws of this Province, to the Contrary in any Wise notwithstanding.

And be it further enacted by the Authority aforesaid, that where any Factor shall be removed by the said Directors, from his Office of Factor, or surrender up his said Office, he shall immediately after such Removal or Surrender, deliver up to the said Directors, or to such Person as they shall appoint for that Purpose, all the Books, publick Accounts and Papers, belonging to, or concerning the Trade aforesaid, and the Trust committed to his Care, whole and intire and undefaced, under the Penalty of two hundred Pounds proclamation Money, to be recovered in the Manner, and for the Uses hereafter directed. And where any Factor shall die, or be removed from his said Office and Trust, the Executors or Administrators of such Factor, shall in like Manner, deliver all the Books and Papers, which shall come to their Hands, relating to the Accounts and Transactions of the said Trade, to the Directors aforesaid or to their Order, under the like Penalty.

And be it further enacted, by the Authority aforesaid, that the Commanding Officer of Fort Prince George for the Time being, or any Person under his Command, or residing in the said Fort, shall not in any Wise, or on any Pretence whatsoever, be concerned in trading with the Cherokee Indians, or any other Indians, under the Penalties inflicted by this Act, on others in the like Cases offending; and he is hereby enjoined and required, to give all Manner of Assistance and Protection, to the Factor or Factors residing there, to carry on, with Effect, the Trade aforesaid, and by no Means to molest or interrupt him or them, or the Indians, in trading, according to the true Intent and Meaning of this Act.

And be it further enacted, by the Authority |8| aforesaid, that no Person or Persons whatever, shall presume to bring down any Cherokee Indian, or Indians, into the Settlements, without Directions for so doing, from the Governor or Commander in Chief for the Time being, under the Penalty of one hundred Pounds proclamation Money, to be recovered in any Court of Record, in this Province. And if such Person or Persons so offending, shall not be able to pay the said Fine, then to be committed to the publick Gaol, during the Space of twelve Months, without Bail or Mainprize.

And be it further enacted, by the Authority aforesaid, that no Person shall be appointed a Factor for the Purposes aforesaid, but one who is in the Commission of the Peace; and that such Factor shall have Power and Authority, upon View of any Person or Persons transgressing this Law, or upon receiving Information upon Oath, of any Person or Persons so doing, to issue his Warrant, to apprehend such Person or Persons, and him or them to bind over, with sufficient Sureties, to appear at the next General Sessions, to answer for the said Offence; and for Want of such Sureties, by Warrant to send and to commit, such Offender or Offenders, to the common Gaol, in Charles [Town], there to remain, until discharged by due Course of Law.

And be it further enacted, by the Authority aforesaid, that all the Fines, Penalties and Forfeitures inflicted and imposed by this Act, not particularly disposed of, nor the Method of Recovery directed, shall and may be sued for, and recovered in any Court of Record, in this Province, by Action of Debt, Bill, Plaint or Information, wherein Essoign, Priviledge, Protection, or Wager of Law, shall be allowed or admitted, nor any more than one Imparlance; one Half of which Fines, Forfeitures and Penalties, to be paid to the said Directors of the said Indian Trade, to be disposed of by them, in purchasing Goods, and carrying on the said Trade, and the other Half thereof, to such Person and Persons as will inform and sue for the same.

And for the more effectual Prosecution of any Person or Persons, who shall offend against this Act, be it further enacted by the Authority aforesaid, that in every Action or Prosecution which shall be brought, for the Recovery of any Fine, Penalty or Forfeiture imposed and inflicted by this Act, which [Action] or Prosecution is thereby directed to be |9| brought within twelve Months after the Offence committed, and at no Time after, the Defendant or Defendants shall be held to special Bail; and in case the Informer or Prosecutor shall obtain Judgment, he shall recover his full Costs of Suit; any Law, Usage or Custom to the Contrary thereof in any Wise notwithstanding.

And be it enacted, by the Authority aforesaid, that no Member of His Majesty's Council, or Member of the Commons House of Assembly for the Time being, shall be a Director for carrying on the Trade aforesaid. And in case any of the Directors beforementioned, shall happen to die, refuse to act, or depart this Province, then his Excellency the Governor, or Commander in Chief for the Time being, is hereby impowered, from Time to Time, to appoint one or more fit Persons, in the Room of his so dying, refusing to act, or departing this Province.

And be it further enacted, by the Authority aforesaid, that whenever the said Directors shall have Occasion to purchase Goods in this Province for the Purposes aforesaid, they shall be obliged, and are hereby enjoined, to give five Days publick Notice, to all Persons having such Goods to dispose of, to send in to such Directors their Proposals or Prices; and in like Manner whenever the said Directors shall have Occasion to hire Waggons or Horses to carry such Goods, to Keowee, they shall be obliged, and are hereby enjoined to give publick Notice, to all Persons having Horses or Waggons to hire, to send in their Proposals to the said Directors for the Carriage of such Goods, to the Intent that the Publick may be furnished on the best Terms.

And be it further enacted, by the Authority aforesaid, that in case any Person shall be molested, sued, prosecuted or impleaded, for any Matter or Thing done by Virtue of, or in the Execution of this Act, it shall and may be lawful for every such Person to plead the general Issue, and give this Act, and the special Matter in Evidence; and in case the Plaintiff or Prosecutor shall become non-suited, suffer a Discontinuance, or a Verdict or Judgment shall pass against him or them, the Defendant shall have double Costs of Suit, for the Recovery whereof, he shall have the like Remedy, as where Costs are given, by Law, to other Defendants.

And be it enacted, by the Authority aforesaid, that this Act shall be in Force |10| for three Years [from and after the passing thereof,] and from thence to the End of the next Session of the General Assembly of this Province,

and no longer. And that this Act shall be deemed a publick Act, and all Courts in this Province, are to take Notice of the same without special Pleading.

Bn. Smith, Speaker

In the Council Chamber, the 29th Day of May, 1762 Assented to,

THOS. BOONE

SEAL

#### GOVERNOR BOONE TO THE DIRECTORS

His Excellency, Governour Boone's Letter, to the Directors of the Indian Cherokee Trade, dated the 21st, and recd. the 22d June, 1762. Answered 23d.

To Thomas Lamboll, Thomas Shubrick, Gabriel Manigault, John Savage, and Thomas Smith, Esqrs. (of Broad Street) Commissioners for the Cherokee Trade.

Charles Town, June 21st, 1762

Copy

Gentlemen, I have this Morning received Advice from Capt. McIntosh, that our Prisoners are at last delivered up to him, at Fort Prince George. The Performance of our Promises should follow quick upon the Completion of theirs; I propose therefore the sending up the Cherokee Prisoners very soon, and the sending up some Goods also as expeditiously as possible, would now, I believe, be attended with the very best Effects, if it was only a Waggon-load. I give you therefore Gentlemen the above Notice, as early as I can in order that you may provide the proper Matters, as early as you can. The Lower Towns are very urgent for a Trade; and it is to them only, that we owe the Delivery of our fellow Creatures. I beg you Gentlemen to use the utmost Dispatch that you can, and I am, with great Regard, Gentlemen,

Your most obedient and most humble Servant,

THOS. BOONE

# ADVERTISEMENT |11|

The Directors appointed by Act of Assembly, for the carrying on the Trade, with the Cherokee Indians, for Account of the Publick, have Occasion of a fit Person to be Factor, for that Purpose, constantly to reside at Keowee; as also of two other fit Persons, to be Clerks; and two white Men, as Porters. They have likewise Occasion to purchase a sorted Cargo of Goods, suitable for that Trade; and to hire one or two Waggons, with Horses, to carry up the said Goods, from Charles Town, to Fort Prince George. Such Person and Persons as are minded to give in their Proposals in relation to the several

Matters above mentioned, are desired respectively, to apply therewith, or send the same, in Writing in five Days, to some or any of the Subscribers.

Charles Town June 23d, 1762

Thomas Lamboll
Thomas Shubrick
Gabriel Manigault
John Savage
Thomas Smith
Directors

#### THE DIRECTORS TO GOVERNOR BOONE

Copy

Letter to his Excellency, the Governor, from the Directors

Charles Town, June 23d, 1762

SIR, We had the Honour of receiving your Favour, dated the 21st Inst. and for Answer thereto, we are to inform your Excellency that Yesterday as soon as we could be furnished with the Law for taking the Cherokee Indian Trade, into the Hands of the Publick, we took the subject Matter of your Letter, into Consideration; in consequence of which we have sent an Advertisement, to be inserted in Mr. Wells's Gazette of this Day, giving Notice that we are ready to receive Proposals from proper Persons, to act as Factor, Clerks and Porters; and also for an Assortment of proper Goods, and Carriages, for sending them to Fort Prince George; and assure you we shall do all in our Power to expedite the Matters committed to our Charge, by the Law, and shall do our selves the Honour to acquaint you with any material Transactions, relative to our Trust. We are,

Your Excellency's most obedient and humble Servants,

John Savage Thos. Smith Thos. Lamboll
Thos. Shubrick
Gabriel Manigault

To his Excellency Governor Boone

#### GOVERNOR BOONE TO THE DIRECTORS

|12| Notice from the Governour of Edward Wilkinson, Esq. being put into the Commission of the Peace.

Copy To the Commissioners for the Indian Trade.

The Governor acquaints the Commissions for the Indian Trade, that in Consequence of their Recommendation, Mr. Edward Wilkinson is put into the Commission of the Peace.

Friday

July 9th, 1762

#### BOND OF EDWARD WILKINSON

Copy of the Bond of Edward Wilkinson, Esq., Factor, and his Sureties, for his faithful Discharge of his Office.

South Carolina, ss.

Know all Men by these Presents, that we, Edward Wilkinson, Esq., of the Province of South Carolina, Factor appointed, for carrying on the Trade, with the Cherokee Indians, according to Law, and Thomas Farr, Junr., John Logan and William Guerin, of Charles Town, in the said Province, Merchants, are held and firmly bound, unto his Majesty King George the Third, in the Penal Sum of one thousand Pounds, proclamation Money, to be paid to his said Majesty, and his Successors, for the Use of the Publick of this Province, according to an Act of the General Assembly of the said Province, intitled "An "Act to regulate the Trade, with the Cherokee Indians, by taking the same, "into the Hands of the Public of this Province", passed May 29th, 1762, to which Payment well and truly to be made, we bind our selves, and each and every of us, our, every and either of our Heirs, Executors and Administrators jointly and severally, firmly by these Presents; sealed with our Seals, and dated the nineteenth Day of July, in the second Year of His Majesty's Reign, Anno Domini 1762.

Whereas the above bounden Edward Wilkinson is nominated and appointed (by the Directors constituted in and by the above in Part recited Act of Assembly) Factor, for carrying on the above said Trade, at the Publick

Factory, at Keowee, as directed by the said Act:

Now the Condition of the above Obligation is such, that if he, the said Edward Wilkinson, shall well, truly and faithfully, from Time to Time, and at all Times, so long as he shall be continued Factor as aforesaid, execute and discharge his |13| said Trust and Duty; and likewise duly observe, do and perform, fulfil and keep such Orders, Directions and Instructions, as shall be sent or given him by the said Directors, or a Majority of them, as aforesaid. And if he, the said Edward Wilkinson, Factor as aforesaid, shall neither directly or indirectly buy, sell, barter, exchange or trade with any Indian or Indians, on his own Account, or on the Account of any other Person or Persons whatsoever, nor suffer any Person or Persons under his Direction, so to do, but only for the Account of the said Province, except it be for necessary Provisions.

And if the said Edward Wilkinson shall not knowingly imploy any Person or Persons, as Assistants, in trading with the Cherokees or other Indians, but such as shall be well recommended, as honest, sober and prudent Persons, and approved of, by the said Directors, or a Majority of them; and moreover if the said Edward Wilkinson shall also keep fair, just and regular Accounts of all his own, his Clerks and Assistants' Dealings, relative to the said Trade, and deliver fair Transcripts thereof, into the Hands of the said Directors, at least once a Year, and shall also settle and adjust the same yearly, or oftner, if required, with the said Directors; then the above Obligation shall be void, and of no Effect, or else to be and remain in full Force and Virtue.

John Logan seal Willm. Guerin seal Edward Wilkinson seal Thos. Farr, Jr., seal

Sealed and delivered in the Presence of Samuel Legaré

#### OATH OF OFFICE OF EDWARD WILKINSON

Copy

Oath of Office of Edward Wilkinson, Esq., Factor, before me William Burrows, Esq., one of his Majesty's Justices assigned to keep the Peace for the said County

South Carolina Berkley County ss.

Personally appeared Edward Wilkinson, Esq., Factor appointed for carrying on the Trade, with the Cherokee Indians, at Fort Prince George, Keowee, in this Province, by the Directors, on behalf of the Publick, pursuant to an Act of Assembly, intitled "An Act to regulate the Trade with the Cherokee Indians, "by taking the same into the Hands of the Publick, of this Province," passed May 29th, 1762; and, being duly sworn, on the holy Evangelists of Almighty God, made Oath that he, the said Edward Wilkinson, will well and faithfully discharge his Duty as such, according to the true Intent and Meaning of the said Act, so long as he, the said Edward Wilkinson, shall be Factor, as aforesaid.

Edwd. Wilkinson

Taken and sworn before me, July the 19th, 1762 Wm. Burrows, J. P.

#### TABLE OF GOODS AND PRICES FOR THE INDIAN TRADE

Charles Town, in South Carolina, July 19th, 1762

By the Directors of the Cherokee Indian Trade, on Account of the Publick of the said Province.

An alphabetical Table of the several Species of Goods, Wares and Merchandizes, and of the several Prices, the same are to be sold at, to the Indians, for clean, dry, well-drest and merchantable heavy Deer Skins, each weighing a Pound, and upwards, or a Pound of Bever Skins or Pelts, for each heavy drest Deer Skin, or two good light drest Deer Skins (under a Pound each) for one heavy drest Deer Skin, or if any such drest Deer Skin shall weigh one Pound and an half, or two Pounds, or two Pounds and an half, or three Pounds, or three Pounds and an half, or four Pounds, or four Pounds and an half, or five Pounds Weight, it shall be received and taken for such Weight respectively, and for no more, when offered singly. But in receiving a Quantity of heavy drest Deer Skins, the Whole shall be weighed together. Nevertheless in no Case shall any Allowance be made, for any Weight, under Half a Pound. Or for good and lawful paper Currency of this Province, allowing ten Shillings, in lieu of every Pound of heavy drest Deer Skins, as above mentioned. Or for good and lawful gold or silver Coin, at their respective current Rates or Value, in Charles Town abovesaid.

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Breast-Plates; see Plates Bridle, and see Saddle &c.  Bullets, leaden  60 1  Buttons: either of Glass, or Stone: set in white Metal, or Mother of Pearl  1 Dozen 1	
Bridle, and see Saddle &c.  Bullets, leaden  Buttons: either of Glass, or Stone: set in white Metal, or Mother of Pearl  I Dozen I	
Bullets, leaden 60 I Buttons: either of Glass, or Stone: set in white Metal, or Mother of Pearl I Dozen I	
Buttons: either of Glass, or Stone: set in white Metal, or Mother of Pearl  1 Dozen 1	
set in white Metal, or Mother of Pearl  1 Dozen 1	
of Pearl 1 Dozen 1	
Caddice, Scarlet 12 Yards 1	
Calicoe a Yard 2	
15 Calimanco, Striped a Yard 2	
Checked Linnen; see Linnen	
Combs Horn, 2 1	
Bone, I I	
Crupper, for a Saddle	
Cutteau; see Knives	
Duffields, blue, a Yard 3	
and see Blankets	
Ear Bobs; see Bobs and Silver	
Flannel 2 Yards 3	
Flints 20 1	
Garlix; see Linnen	
Gartering 6 Yards 1	
Glasses, Looking Large One 13	2
Smaller One I	
Glass; see Beads and Buttons	
Gun I 14	
Hatchets, Square-Eye I 2	
Oval-Eye	
Hoe 1 3	
Kettles, Brass 1 Pound 2	
Tinn, largest I 4	
less 1 3	
least 1; as some 2	
icast 1, as some 2	
in bigness some I	

	larger Cutteau	I I
	largest Cutteau	I 2
	Lace, Bed; see Bed Lace	
	Linnen, Osnabrigs	1 Yard 1
	Checked coarse	1 Yard 1
	Garlix coarse	a Yard I
	Looking-glasses; see Glasses	_
	Osnabrigs; see Linnen	
	Padlock, a small One	I
	Pan, Tin Pudding, round	1 large 2
		I small I 1/2
	Plains, blue or white,	1 1/4 Yards 2
	Plates of Silver, Arm	1 12
	Breast, plain	
	chased	
	Wrist	I 12 I 6
	Pots, Tin, a Quart	I I
	a Pint	
	Powder	2 I 14 Ounces I
	Rasor	-
		I I 2 Yards I
	Ribbon, Slight Taffety	2 lards I
16	•	•
	best Sort	1 each 20
	inferior Sort	1 each 15
	Salt, half a Bushel, with a Bag	_
	of 3/4 Yard Osnabrigs	6
	Scarlet, Caddice; see Caddice	
	Scarlet	
	Scissors of about £1 a dozen cost	2 Pair 1
	of about £2 a dozen cost	1 Pair 1
	Serge, imbossed	a Yard 2½
	Shirt, a checked one	3
	a white one	3
	Silver; see Ear Bobs and Plates	
	Steels, Fire	2 I
	Stone; see Buttons	
	Strouds; see Blankets	
	Tin; see Kettles and Pans	
	and Pots	
	Vermilion	an Ounce I
	Wampam, blackish,	24 I
	Wire, Brass, largest	a Yard 1
	small	2 Yards 1
	Wrist, Silver Plates; see Plates	
	and Silver	

In case of any other Species of Goods, sell them as the Directors shall hereafter appoint, or for Want of such Appointment, in Proportion to their Cost.

Given under our Hands, July 19th, 1762 in the second Year of His Majesty King George the Third's Reign

Thomas Lamboll
Thomas Shubrick
Gabriel Manigault
John Savage
Thomas Smith
Directors

Copy

# APPOINTMENT OF EDWARD WILKINSON

Copy

South Carolina, ss.

Thos. Lamboll, Thos. Shubrick, Gabriel Manigault, John Savage and Thoms. Smith, Esqrs., Directors of the Trade, to be carried on with the Cherokee Indians, on Account of the Publick of this Province

To Edward Wilkinson, Esq.

We reposing especial Trust and Confidence in the Prudence, Ability, Diligence, Care and Integrity, of you the said 17 Edward Wilkinson, by Virtue of the Power and Authority to us, in this Behalf given and committed, have nominated and appointed, and by these Presents do nominate and appoint you the said Edward Wilkinson, Factor, to attend and carry on the Trade with the Indians aforesaid, at the Factory, at Fort Prince George, Keowee, in the said Province; which Factory and Trade, with all the Publick Goods, Stores and Implements, to the same sent or belonging and together with such Clerk or Clerks, Assistants and Help, as shall or may be provided for that Purpose, you are forthwith to set out and proceed to, and reside at, and there receive, and take under your Charge, Care and Circumspection. And all Goods, Wares and Merchandizes sent, or which shall be sent, by the Directors for the Time being, for the said Trade, you are from Time to Time to barter, sell and dispose of, to the said Indians, in Exchange for such good and merchantable drest Deer Skins, Pelts, Furs, Monies, or Effects, as they shall offer unto you, in Traffick, at the Prices and Rates limited, or to be limited, by the Directors for the Time being, and at no higher or lower Prices and Rates limited, or to be limited, by the Directors for the Time being, and at no higher or lower Prices whatsoever, and to keep and render fair and regular Accounts and Reckonings, of all your Dealings and Trade, to the said Directors.

And you are likewise duly and constantly, to use your best Care, Vigilance and Circumspection, for the publick Good and Interest, and remit and send down such Skins, Furs, Pelts, Monies and Effects, as shall be received or taken in Barter, as aforesaid, well and securely packed up, and put into sufficient Carriages, in the Charge of careful Waggoners, to be employed for that Purpose; and by them to remit and send down, to the said Directors, true and perfect Receipts, Schedules, Inventories and Accounts, such as the State and

Circumstances of the said Trade and Business, shall from Time to Time require. And moreover to observe, follow and obey all such Injunctions, Restrictions, Articles and Things as are or shall be enjoined or incumbent upon you, [as] Factor aforesaid, in or by the Act or Acts of Assembly of this Province, passed or to be passed, for the Regulation of the said Trade; and to execute, do and perform all such further Orders and Instructions, as you shall receive from us, or the Directors for the Time being, or the major Part of them, in relation to the |18| said Trade, and agreeable to Law. And for your so doing, you will be intitled to receive the Salary ascertained by Act of Assembly, during the Time you shall be continued Factor as aforesaid, and no longer. And all Persons concerned are hereby enjoined to obey you as Factor aforesaid, as they will answer the Contrary. This Appointment to continue during Pleasure.

Given under our Hands and Seals, at Charles Town aforesaid, the nine-teenth Day of July, in the Second Year of His Majesty's Reign, Anno Domini, 1762.

Thos. Lamboll seal Thos. Shubrick seal Gabl. Manigault seal John Savage seal Thos. Smith seal

#### INSTRUCTIONS TO EDWARD WILKINSON

Copy South Carolina, ss.

By Thomas Lamboll, Thomas Shubrick, Gabriel Manigault, John Savage and Thomas Smith, Esqs., Directors of the Trade to be carried on, with the Cherokee Indians, on Account of the Publick of this Province.

Instructions for Edward Wilkinson, Esq., Factor, and for the Factor for the Time being, appointed to reside at the Factory, at the Fort called Fort Prince George, Keowee, to carry on the said Cherokee Indian Trade.

1st. You having been nominated and appointed Factor for the said Cherokee Indian Trade, and accordingly qualified your self, pursuant to Law, by taking an Oath, and entering into Bond with Suretys, for the faithful Discharge and Execution of your Trust and Duty as such, will herewith receive your Appointment, under our Hands and Seals, bearing even Date with these Presents, a Copy of the Act of Assembly, passed the 29th May, 1762, intitled "An "Act to regulate the Trade with the Cherokee Indians, by taking the same into "the Hands of the Publick of this Province" and a Schedule of the respective Prices of Goods and Merchandize, as we have limited them to be sold and bartered to the Indians, at the said Factory.

You are therefore, with all possible Expedition, together with the Clerk or Clerks and other Assistants, by us appointed or to be appointed, for carrying on the said Indian Cherokee Trade, to repair |19| to the said Fort, and there apply to the Commanding Officer that proper, suitable, safe and tight Houses or Rooms may be allotted, for you and your Assistants, for Lodging, and the Reception and storing of the publick Goods and Effects, securing and preserving

the same, from Damage, and also for trading with the said Indians, which being obtained, you are therein from Time to Time, to receive and store, or cause to be received and stored safely, such Goods, Merchandizes and Effects as shall be directed or come to your Hands, for Account of the Publick, and to follow and observe such further Orders and Instructions, as you shall from Time to Time, receive from us, or the Directors for the Time being, in relation to carrying on the said Trade. And you are forthwith to give Notice to the Indians, and begin and open the Trade, and carry on the same, with them, but only at the said Factory, and at the Rates and Prices fixed as above mentioned.

andly. You shall neither by your self, or any other Person or Persons, lend, give or deliver out, or trust or credit any Indian or Indians, for any of the publick Goods, Wares or Merchandize, on any Pretence whatsoever.

3dly. You are not directly or indirectly, to take or receive, or suffer any of your Clerks or Assistants, to take, accept or receive of, or from any Indian or Indians, any Present or Presents, nor to buy, sell, barter, exchange or trade, with any of the said Indians, on your own, or their Accounts, or on the Account of any other Person or Persons whatsoever, but only for the [Account] of the Publick of this Province, except it be for necessary Provisions.

4thly. You, nor any of your Clerks or Porters, shall not presume to be absent from the Factory, without the express Permission of the Directors first had and obtained in Writing, except it be on some emergent Occasion of the greatest Importance.

5thly. You, your Clerks and Assistants shall behave yourselves respectfully and uprightly, to the Commanding and other military Officers, at Fort Prince George, and inoffensively as well towards the Soldiers, as our friendly Indians, so that none may have just Cause to accuse any of you, with |20| Injustice, Vice or Immorality.

6thly. You and your Assistants shall endeavour to preserve a good Understanding with our friendly Indians, but avoid making them any Promises which may affect the Trade or Publick, unless you shall have good and sufficient Warrant in Writing, for so doing.

7thly. You and your Clerks respectively shall, from Time to Time, make out, take and write down full and perfect Inventories and Schedules, of all Goods, Wares, Merchandizes, Stores, Utensils and Effects, which shall be delivered into, or come to your Hands, for the Account or Use of the Indian Trade aforesaid; giving (or taking, when you redeliver any of them,) proper Receipts for the same, as the Case, shall or may require. You are also to keep and render to us just Accounts and Reckonings of all your Trade, Traffick and Dealings with the Indians, and of your Remittances, kept in proper Columns, equal to the Species of Goods; sending those Accounts to us, as often as conveniently may be done. Moreover send us constant and timely Intelligence, as Occasion shall require, of all such Merchandize (well described) as may be hereafter wanting, and suitable for the said Trade, and inform us of all other material Occurrences and Affairs, as often as the same shall come to your Knowledge.

Given under our Hands, the nineteenth Day of July in the Second Year of His Majesty's Reign, Anno Domini 1762

John Savage Thos. Smith G

Thos. Lamboll
Thos. Shubrick
Gabriel Manigault

July 19th, 1762. Then received of the Directors of the Publick Indian Trade, Instructions, of which the foregoing is Copy, for my Guidance, as their Factor therein.

Witness my Hand

EDWD. WILKINSON

# APPOINTMENT OF JOHN STIRLING

Copy

South Carolina, ss.

|21| Thomas Lamboll, Thoms. Shubrick, Gabriel Manigault, John Savage and Thomas Smith, Esqs., Directors for the Trade to be carried on, with the Cherokee Indians, on Account of the Publick of this Province of South Carolina.

To John Stirling, Gentleman, We reposing especial Trust and Confidence in the Ability, Fidelity, Care and Diligence, of you the said John Stirling, by Virtue of the Power and Authority to us given and committed in this Behalf, have nominated and appointed, and by these Presents do nominate and appoint you the said John Stirling, to be one of the two Clerks and Assistants, to the Factor for the Time being, appointed or to be appointed by us, or the major Part of us, or the Directors for the Time being, to carry on the Trade aforesaid, at Fort Prince George, Keowee, for Account of the Publick aforesaid according to the Law or Laws of this Province, in that Case made and provided.

And you are forthwith to proceed to, and reside at the said Factory, and to obey, aid and assist, to the Utmost of your Power and Capacity, the said Factor for the Time being, in all Articles, Matters and Things relating to the said Trade; and therein to use your best Care, Diligence and Circumspection, duly and constantly, for the Publick Emolument and Interest, according to Law, and such further Orders and Instructions, as shall be given you by the said Factor for the Time being. And in Case of his Death, you are to give us Notice thereof, and until we shall appoint another Factor, you are to pursue the Orders and Instructions given or sent unto him, by the Directors, for regulating the said Trade.

And you are at all Times, to take, write, enter and render true and perfect Accounts and Copies of all Receipts, Barterings, Dealings, Remittances and other Proceedings, concerning or respecting the said Trade and Business, as the Case shall or may require. And for your faithful Performance of all and |22| singular the Premises, you will be intitled to receive the Salary of a Clerk, as the same is or shall be ascertained, by the Act or Acts of Assembly in that Case made, during the Time you shall be continued as such, and no longer. And the Porters imployed in the said Trade, are to obey you accordingly. This Appointment to continue during Pleasure.

Given under our Hands and Seals, at Charles Town, in the said Province, the nineteenth Day of July, in the Second Year of His Majesty's Reign, Anno Domini 1762.

Thos. Lamboll seal
Thos. Shubrick seal
Gabl. Manigault seal
John Savage seal
Thos. Smith seal

# THE DIRECTORS TO GOVERNOR BOONE

Copy

Letter to his Excellency, Governor Boone, dated July 20th, 1762, from the Directors

Charles Town, July 20th, 1762

MAY IT PLEASE YOUR EXCELLENCY, We have the Pleasure to acquaint your Excellency that the Progress made in providing the Cargo of Goods, for the Cherokee Indian Trade, Waggons, Carriages, a Factor, Assistants, and other Requisites, is so far advanced, as gives Reason to hope the first Parcel of Goods, for the Factory at Fort Prince George, will be dispatched from Charles Town, this Week, or the next, at furthest; and therefore we humbly intreat that your Excellency will be pleased to cause such Orders to be issued to the Commanding Officer, at that Fort, that he may have timely Notice, before the Arrival of the Waggons, to make ready and clear such proper Parts of the Buildings there, as can be spared, for depositing and securing the Publick-Goods, and lodging the Factor and his Assistants, within the said Fort, and for trading with the Indians without (but under the Command of) the same; and as your Excellency shall judge sufficient, for the safe and commodious carrying on of the said Trade, on Account of the Publick of this Province; and that the Waggons may be discharged, as soon as may be expected, after their Arrival there. We have the Honour to be

Your Excellency's most obedient, humble Servants,

Thos. Lamboll
Thos. Shubrick
Gabriel Manigault
John Savage
Thos. Smith

Governor Boone

#### GOVERNOR BOONE TO THE DIRECTORS

|23| Copy To the Indian Trade Directors

Wednesday (being July 21st, 1762)

The Governour acquaints the Commissioners for the Indian Trade, that in Compliance with their Request, he has wrote Directions to the Commanding-Officer of Fort Prince (George) to prepare Store-Room, and give all the Assistance in his Power, to their Factor, which Letter is ready to be delivered to the Commissioners' Order, to be dispatched.

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, Nov. 4th, 1762

To Edward Wilkinson, Esq., Factor at Fort Prince George, at the Chero-kees

Mr. Edward Wilkinson, Sir, We have received your several undermentioned Letters and Dispatches; the first dated at Ninety Six, August 15th past, giving an Account of your having on the 10th of the said Month, engaged in the publick Service and Trade, Patrick Gallahan and James Lasley, as Porters, for six Months; the former to act also occasionally as Linguister, which we approve of, as we impowered you to agree with fit Persons; and though Aaron Price made Application to us, for that Imployment, we referred him back to you; and in case those you have entered, should relinquish, at the End of the half Year, we hope you will be able to procure proper Men, in their Stead. The Salary is established by the Act of Assembly, in that Behalf, and we cannot add to it, nor do we attempt to diminish it.

Your next Letter is dated at Keowee, August 26th and 28th with the welcome News of the safe Arrival of the Waggons there, with the publick Goods, for Trade, on the 23d of the said Month (notwithstanding the Difficulty of bad Roads and Weather) and Notice of your having opened the Trade, with the Cherokee Indians, to their general Satisfaction, except in the Price of the Article of Wampam, but ours being the purple-coloured the Indians should be informed, are double the Value of the white, which we hope will satisfie them in that Article also. And you may assure them, that as in every Article of Trade, we have reduced the Prices as low as possible, and especially in the Ammunition, so we cannot afford to give Credit for any Part of the same, neither do we expect any Profit by carrying on the |24| Trade, upon the easie Terms we have reduced it to, for the Benefit of our Cherokee Friends, who we hope will not desire that we should become Loosers thereby.

It is with real Pleasure we hear of the good Usage and Kindness of Mr. Taylor, Commanding Officer of Fort Prince George, to the Managers of the Trade, and we think he or any other good Officer, could not, with Prudence, turn his Men out of the said Fort, to sleep, by taking away the Room necessary for them to lodge within it; therefore if it be necessary to build a commodious Store without, and on one Side of the Parade, for the Trade, we refer to you, the procuring of it to be done on the best Terms you can agree at, having already furnished the Factory, with some Nails, Implements and Tools necessary for that Purpose. The Figure of such Building should be triangular, and wholy under the Command of the Guns of the said Fort.

In case any Person or Persons have or should presume to transgress the Law for settling the Publick Cherokee Trade, as you are furnished with a Copy of it, we rely on your putting it in due Execution, and if you have no sworn Constable, to execute a legal Warrant, we suppose you may swear one of your Clerks or Porters, on such special Occasion, well and faithfully to execute the Warrant or Warrants then delivered to him, and also to make due Return thereof to your self, or the next Justice of Peace. We observe that

you have Reason to hope for a growing Trade, which if it should prove so, we repeat that you'l not omit, from Time to Time, to send us Invoices as early as possible, of the Goods (both as to Quantity and Quality) which it may be proper to provide and send up, from hence, for furnishing such Trade.

However the Curiosity or Designs of the Indians may prompt them to see the Store-Room, and Goods in the Fort, we flatter ourselves, from the Prudence and Circumspection of those concerned all proper Care and Caution will be used therein, both to guard against any pernicious Attempts of the Indians, or causelessly offending them.

Your next Letter is from Keowee, dated the 10th September past, with a Memorandum of sundry Goods proper and wanting for the Cherokee Trade by Corporal Thomas Kerr, who also brought your Draught on us, for twentyone Pounds, current Money, in his Favour, for Boards and an House, for a Store, for the Use of the Trade at Fort Prince George, which we have paid 25 him accordingly. We recommend the Reasons above mentioned, to be used by you, with the Indians, for trimming away the useless and pernicious Snouts and Shanks off of the foul Skins, which they may offer in Barter. This Week we received your Letter of the 5th Ultimate, inclosing the Account of Goods sold, Memorandum of Goods wanting, and Copy James Holmes's Receipt for the thirty-one Bundles Skins &c. which you delivered him, and sent by Mr. Nightingale's Waggons. We also received the said Skins safe two Days past, without any apparent Damage. It would have been satisfactory to us, to have had a short Memorandum of what Goods remained unsold at the Factory, that we might the better have made up an Assortment for the Factory at Fort Prince George, as we are now about providing to send you a Supply of two Waggon Loads of fresh Goods, which we propose shall set forward this or next Month at furthest, from Charles Town.

The Act of Assembly we furnished you with, shews it not to be in our Power, to send Goods any further, for the publick Account, and Indian Trade, than where you reside, but in Time the Request of the other Indian Towns may be taken into Consideration, by the Legislature, with whom only it remains, to grant any further Allowance or Augmentation of Salaries. As to the small Parcel of Skins which Patrick Gallahan procured before the passing of the Act, we don't concern our selves about them, though you did right, to acquaint us of the same, and must now take Notice of, and call to Account whomsoever shall presume to transgress or violate the Law. We shall consider what you mention about the Price of the Padlocks &c. and acquaint you concerning that and other needful Matters, per next Opportunity, for we did not hear until yesterday Evening of this Express going up, and must now conclude, with Esteem, Sir,

Your loving Friends,

Thoms. Lamboll
Thoms. Shubrick
John Savage
Directors

# TABLE OF GOODS AND PRICES FOR THE INDIAN TRADE

Charles Town, South Carolina, November 20th, 1762

By the Directors of the Cherokee Indian Trade, on Account of the Publick of the said Province.

An additional alphabetical Table of sundry (other) Wares and Merchandizes, with the respective Rates and Prices, the same are hereafter to be bartered and sold at, to the Indians, |26| at the Factory at Fort Prince George, Keowee, by the Factor there, for the Time being, according to former Instructions, and the Terms and Conditions heretofore prescribed.

For			Pounds of Skins
Augers 3/4 inch	I	and so in	1 1/2
1 1/4 inch	1	Proportion	21/2
Bands for Wrist, Silver Plain		for greater	, –
now sent-large, Cost 4s:0	I	or less	7
smaller do. 3s:5	I	Quantities	7 6
Beads, Barley-Corn, now sent,		of each	
large, a Bunch of twelve, short Strings		Sort	1 1/2
Do. a Bunch of four long Do.			
Bever Trapps, now sent, a large			
one, with its Chain			151/2
a small do., ditto			111/2
Breast, Brass Buttons; see			
Buttons &c.			
Brooches for the Breast, of Silver			
now sent; which cost 10s			•
a peece	I		2
Buttons, Breast, of Brass, now	36		-
sent, Buttons, Silver Sleeve; see	30		I
Sleeve, Silver Buttons &c.			
Cambrick now sent, which cost			
about 20s a Yard			•
Caps, Holster; see Holster Caps			3
Coats, Surtoot; see Surtoot Coats			
Cottons, Striped &c. see Striped			
Cottons &c.			
Duffields, headed Shagg, now			
sent, pr. Blanket			5
Dutch, Looking-glasses &c. see			,
Looking-glasses &c.			
Figured Handkerchiefs; see			
Handkerchiefs &c.			
Files, Handsaw; see Handsaw			
Files			

Frying Pans	a Pound	I
Gilt Trunks; see Trunks, Gilt		
Gimblets, small, of all sizes		4
Glasses, Dutch looking &c. see		
Looking-glasses &c.		
Gloves, Men's Yarn	a Pair	I
Gun Locks, now sent, which cost		
about 15s each		3
Half-Thicks, Purple	1¼ Yard	2
Hammers, large	I	2
small	r -	I
Handsaws Handsaw Files	I	4½
	2	₹⁄2 lb.
Handkerchiefs, now sent,		
Scotch, which cost about 6 or	-	<b>v</b>
7s a peece Figured and spotted Do. 9 or		I
10s Ditto		11/2
Silk Ditto 16 or 17s Ditto		3
27  Headed Shagg Duffields;		3
see Duffields &c.		
Hasps and Staples, with Pad-		
lock; see Padlock &c.		
Holland Cottons &c. see Striped		•
Cottons &c.		
Holster Caps, now sent, cost		
here about £4:5 a pr.		15
Holsters and Straps, now sent,		ŭ
cost here about £2:15 a pr.		9
Horse Whips, now sent, cost		•
here about £1:5 a pr.		4
Housings, for Saddles now sent		
cost here about £2:15 a peece		10
Do. fringed about £4:10 a peece		15
Juggs, blue and white now sent		
of a Gallon	I	3
of an half-Gallon	ĭ	2
Leathers with Spurs; see Spurs		
with Leathers		
Linnen now sent, White, about		
Yard wide which costs about		
9 or 10s a Yard		I 1/2
Striped Ditto, which costs		
about 6s/6d a Yard		I
Locks, for Guns; see Gun Locks		

Looking-Glasses Dutch with		
Cases, now sent,		•
cost about 11s a peece		2
29s a peece		3 6
50s a peece		9
Muscovado Sugar; see Sugar &c.		,
Nails 8d and 10d of either, an		
hundred		. I
20d an hundred		11/2
Needles for Sewing,	50	1
Padlock, Small or Spring; with	<b>y</b> -	•
Hasp and Staples		11/2
Pans, Frying; see Frying Pans		-/ <b>-</b>
Pistols, with Brass-Barrels, now		
sent, a Pair		36
Ribbon now sent		3.
Broad Figured Silk which		
costs about 3s/4d per Yard	2 Yards	I
Silk and Cotton Figured costs		
about 2s/01d per Yard	2½ Yards	I
Narrow Taffety, costs about	, -	
1s/9d per Yard	3 Yards	ī
Rope, white	1½ Lbs.	1
Staples, with Hasp and Padlock;	,-	
see Padlock &c.		
Shagg-headed Duffields; see		
Duffields &c.		·
Saddle Tacks; see Tacks for		
Saddles &c.		
Saddles now sent		
Side, for Women; with all		
Furniture each Saddle		40
Striped Cottons and Cotton-		•
Hollands costs about 11 or 12s		
a Yard		2
Sleeve, Silver, Buttons, costs		
about 14s a Pair		21/2
Silver Brooches, for the Breast;		
see Brooches &c.		
Silver Bands, for the Wrist;		
see Bands &c.		
28 Silk Handkerchiefts; see Hand-	•	
kerchiefts &c.		
Shirts, now sent, white-plain and		
checked-plain a Pee		7
white-ruffled a Pee		9
checked-ruffled a Pee	ce	8

large (white checked) ruffled, for Great Sawny a Peece Spotted and Scotch Handker- chiefts; see Handkerchiefts &c.	9
Stockings, Womens Worsted, cost about 16s a Pair	1
Spurs, with Leathers, cost	3
about 9s a Pair	11/2
Sugar, Muscovado, now sent	,-
Two Pounds	I
Surtoot Coats, now sent each	16
Tacks, for Saddles Two hundred	1
Trapps, for Bever; see Bever Trapps	
Thread, White, now sent an Ounce	I
Trunks, Gilt, a Nest containing 8;	
costs £10; the Whole to be rated	
proportionally on each Trunk,	
according to its Size	34
White Rope; see Rope, White	
Wrist Bands, Silver; see Bands	
for Wrists &c.	
Whips, for Horses; see Horse Whips	
Womens' Side-Saddles and Furni-	
ture; see Saddles &c.	
Worsted-Stockings; see Stockings	

Given under our Hands, Nov. 20th, 1762, in the Third Year [sic] of his Majesty King George the Third's Reign.

Thos. Lamboll
Thos. Shubrick
John Savage
Thos. Smith
Directors

# THE DIRECTORS TO EDWARD WILKINSON

To Edward Wilkinson, Esq., Factor at Fort Prince George, Keowee, at the Cherokees

Charles Town, Nov. 20th, 1762

# Mr. Edward Wilkinson

SIR, The foregoing is Copy of our last which we intended by the Governour's Express; but missed the [Opportunity], so it went by the Waggons and Indians, sent by his Excellency; and we hope it reached you. We have considered and settled anew, the Price of the Padlocks (which differ but little in their Cost here) and also the additional Sorts of Goods, as you'l perceive by

the Table hereinclosed,<sup>41</sup> to which we refer. There was |29| twenty unmerchantable drest Deer Skins, in the Parcel, which we received by the Waggons; you'l therefore be careful hereafter, to distinguish between those which are merchantable and such as are not: the Freight to be paid for them, being alike, but the Value very different, so should their Cost be.

Inclosed you have Invoice, and the Receipt of the Waggoner for the Goods, Wares and Things now provided and sent by the Waggons of Mr. Thomas Nightingale, on Account and Risque of the Publick, and chiefly for Sale, to the Indians, amounting to two thousand, eight hundred, twenty-two Pounds, sixteen Shillings and eight Pence, (there having been some Omissions through Haste, the true Amount of Invoice is £2827:16:8 per Invoice Book) current Money, with Cost and Charge, and packed up as an Assortment, according to your Memorandums, though the Fineness and Costliness of the Goods seems to us inconsistent with the indigent Circumstances of the Indians, who even want Credit. Nevertheless we depend on your Prudence, not to send for Superfluities, that the Indians can't, or are unable to buy, or pay for.

By the Time these Waggons can return hither, we reckon another more considerable Cargo of Goods, will be ready here, for a further Supply of the Factory, unless we should be disappointed. Don't omit sending us, by these Waggons, what Skins and Furs you may have on Hand, with an Inventory of all the Goods remaining unsold, and of such others, and their Quantities, as you shall judge needful, and vendible in the Indian Trade, and such further Advices and Intelligence, as may be necessary and proper to acquaint us of. The 18th Instant we received yours of the 30th Ultimate and 5th Instant, with the Sample of small Beads inclosed, which at present are not to be procured here, but may soon. We are concerned to hear that some of the Powder proved so bad as you mention, and would have you to use your best Endeavours to get it off, in this Time of Scarcity, by drying, sifting or mixing, as may be most proper; notwithstanding the Supply now sent. In regard to what you write, concerning the Expences of entertaining Indians, you should carefully avoid any of that Kind, as granting it (even to the Head Men) would 30 probably be a President [sic], for others to expect the same; and as the Law for regulating the Trade, don't give us Liberty to allow any such Charge, you must shun it, if possible, but if you should be under an absolute Necessity of entertaining an Head Man, on any extraordinary Occasion, we may consider of it; however it behooves you to use the greatest Frugality.

We are not acquainted what Reasons you may have for building a Trading-House, beyond the Reach of the Guns of the Fort, but as it is repugnant to Law, we peremptorily forbid it to be placed at such Distance. Your last Letter, by Mr. Erfoust, of the 11th Instant, we received Yesterday, and cannot agree to take Raw Skins, in Barter, unless you can get them drest, to Advantage, at least without Loss, to the Publick. We observe you have issued Warrants, as the Law directs, against two Persons, for trading, contrary thereto, with the Cherokee Indians, for which we commend you, and think that taking a Pledge, of equal Value with the Penal Sum, to be required of Securities in the Recogni-

<sup>&</sup>lt;sup>41</sup> Above, pp. 576-79.

zance, is agreeable to Law. Have you also taken Recognizance and Sureties, of Witnesses, to appear and give Evidence, at Court, to convict the Offender's, and transmitted those Recognizances, with the others? or can you yet procure competent Witnesses, to appear, and give Evidence, at Court, of the Facts? It will be necessary to have such Evidence present, at the Trial, for written Affidavits may not be sufficient to convict the Offenders. The Informer (who is to have the Forfeiture) should also employ and speak to an Attorney, to prosecute the Cause, to effect. If any Thing of that kind is yet undone, it should be done, in Time, before March Sessions, which is the best we can advise you to do, in the present Cases. The Key of the great Trunk is hereinclosed. We remain

Your loving Friends,

Thos. Lamboll Gabl. Manigault John Savage Thos. Smith Directors

#### THE DIRECTORS TO EDWARD WILKINSON

31 To Edward Wilkinson, Esq., Factor for the Public Indian Trade, at Fort Prince George, Keowee

Charles Town, Feb. 21st, 1763

Edward Wilkinson, Esq.

Sir, Your several Letters of the 11/15th Jan. Past, per James Holmes, with the Waggons; and John Stirling, our Clerk, of the 10th Instant; the former received the 7th and the latter the 17th Ditto, and brought open, are before us, but that of the 9th December, 1762, came not to Hand, until this Day. The Skins and Bever that Holmes delivered us, out of the said Waggons, answered the Number mentioned in his Receipt which was inclosed in your said Letter, by him, and came safe, except a few that received a little Wet, but a great many of the said Skins (as we have shewn Mr. Sterling) were very foul and ordinarily (farr from being clean) dressed, and did not answer your Character of them; on the Contrary they will lessen the Price of the Rest, when they come to be sold.

We also received your Inventory of Goods, left in the Store, the 20th December, 1762; Abstract of Sales of Goods, to the 12th Ultimate; and Memorandum of Goods wanted for the Trade. The Mistake in the Number Twelve written in Mr. Nightingale's Receipt, instead of Nine Powder-Baggs, which was the true Number, as per Invoice, was occasioned by Haste. When the Head Fellows or others of the Indians, come to the Fort, and not for Trade, we suppose such Visits must be to the Commanding Officer of the Garrison, on Affairs concerning the Government; if not, then they are idle, and can only interrupt your Business, and take up your Time, therefore don't deserve Encouragement. It does not appear to us, by the Act of Assembly, that we, as Directors, are to carry on Prosecutions, against illicit Traders, nor can we, without apparent Absurdity, be deemed Informers, against such Offenders in

the Cherokees, but we suppose you may have heard by this Time, from the Clerk, what Method should be taken, to carry on the Prosecution. We apprehend the Skins were deposited with you, as Surety or Bail, for Appearance to Answer at Court, and not as a Seisure.

As to what Goods you have delivered to any white People, on Credit or otherwise, without our Orders, doubtless you do or will take care to get Payment from them, as we can do no less than expect of you to satisfie us for the same, after the Rate of our Table of Prices delivered |32| to you, in July last, in relation to Payments made in current Money, not that we approve of such Dealings. James Lasley being discharged, we like Aaron Price, and allow of him as a Porter, for the Factory, in the Place of Lasley.

According to what we wrote you in our last; when Mr. Stirling arrived here, we were inquiring for Waggons, to send up the Cargo of Goods, we had before contracted for, and which were then landing here, and now hope will be dispatched, by the said Waggons, sometime this or next Week, to the Factory, when we propose to write to you again. In the mean while we agree to the Plan of the Trading-House laid before us, by Mr. Stirling, and proposed to be built, under the Command of the Guns of Fort Prince George, Keowee, and likewise to the Terms of the Contract you have made, with the Soldiers, to saw and work the Stuff, and erect, build and furnish the said House, as we understand those Terms to be the same Price for the Work and Labour there, in felling, squaring, sawing and building, as is usual in the Settlements, for we had rather encourage the industrious Soldiers and Men, at the Garrison, than hire and send Labourers and Workmen from hence, but do in no Shape expect or intend to buy the Wood, especially as we find some of the Working-Tools.

We now, by Mr. John Stirling, send you a Brand-Iron, with the Letters S C T and therewith would have all Skins and Furrs, bought or received, on Account of the South Carolina Indian Trade, to be branded above the Necks, as usual, not to prejudice the Skin. The Reports and Tales in the Indian Country are often contradictory to each other, yet when those of any Moment come to your Knowledge, you do well to inform us of them, for they may sometimes contain Truth and prove of Importance. James Holmes returned the empty Trunk, and its Key, by the last Waggons that came to us. We continue to be, with Esteem,

Your loving Friends,

Thos. Lamboll
Thos. Shubrick
Gabriel Manigault
John Savage
Thomas Smith
Directors of the Public Indian Trade

#### THE DIRECTORS TO EDWARD WILKINSON

[33] To Edward Wilkinson, Esq., Factor for the Publick Indian Trade, at Fort Prince George, Keowee

Charles Town, March 2d., 1763

Edward Wilkinson, Esq.

Sir, According to our last, of the 21st Ultimate, by Mr. John Stirling (who we hope will be with you, before this) we have now laden, in four Waggons, of Mr. Thomas Nightingale's, on Account and Risque of the Publick Indian Trade, for the Factory at Fort Prince George, Keowee, under your Care, a compleat Assortment of Goods, for Sale, and other Things, as you'l perceive, by the inclosed Receipt and Invoice, amounting to £4,555:01:10 (say, four thousand, five hundred and fifty Pounds, fifteen Shillings and two Pence, corrected) current Money, with Charges, which we wish safe to your Hands; and in your bartering, if any of the Merchandize sent, should appear to vary much in their Quality and Cost, from the several Species, ascertained in your two former Tables of Prices, then apportion the Skin-Prices of such Goods, according to their different Goodness and Costs, as per Invoice; our general Rule of setting the Prices, being about six Shillings, current Money, first Cost, for one Pound of Leather, though many of the principal Articles are charged a great Deal cheaper, to comply with the usual Custom, particularly that of Strouds, which is altogether unprofitable, even when sold for Skins. Therefore you must not sell any of that Commodity, for Money, whereby a Loss of above twenty-five per Cent would be sustained.

The Indians will see the intrinsick Goodness of our Goods, especially the present Strouds, which ought to induce them to sell us clean, merchantable Leather, and not the Hoofs and Snouts of the Deer, that are of no Use, except to breed Worms and Vermin, and therefore ought to be cut off, and thrown away, either here, or in the Cherokees; and to save the dear Carriage of the same, 'twould be best done there. When the Waggons shall return, send us, by them, all the Skins and Furs (branded) which you may have, or can purchase, by the Time for Account of the Publick Trade, together with the needful and usual Receipts, Inventories, Memorandums, Accounts and other Advices for our Information. We are, with Esteem,

Your loving Friends,

T. LAMBOLL
G. MANIGAULT
J. SAVAGE
T. SMITH

P. S. Inclosed is the Key of the old Trunk.

# THE DIRECTORS TO GOVERNOR BOONE

134 To his Excellency Thomas Boone, Esq., Governour &c.

Charles Town, March 2d, 1763

MAY IT PLEASE YOUR EXCELLENCY, To permit us to express the just Sense we have of the Protection and Assistance you have constantly granted us, in carrying on the Indian Trade, on Account of the Publick; particularly your

Condescension and Readiness in granting us the Loan of four hundred Weight of Powder, in November last, when we could not otherwise procure that Article, so essential for the said Trade. We further beg Leave to inform your Excellency, that we have replaced in the Magazine, the said Quantity of Powder, ready for your Excellency's Order, to the Powder-Receiver. We have the Honour to be,

Your Excellency's most obedient and most humble Servants,

THOMAS LAMBOLL
GABRIEL MANIGAULT
JOHN SAVAGE
THOMAS SMITH
Directors of the Indian Trade

#### THE DIRECTORS TO EDWARD WILKINSON

To Edward Wilkinson, Esq., Factor for the Publick Indian Trade, at Fort Prince George, Keowee.

Charles Town, June 2d, 1763

Edward Wilkinson, Esq.

SIR, We received yours of the 17th March past, with the Account of Goods remaining unsold at Fort Prince George Factory, the 15th of the same Month; likewise yours (intended to be) of the 5th April, acknowledging the Receipt of the last Supply of Goods that we sent by the four Waggons of Mr. Thomas Nightingale, under the Care of James Holmes. Also yours of the 19th Ultimate, by Patrick Gallahan, inclosing an Inventory of the Publick Goods remaining at Fort Prince George Factory, the 17th of the said Month. Also your Letter of the 3d Ultimate, by James Holmes, and therewith his Receipt for the Skins and Bever, laden in the four Waggons above mentioned; your Account of Goods, remaining at the Store, on the 30th April. Memorandum of Articles wanting for the said Factory and Store, dated 2d Ultimate, and Account of the Sales of Goods, at the Factory, beginning the 16th January, and ending the 28th April, 1763. But we have not yet received an Account of the Goods that have been sold or delivered to any other People besides the Indians, and you must be sensible it ought to be laid before us that we may see Justice done to the Publick, which appointed us, only for carrying on the Trade with the Indians.

Yesterday came to Town, the four Waggons of Mr. Nightingale, with the Skins and Furrs, which were delivered to us, according to James Holmes' Receipt; and in tolerable good Order.

John Stirling has been before |35| us; we are of Opinion, and so have told him, that by his leaving the Factory, without Leave, his Place of Clerk, of course became vacant, but we cannot settle with him, for his Quarter's Salary, to the 19th April last, according to your Certificate, because you have omitted sending the Account, which you mentioned he was indebted for. We are concerned to hear of the Quarrel between you which has brought not only Expence and Injury to the Publick, but exposed their Trade and Interest to manifest Hazard and unavoidable Contempt. Whereas a little Consideration, and Re-

gard to the publick Weal, would have prevented such Rashness and Imprudence, and their Consequents, especially among the Heathen, and where the Trust is so important, but we hope the like will not happen again. At Present we are providing another Clerk, as also a proper Assortment of Goods and Necessaries for the Factory and Store, which we reckon will be dispatched from hence, some Time the Week after next; in the mean while we send back the Bearer, Patrick Gallahan, that you may be apprised of our Intentions. In our next we shall advise you of the Rates for sawing Scantling and Boards, and what is needful. We continue to be

Your loving Friends,

T. Lamboll
T. Shubrick
G. Manigault
J. Savage
T. Smith

# THE DIRECTORS TO LIEUTENANT TAYLOR

To Lieut. Charles Taylor, Commandant of Fort Prince George, Keowee

Charles Town, June 2d, 1763

SIR, We are favoured with yours of the 20th Ultimate, by Mr. Stirling, who without any Determination of ours, by quitting his Post, made his Office vacant, and though we are sorry for the Accident that occasioned you the Trouble of writing, we chearfully embrace the Opportunity it gives us, of acknowledging, in this Manner, the many Instances of your Readiness to do good Offices, to the Publick Indian Trade, under our Direction, and it is with great Pleasure that we now subscribe ourselves, Sir,

Your most humble Servants,

Thomas Lamboll Thomas Shubrick Gabriel Manigault John Savage Thomas Smith

By Patrick Gallahan

# APPOINTMENT OF JAMES PRITCHARD

Copy

[36] Thomas Lamboll, Thomas Shubrick, Gabriel Manigault, John Savage and Thomas Smith, Esqs., Directors for the Trade to be carried on with the Cherokee Indians, on Account of the Publick of this Province of South Carolina.

To James Pritchard, Gentleman, We reposing especial Trust and Confidence, in the Ability, Fidelity, Care and Diligence of you, the said James Pritchard, by Virtue of the Power and Authority to us given and committed in this Behalf, have nominated and appointed, and by these Presents do nominate and appoint you the said James Pritchard to be one of the two Clerks and Assistants, to the Factor for the Time being &c. (Verbatim, with the Ap-

pointment to John Stirling, entered in this Book, the 19th July, 1762; which see.)42

Given under our Hands and Seals, at Charles Town, in the said Province, the seventeenth Day of June, in the third Year of His Majesty's Reign, Anno Domini 1763

South Carolina

Thos. Lamboll seal
Thoms. Shubrick seal
Gabriel Manigault seal
John Savage seal
Thomas Smith seal

# THE DIRECTORS TO EDWARD WILKINSON

To Edward Wilkinson, Esq., Factor for the Publick Indian Trade, at Fort Prince George, Keowee

Charles Town, June 21st, 1763

Edward Wilkinson, Esq.

SIR, Our last bore Date the 2d Inst. by Patrick Gallahan, Publick Porter; the Charge of which Express paid here, was twenty-two Pounds, ten Shillings. In that Letter we promised to advise you, concerning the Rates of sawing Scantling and Boards in the Settlements, which we shall now do. You say that you agreed to give the Soldiers, for sawing the Stuff, the same Prices, as it sells for, in Charles Town, without any Allowance to be made for the Stuff (i.e., Wood), which Expression we don't understand unless you mean by it, to pay Charles Town Price for Boards &c., and then not to charge for the Trees again, which would be twice charging the same Thing.

Indeed it appears to us, that if we should pay Charles Town Market Price, for Stuff lying sawed, at the Pits, in the Cherokee Woods, and also for drawing it to the Garrison (for which we have actually paid Mr. Thomas Nightingale twenty Pounds Cash,) we shall certainly buy the Wood, and pay for the sawing and Carriage besides, which would be very extraordinary, and render sawing in the Cherokee Country, double the Profit of sawing here, for those in the Settlements, who have not Trees of their own, but buy and saw them [37] up, for Sale, first pay twenty Shillings, for each Tree; then for carting the Stuff, from the Pit to the Landing; afterwards Freight from thence to Town, and lastly Wharfage, Portage and Measuring, before such sawed Stuff will fetch, viz. Boards, thirty-five Shillings per hundred Feet, and Scantling three Pounds ten Shillings, whereout the above enumerated Expences are born or sustained, by the Seller here. Therefore we think (and every reasonable Person must own) that twenty Shillings, an hundred Feet, for sawing Boards (the very Price paid here, for such Labour) and Scantling in Proportion, is most adequate to their real Value here, contingent Charges deducted. Upon the Whole, we refer to you, to compleat the Agreement for this Stuff, on the best Terms you

<sup>42</sup> Above, pp. 572-73.

The 13th Instant we received your Letter of the 27th Ultimate, forwarded by James Mayson, Esq., and containing a fuller Account of the Quarrel, and indecent Behaviour of the late Clerk, John Stirling, previous thereto, which hath really proved a considerable Detriment to the Publick, and had you sooner imparted to us some of the Particulars therein mentioned, might possibly have been prevented. We have not seen either of the Gentlemen you referr to, but are satisfied that Mr. Stirling justly deserved to be discharged from his late Employ, and if he or any other should hereafter disturb you, your Clerk or Porters, or interlope in our Commerce, it will behoove you to exert your Duty as a Magistrate, and execute the Power with which you are invested, by the Act, to regulate the Trade with the Cherokee Indians &c. keeping us advised, from Time to Time, of all material Occurrences, as our former Instructions mention, the better to enable us, to support you, and if it should unhappily fall out (as we hope it will not) that you should meet with Embarassments, from any whose Duty it is to assist you, don't fail to let us know of it, but such Matters (we think) should more properly be in a separate Letter, then blended with Affairs of Trade. The Person we have appointed for your Clerk, is Mr. James Pritchard, who received from us his Appointment as such, dated the 17th Instant, and probably may accompany this; we have given him to understand, that his Continuance as Clerk, in the Trade, will rely on his good Demeanour and the Testimony we shall occasionally receive thereof, for this Reason, with Respect to himself, as well as all others in our Service, so farr as they shall come under your Cognizance, much will depend on your Certificate, to be given, of their faithful Discharge of the respective Trusts, from Time to Time reposed in them.

The Goods, now laden on the Account and Risque of the Publick Indian Trade, in four Waggons of Mr. Nightingale above named |39|<sup>48</sup> and bound to the Factory of Fort Prince George, Keowee, for the said Trade and Store, amount with Charges, as per Invoice inclosed to the Sum of four thousand, five hundred and ten Pounds, eleven Shillings and (say) seven Pence, current Money, to compleat a suitable Assortment. A Duplicate of Mr. Nightingale's Receipt for the same, you have also hereinclosed, and where, in your Bartering, you cannot reconcile any of the said Goods, to our Tables of Prices, you must have Recourse to the general Rule contained in our Letter of the Second March last, demanding a Pound merchantable heavy drest Deer Skins, for every six Shillings Prime Cost here, of Merchandize, and so in Proportion.

We cannot in Justice to the publick Interest, dispence with the Repetition of our former Complaint, of the enormous foul Dressing of the Deer Skins, by the Indians, and their still leaving the same incumbred with Hoofs and Snouts, so detrimental to the Leather, and that after they had promised to amend the Fault, and we had taken care to procure, and do continue to furnish them with, the best and costliest Goods. This last Remittance of Skins sold for less than the former, about 18d. [sic] a Pound, or ten per Cent round, which plainly shews the Loss we sustain, by their unequal Dealings. By these Waggons remit us all the Returns you have already purchased, or can purchase in

<sup>48</sup> In the original, there is no page number 38.

Time, on Account of the Publick Trade. As to other Matters, observe and pursue our former Instructions, in every Respect, where they remain unaltered. Amongst other Things, inform us, whether there be really Business or Imployment, in the Factory, for two Clerks, or if one alone be not sufficient. We remain

Your loving Friends,

Thomas Lamboll
Thos. Shubrick
Gabriel Manigault
Jno. Savage
Thos. Smith
Directors

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, December 3d, 1763

Edward Wilkinson, Esq.

On the 8th August last we received your Letter by John Harris, of the 19th July preceeding, with John Stirling's Account amounting to one hundred fourteen Pounds, sixteen Shillings and five Pence, current Money, though we have seen another Account of yours, against him, which was no more than one hundred and eight Pounds, nineteen Shillings and four Pence ½d, when he left that Factory.

On the 22d August we received yours of the 7th ditto, by Michael Kaltysen, which informed us, of the safe Arrival of Mr. Pritchard, and also of Mr. Holmes, with the last Goods, and his delivering them to you, in good Order. You can neither be a Stranger to the Manner that the Deer Skins should be dressed and trimmed, to render them merchantable, nor to our Prices being cheaper, than the Indians can |40| buy the like Goods at, any where else.

On the 27th October past we received your Letter, by James Holmes, of the 29th September foregoing, and therewith his Receipt for the four thousand, one hundred and nine Pounds Deer and Bever Skins, which you delivered him the 27th of the said Month, and we received the 28th October aforesaid, by the Waggons, without Dammage (only twenty-five Deer Skins were found unmerchantable, and sold under half-Price), the Memorandum of material Articles remaining at the Factory, for Sale; Memorandum of Goods wanting for the said Factory; Aaron Price's Certificate, for half a Year's Service, as a Porter, to the 10th August last; Patrick Gallahan's ditto; your Account of Barter with the Indians, from April 30th to September 26th last, and Account Sales of Goods, to the Officers and others, from the 25th August 1762, to 29th September, 1763, with the Charges for Stuff and building the Stores, amounting to two hundred eighty-one Pounds, fifteen Shillings and a Penny, current Money, over and above what we have paid here, and furnished, towards the same.

We have now loaded two hired Waggons, of Mr. Thos. Nightingale, in the Care of Mr. James Holmes, with such of the Goods and Necessaries as you wrote for, and we could get, with a few others, for the Publick Indian Trade, at the said Factory, at Fort Prince George, amounting (as you'l perceive by the Invoice and Receipt of Mr. Thomas Nightingale aforesaid, hereinclosed) to one thousand, nine hundred twenty-six Pounds, thirteen Shillings and four Pence, current Money, which we hope will arrive safe, and likewise prove a seasonable Supply, for the said Trade. Some of the Species of the Articles now sent, may not be in your Tables of Prices, and therefore will require your settling their Indian Rates, according to the general Rule we lately directed, of a Pound drest Deer Skin, for every six Shillings, current Money, Cost here, and so in Proportion, but in case the Goods are ponderous and perishable, an higher Price must be required, in Barter, for such. Finding that our whole Trade has not yet brought in one hundred Weight of Bever, induces us to suspect, that it may be occasioned by |41| our having set the Price thereon, no higher than that of heavy drest Deer Skins, agreeable to the old Custom; therefore as the Value here, of the former, is near double that of the latter, we have resolved, and do now order, that if it shall appear to you, the giving somewhat more for Bever Skins, than our Table of Prices has them at, will considerably augment the Quantity of that Commodity hereafter to be purchased, and not otherwise, than then you do make such a moderate Alteration and Advance in the Price thereof, to the Indians, as may answer the End proposed, and advise us, by first Opportunity, of such your doing.

Instead of Books, we send you large Paper, of the Dimensions you desired, and also Cartridge Paper, for covering to the same, which you may cause to be ruled at Leisure, and to liking. The several Draughts and Orders sent in your last, are answered, except those of Lt. Charles Taylor and Doctor Thomas Ford (both of which are however accepted) and of Lieut. Lauchlan Mcintosh, who is not here, but in Georgia.

We referr you again, to our former Instructions and Letters, and in case there should happen to be more Skins and Furrs, at the Factory, than will load the two Waggons, and you can get Room in other good Carriages, don't fail making us Remittance thereof, as soon as conveniently may be. We could meet with no Seed Beads at this Time. Inclosed is the Key of the Box. We remain,

Your loving Friends,

Thos. Lamboll
Gabl. Manigault
Jno. Savage
Thos. Smith
Directors

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, March 8th, 1764

Edward Wilkinson, Esq.

The 6th Ultimate we received yours of the 26th January last, by Express Joss, and this Day yours of the 27th Ultimate, with a Memorandum inclosed, of some few Articles, wanting for the Trade, by Express Wildermot. The Contents of both Letters we observe, and when Opportunity offers, shall supply the Facctory [sic] with the needful Goods; in the mean Time, it is our Opinion,

that 'twill be most for the Interest of the Publick, and therefore do now direct you, that the Waggons (which we have no Right or Desire to detain) be dispatched as soon as they may be, with Safety, to bring down to us, all the Deer Skins and Bever, which you have purchased, or can purchase, in convenient Time, with the needful Advices and Accounts, according to former Orders and Instructions. We doubt not you have heard of his Majesty's Proclamation for granting a free Trade, among the Indians in Amity, to all duly qualified and licensed British Traders. We remain, Sir

Your loving Friends,

T. LAMBOLL
T. SHUBRICK
G. MANIGAULT
J. SAVAGE
T. SMITH
Directors

By Express Wildermot

## THE DIRECTORS TO EDWARD WILKINSON

42

Charles Town, April 25th, 1764

Edward Wilkinson, Esq.

Since our last to you, of the 8th Ultimate, the Purport whereof was to order down all the Skins and Bever, which you had purchased for the Publick, we received, on the 7th Instant, yours of the 17th Ultimate, and therewith your Account of Bartering, as Factor, from the 27th September, 1763, inclusive, to the 15th Ultimate, inclusive; a Memorandum of the most saleable Goods, remaining at the Factory, the said 15th Ultimate; another of the 17th ditto, of some Goods wanting there, for the said Trade; James Holmes's Receipt, of the said 17th March, for three thousand, three hundred and eighty-five Pounds of drest Deer Skins and Bever, then delivered him, to bring down, for the publick Account; one Certificate dated 10th February last, for Patrick Gallahan, and another for Aaron Price of the same Date, for their respective Services, half a Year, as Porters, to the said Day (both which Salaries were immediately ordered to be paid, as was, on the 31st Ultimate your Certificate, then received for the three Months' Service of James Pritchard, our Clerk, at Fort Prince George Factory, to the 17th September last,) the Draught of Ensign Alex. Cameron, dated the 25th February last, on Corrie and Scott, for thirty-seven Pounds, eleven Shillings, current Money, payable at Sight, (which is paid) and the Draught of Doctor Thomas Ford, for fifty-eight Pounds, three Shillings and a Penny, current Money, dated the 27th February last, on Moodie and Ballingall, payable at thirty Days Sight, (which is refused, but Mr. Manigault intends to write to the Doctor, who now lives at Edisto, and endeavour to get Payment for you).

On the 9th Instant we received of the said James Holmes, the Deer Skins and Bever, out of the Waggons, according to his Receipt above mentioned, clear of Dammage, though the said Deer Skins were uncommonly foul, and ill dressed, and for that Reason, at Vendue, sold but indifferently.

The Fall in the Price of Bever here, and the few you have taken in two Winters, convinces us, that it will avail very little, to raise the Price of them, in the Cherokees, and therefore we waive doing it. The Memorandum now received of (only) the most saleable Goods, remaining at the Factory, is not to our liking, for our Meaning in that Respect was and is, that whenever you make us Remittances, you do also render a full and perfect Inventory of all the Goods and Effects then actually remaining at the Factory, both as to Quality and Quantity, and we trust you'l be punctual therein, for the Future as that alone can enable us, from Time to Time, to render a true State of the Trade, under our Direction, and it cannot be difficult, to make out such Inventories, with the Assistants which you have, if you'l begin to take the same, two or three Days before you expect to send down the Returns.

We have as expeditiously as possible laden, in Mr. James Holmes's Waggon, under his Charge and Care and sent you, for an Assortment, for the Trade, at Fort Prince George [43] Factory, the several Goods mentioned in the inclosed Receipt and Invoice, amounting to four hundred sixty-two Pounds, five Shillings and eight Pence, on Account and Risque of the Publick, and we hope the same will arrive in good Condition, and also prove a seasonable Supply. When the Waggon or Waggons may be ready to come back, send down all the Skins and Returns you shall have purchased. For other Matters, we referr you, as usual, to our former Advices and Instructions, and remain

Your loving Friends,

Thomas Lamboll
Thomas Shubrick
Gabriel Manigault
John Savage
Thomas Smith
Directors

P. S. Linnens are become both scarce and dear; the Sorts now sent can't be sold under one Pound and Quarter of Skins, which we mention for your Observance. Your Draught on Lt. Lauchlan Mcintosh last September is answered; and the then accepted Orders of Lt. Charles Taylor and Doctor Thomas Ford, are also paid. Inclosed is the Key of the Trunk now sent.

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, June 7th, 1764

Edward Wilkinson, Esq.

We are favoured with both yours of the 15th April, and 21st May past, and are glad to hear of the Arrival of the Waggons, with the last Supply of Goods, for the Publick Trade, sent by Mr. Holmes, in good Order, and suppose before this you have found the whole Number of Handkerchiefts right, though some of the Peeces contained more, and others less than a Dozen.

The Act of Assembly which constitutes us Directors, for carrying on of the Publick Indian Trade, also requires the constant Attendance of the Factor, at Keowee, so that we cannot dispense with the Liberty you have asked, of coming to this Town; and whether the Legislature, which is now sitting on Business, will be pleased to continue or not, the Publick Trade, is wholy with them, to determine.

When Opportunity offers, we purpose to send you, the few Articles you mentioned, as useful for the Trade, and some Brazileto-Wood, which could not be had the last Sending. And as to the Price of the Linnen, if the Manner of Bartering which you have mentioned, will produce the Weight of Leather required, you may use your Discretion, but no private Trader can afford to undersell us, in Goods of the same Value with ours. We have been informed that some Orders are intended to be given, by the Government, for bestowing some of the publick Goods, at the Factory, by Way of Reward, on certain of the Cherokee Warriors, but we have not yet received any. Referring you again, to former Instructions, we remain,

Your loving Friends,

Thomas Lamboll
Gabriel Manigault
John Savage
Thomas Smith
Directors

Via Ninety Six

### ORDER TO EDWARD WILKINSON

44

Charles Town, July 19th, 1764

Edward Wilkinson, Esq.

You are hereby directed to deliver unto the Order of the honorable William Bull, Esq., Lieut. Gov. and Commander-in-Chief, out of the Publick Factory, at Fort Prince George, Keowee, one hundred Weight of Powder, and two hundred Weight of Bullets, for which this shall be your Order, from

Your Friends,

Thoms. Lamboll
Gabrl. Manigault
John Savage
Thomas Smith
Directors

To Edward Wilkinson, Esq., Factor for the Publick Indian Trade at Fort Prince George, Keowee

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, August 22d, 1764

Edward Wilkinson, Esq.

We have now before us, yours of the 25th Ultimate, received the 21st Inst. per the Bearer hereof, Wildermot, which inclosed the Memorandum of Goods and Utensils, said to be wanting for the Trade &c., and the two Accounts of Goods delivered, by Order of Lt. Gov. Bull, and Capt. John Stewart; the first amounting to seven hundred Pounds, current Money, Value the latter to fifty-eight Pounds, ten Shillings. We shall ask for Payment of both, but the

last is undoubtedly at your Risque. The former Draught of Doctor Ford's, for fifty-eight Pounds, three Shillings and a Penny, is still unpaid to us. As you are positive in the Number of Handkerchiefts being six short of the Invoice, that Number shall be sent, to make up the Deficiency.

Your delaying to make and send the Invoice of Goods remaining unsold, now (whilst you have so little to do, either in Trade or Writing) hath prevented us rendring a satisfactory Account, to the General Assembly now sitting, of the State of the Publick Trade; the manifest Decay whereof proves that the Indians can do without our Goods, and therefore very probably the Legislature may soon judge it unnecessary, to continue the same, at the great and loosing Expence it now stands.

We have resolved, and are content, to alter the Price of the Wampam, and to let it go, at fifty, for one Pound of Leather, and likewise if a little Abatement will put off the Bever-Trapps lying on Hand, you may make it, and on any other Article that is at present a Drugg. It is uncertain whether we can get Room in this Waggon, to send you any of the Articles you have wrote for, but if we should, you will be advised thereof, by Mr. Smith. We are, Sir,

Your loving Friends,

Thomas Lamboll
Gabriel Manigault
John Savage
Thomas Smith
Directors

# ORDINANCE TO REPEAL PART OF THE ACT FOR REGULATING THE CHEROKEE TRADE\*\*

|45| At a General Assembly begun and holden at Charles Town, on Munday, the twenty-fifth Day of October, in the third Year of the Reign of our Sovereign Lord, George the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, and so forth, and in the Year of our Lord, one thousand, seven hundred and sixty-two; and from thence continued, by a Prorogation and divers Adjournments, to the sixth Day of October, one thousand, seven hundred and sixty-four.

An Ordinance, to repeal Part of an Act, intitled "an Act to regulate the Trade with the Cherokee Indians, by taking the same into the Hands of the Publick of this Province," and to impower the Commissioners, to sell and dispose of such Goods as are in their Hands, by Virtue of the said Act.

Whereas an Act of the General Assembly, passed the twenty-ninth Day of May, one thousand, seven hundred and sixty-two, intitled, "an Act to regulate the Trade with the Cherokee Indians by taking the same into the Hands "of the Publick of this *Province*" hath since his Majesty's Royal Proclamation, permitting and allowing private Traders, to go among them, been found not to answer the good Purposes thereby intended. We therefore pray your most sacred Majesty, that it may be ordained,

<sup>44</sup> This is an enclosure with the letter which follows below.

And be it ordained, by the honourable William Bull, Esq., Lieutenant Governor, and Commander-in-Chief, by and with the Advice and Consent of His Majesty's Council, and the Commons House of Assembly, of the said Province, and by the Authority of the same, that such Part of the said Act, intitled "an Act to regulate the Trade with the Cherokee Indians, by taking the same into the Hands of the Publick of this Province," as relates to the Appointment of Directors, and their carrying on a Publick Trade with the Indians, shall from henceforth be, and the same is hereby discontinued, annulled and repealed, to all Intents and Purposes whatsoever.

[46] And be it further ordained, that Thomas Lamboll, Thomas Shubrick, Gabriel Manigault, John Savage, and Thos. Smith, Esquires, the Directors appointed in and by the said Act, or any two of them, shall, and they are hereby required, as soon as conveniently [they] can, from the passing of this Ordinance, to sell or cause to be sold, all the Goods, Wares and Commodities in their Hands, by Virtue of the said Act, in such Manner as they or any two of them, as aforesaid, shall judge to be for the most Advantage to the Publick, and to make up and settle their Accounts, with the publick Treasurer of this Province, and shall pay to him the Balance (if any there be) of any Monies that shall remain in their Hands, after deducting all Charges and Expences which have been incurred, in carrying the said Act in Execution.

Raw. Lowndes Speaker

In the Council Chamber, the 6th Day of October, 1764 Assented to, Wm. Bull

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, October 19th, 1764

Edward Wilkinson, Esq.

On the 2d Instant we received yours of the 23d Sept. by Express Joss, with the Inventory of Publick Goods, Skins &c. which remained at the Factory the 18th ditto. This incloses for you, Copy of the Ordinance of the General Assembly, passed the 6th October, 1764, whereby you'l perceive that Part of the Act of Assembly, that was passed the 29th May, 1762, to regulate the Trade with the Cherokee Indians, by taking the same into the Hands of the Publick of this Province, as relates to the Appointment of Directors, and their carrying on a Publick Trade, with the said Indians, is repealed, and consequently ourselves, Factor, Clerk and Porters dismissed, except accounting, which we are required to do, as soon as conveniently can be, and to sell all the publick Goods, in our Hands, and settle our Accounts, as the said Ordinance directs; so we have already advertised to sell and deliver the Goods, to such Purchaser or Purchasers, as we can agree with, but until we can dispose thereof, it will be necessary to retain you, and one of the Porters (which you shall think fittest) in the publick Service and Pay, but the Clerk, and other Porter, we cannot continue longer than this Notice shall reach them, except they, or either of them, choose to set out directly, for Charles Town, in which Case, a few Days longer will be allowed, for coming down. We conclude,

Your Friends to serve,

T. L. G. M. J. S. T. S.

To Edwd. Wilkinson, Esq. at Fort Prince George, Keowee

#### THE DIRECTORS TO EDWARD WILKINSON

|47| Edward Wilkinson, Esq. Charles Town, December 1st, 1764

Sir, On the 10th Ultimate we received yours of the 3d ditto, by Express Davis, acknowledging the Receipt of our Last, of the 19th October, 1764, with the Ordinance of the General Assembly, past the 6th of that Month. And on the 14th Ultimate, we received by Mr. James Holmes, your former Letter of the 29th October last, with his Receipt, to you, of the 17th ditto, for eleven hundred, thirty-three Pounds Weight, and an Half, of heavy and light drest Deer Skins, with two (poor) Bever (which came safe to Hand, the 16th Ultimate, and, as the Price of Skins is risen, have sold well). The new Inventory of the Publick Goods, which remained at their Store, at Fort Prince George, Keowe', the 17th October, 1764 (which upon Examination, and a small Correction, we find to amount to the Value of twenty-two thousand and seventytwo Pounds Weight of Skins, at very moderate Prices, besides a few Things not valued, and the Buildings, and some Utensils, for which we have paid upwards of four hundred Pounds, current Money, and therefore propose to sell with the Goods). The Account Sales of the publick Goods, at the Store, at Fort Prince George, Keowee, for Skins and Furrs, beginning March 16th, 1764, and ending October 16th last. The Account Sales and Delivery, of the publick Goods, at the said Store, for current Money Prices, amounting in Value, to two thousand, four hundred and thirty Pounds, fourteen Shillings, and ten Pence, beginning October 1st, 1763, and ending October 14th, 1764. Ten Notes, Accounts, Draughts &c. and your Receipt, for three hundred, seventy-five Pounds, for a Quarter's Salary, towards discharging the Amount of the Account Sales last above mentioned, all which are accounted for conformably, except John Stuart, Esq's Account, for fifty-eight Pounds, ten Shillings, (he is gone to Florida); David McDonald's Draught, for fifty-eight Pounds, three Shillings and two Pence, without any Drawee; (Mr. Corrie is gone off and Scott dead) but Mr. Carson, a remaining Partner has accepted it, to be paid in January next; Ensign George Price's Draught, on Brewton and Smith, for three hundred, twenty-four Pounds, fourteen Shillings and ten Pence, is accepted to be paid. Lt. Charles Taylor's Draught on Richard Milford, for one hundred and fifty Pounds, three Shillings and two Pence, who refused, but the Drawer has promised to come and pay it himself, which we hope he will; Lt. Lachlan Mcintosh's Account of eleven Pounds, two Shillings and six Pence, he has promised to pay; Ensign Alexander Cameron's Draught |48| for forty Pounds, sixteen Shillings, on Corrie and Scott; Mr. Carson, the remaining Partner, don't choose to pay it; and the Order lies with us, for your further Directions. Messrs. Logan, Guerin and Vanderhorst have now paid Doctor Thomas Ford's former Draught, for fifty-eight Pounds, three Shillings and a Penny, on Messrs. Moodie and Ballingall, and your Account is creditted for it.

We have not yet absolutely agreed with any Person, for the said Remainder of the publick Goods, in your Charge, and in case we should so do, it will be with Exception of such Part as you may have disposed thereof, since the last Advices received by us, so that as you know we are impowered, by the said Ordinance, to sell those Goods, in such Manner as we shall think fit, you'l still continue to use your best Endeavours, to dispose of such Quantities of the same, to whomsoever you can, either for Skins, Cash, or certain Payment to us, as heretofore, taking all possible Care to continue it assorted, to the last; and as Opportunities shall present, transmit us needful Advices, of your Transactions, and other Matters, as usual. We have not heard from Mr. Pritchard, or the Porter, who were discharged. We remain

Your real Friends,

THOMAS LAMBOLL
GABRIEL MANIGAULT
JNO. SAVAGE
THOMAS SMITH

To Edward Wilkinson, Esq. at Fort Prince George, Keowee per Favour of Lt. Charles Taylor

December 4th, 1764

P. S. Lieut. Charles Taylor has this Day paid one hundred Pounds, in Part of his Draught on Richard Milford, for one hundred and fifty Pounds, three Shillings and two Pence; if he makes any other Payment you shall be advised thereof.

Gabriel Manigault &c.

#### THE DIRECTORS TO EDWARD WILKINSON

Charles Town, 8th February, 1765

Edward Wilkinson, Esq.

By Serjt. Harrison, on the 5th Inst. we received your Letter, dated the 21st past, by which we are sorry to see, you had but an indifferent Prospect of Trade, in this Season, but we have Hopes it may turn out better than you expected. We should have been glad to have been informed of the Quantity of Skins, you had received since your last Remittance. You'l do the best you can, for the Interest of the Publick, till you hear further from us; keeping the Goods on Hand, in the best Order you can, and always have an Inventory of them ready that we may be at no Loss, for the Particulars, whenever we may have an Opportunity of disposing of them altogether.

Mr. Lamboll must be under great Affliction, for the Loss of his Son, who died three Days past, so does not join in this Letter. Probably we may have

an Opportunity again, in a short Time, to write you, so now conclude, and are, Sir

Your most humble Servants,

GABL. MANIGAULT JNO. SAVAGE THOS. SMITH

To Edward Wilkinson, Esq. at Fort Prince George, Keowee by Serjt. Harrison

#### THE DIRECTORS TO EDWARD WILKINSON

49

Charles Town, May 21st, 1765

Edward Wilkinson, Esq.

On the 19th March past we received yours of the 7th ditto, and as we find our selves much disappointed, in getting off of the publick Goods and Effects, at the Return of the Indians, from their Winter's Hunt, it remains that we should take the speediest Methods practicable, for finishing the Sales, of what are left at Fort Prince George, and therefore we conclude to reduce the Price of them so low, that the Strouds, and some other chief Articles, for the Indian Trade, will prove considerably cheaper, in the Cherokees than any of the Traders can purchase them in Charles Town, or Merchants import them from Great Britain; that is to say, in case such Traders or Persons as may be depended upon, for Punctuality in making ready Payment to us here, will forthwith take off the Whole, either together, or in large Parcels (as well of the unsaleable, as the saleable Articles) whereby such Sales may be compleated, in a Month after your receiving of this our Letter, or sooner, then you may dispose of the said Goods, for the Amount of Skins, they are respectively valued at, in the last Account or Calculation thereof, which you sent us, for each Pound of which Leather we will consent to take nine Shillings, or (at lowest, and not under) eight Shillings, current Money. The said Skins are worth (at least) thirteen Shillings, at Keowee, and fourteen, if not fifteen, in this Town, and in fact, it is abating above one third Part of our late Prices, as you will easily perceive.

But if, notwithstanding so great an Encouragement and Allowance, as we have offered, there should happen to be no Prospect of disposing of the said publick Goods, as above limited, then it is our positive Order, that you do forthwith proceed to hire and employ sufficient covered Waggons, Carriages, Horses and Tackle, with Men suitable, and therewith send down to us here, all the publick Skins, Goods and Effects, under your Charge, and return to Charles Town, in order to settle and adjust your Accounts with the Commissioners. And as soon as the Waggons shall be loaded, discharge the remaining Porter. The House, Buildings and Implements have been costly, especially the former, and the Whole above four hundred Pounds Currency, Charge, but now you will endeavour to do the best, for the Advantage of the Publick, and sell them for as much as can be gotten, as we must be content therewith. As to writing Paper, we now send you, by this Express, two Quire of Post, and one of small Paper. We received by Mr. Pritchard, on the 22d Ultimate, yours of the 9th ditto, and have waited so long for an Opportunity to send

this, without meeting any, that it has occasioned our sending this Express, by Michæl Muckenfuss, who has agreed to stay two Days with you to rest, and for your Answer, and is then to return to us. We remain Sir,

Your real Friends,

Thos. Lamboll Gabriel Manigault John Savage Thomas Smith

To Edward Wilkinson, Esq. at Fort Prince George, Keowee by Express Michæl Muckenfuss