

ART. XV.—*John Robinson's Book of Precedents, Part II: Shipping and kindred matters.* By F. BARNES, F.S.A., and J. L. HOBBS, F.S.A.

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AMONG the documents copied by John Robinson in his Book of Precedents¹ are several which illuminate commercial and shipping activities in Furness in the 18th century and extend the information already contained in Fell, *Early Iron Industry of Furness* 313-329. When examined with MSS. already in the Archives Collection of the Barrow Public Library an interesting picture emerges of a vigorous business community using small ships not only for coastal trade but also for "adventures" to the West Indies and America.

A full specification for a typical vessel of approximately 50 tons is worth quoting in full:

Articles of Agreement made concluded and fully agreed upon this 22^d Day of Nov^r 1748 Between Hen. Lowry of [Bardsea] Mariner of the one part & W Whitfield of &c² shipwright of the o^r part as follows that is to say the s^d W W agrees to build a Vessel for the s^d H Lowry of Good & Sound British Timber & plank pink Fashion according to the s^d H Lowry's Directions or his order & to launch & deliver the same Free afloat on or before the last Spring in March or the first Spring in April next ensuing the Date hereof according to the Demensions & on the Conditions following viz.

Keel 36 Foot in Length to be sided 9 Inches & Moulded 11 Inches.

Kelson the same.

Breadth of the Beam to be moulded 15 Foot & 9 Inches.

Depth of the Hold 9 Foot.

Stem of two pieces to have suff^t Scar Faced Stern & Sternpost in proportion to the Keel.

Rake Forward to be 9 Foot & the Rake abaft to be five Inches for each foot water draught.

¹ CW2 lix 139 f.

² Whitfield's place of residence has not been traced.

Floorings to be Sided Nine Inches & Moulded 9 Inches in the Middle 8 Inches at the Bidge $5\frac{1}{2}$ Inches at the Bends & 4 Inches at Top Studdles Sided 8 Inches & an half Foot hooks to be sided 8 Inches & Top Timbers to be sided 7 Inches.

Beams To be sided Eight Inches & Moulded Seven 3 Hooks forward & 2 aft of a suff^t Length & thickness & to have three Beams bound under the sheets & a bitt beam below.

Outside plank all of two Inches thick only 2 in each Bidge & two at the Bends are to be 2 Inches & an half thick.

Cieling To be same as the outside plank except two Strake at the Bends.

Wails To be 2: each 8 Inches Broad & 4 Inches thick & a fashiong. Wail to be six Inches Broad & three Inches thick & to have a Drift Strake of 6 Inches Broad aft.

Deck plank to be of Good Firr Clear of Sap to be two Inches thick only The water ways & one on each side the Comings to be of 2 Inch oak plank & oak round the Masts of two Inches and an half thick.

Partners Hatches Scuttles Bitts Windlass Cattheads a Rudder & Tiller False posts Channel Bends & a transom Beam.

And the s^d Henry Lowry shall find & provide all necessary Ironwork for the s^d Vessel in due time & at his own Costs & also all Masts Yards Capps Crosstrees Anchor Stocks Quarter pieces firr plank for Stern & all Carvers & Joyners work.

The said W^m Whitfield is to find all Treenails props & Wedges pitch & Oakum all Materials & Workmanship in the Carpenters way as far as is agreeable to the Custom of L'poole & to compleat & launch her afloat & deliver the same at or before the Date before ment^d.

In Consider'on whereof the s^d H Lowry doth promise and agree to pay or Cause to be p^d to the s^d W Whitfield the just sum of £3. 15 for every Ton the s^d Vessel shall measure according to the above dimensions in Customary way of measuring in the port of L'poole the amount of wch Money is to be paid in manner foll^s (that is to say) one third part of the whole at the laying of the Keel one third part when the wails are fixed & the remaining third part at the delivery of the s^d Vessel compleatly finished according to the Demensions abovement^d And if in Case any Disputes shou'd arise about the Materials or Workmanship It is to be decided by two Master Carpenters one to be chosen by each part Concerned And lastly for the true performance of the above agreem^t both parties do bind themselves their Heirs

Exec^{rs} Adm^{rs} or Ass^s each to the other in the penalty or Sum of £100 of lawful British Money to be paid by the party Deficient to the party observant

In Witness &c.

An undated deed (c. 1753) records the purchase by one Thomas Cragg, mariner, of "the Good Ship or Vessel called the Betty & Peggy," 100 tons, from Elizabeth Holme of Allithwaite, widow of William Holme, the former master and part owner, for £475. In comparing this figure with the cost quoted in the above specification, it must be remembered that Lowry paid for the hull only, whereas Cragg purchased a fully fitted vessel. On 17 December 1753 Cragg also took over Holme's apprentices J. Hall and Robert Boyd, agreeing to continue their instruction in the "Art, Mystery or Occupation of a Mariner or Seaman" for the unexpired period of their terms.

A draft mortgage dated 16 November 1678 (Barrow Archives MSS. Z340) has on the back some scribbled calculations which illustrate a rule of thumb method of arriving at the tonnage of a vessel; the product of the breadth and the length at the keel is multiplied by half the breadth and divided by 94,³ and on this approximation rents, building charges, etc., were calculated.

The vessels covered by these jottings are:

Expedition of Whitehaven, length aloft 57 ft., keel 44.4 ft., breadth 14.7 ft., tonnage 51.3.

Leopard of Whitehaven, aloft 60.8 ft., keel 48.5 ft., breadth 16.3 ft., tonnage 68.9.

Hope aloft 49.4 ft., keel 40.3 ft., breadth 14.4 ft., tonnage 45.
Ric' & Jo: of Beaumaris, aloft 46 ft., keel 38 ft., breadth 13.2 ft., tonnage 35.2.

Humility aloft 53.8 ft., keel 43.7 ft., breadth 15.1 ft., tonnage 53.3.

Shipbuilding and maritime trade supported several

³ The answer to the multiplication divided by 2.62 gives cubic capacity; multiplied by 62.3 gives displacement in pounds; reduced to tons by dividing by 2240. $\frac{2240 \times 2.62}{62.3} = 94.1$, hence simple division by 94. See *Oxford New English Dictionary*, under "Tonnage ii (4)."

ancillary trades, particularly the manufacture of ropes, and the Ulverston Rope Walk has a long history. Articles of partnership dated 29 September 1752 recite that William Noble had been operating a ropery making all kinds of "Cables, Ropes & Cordage" on a small parcel of land near Outcast, Ulverston,⁴ and that now James Machell, Esq., J. Backhouse, Gentleman, John Dodgson of Ulverston, Mariner, and James Fell, Mariner, were becoming joint adventurers and co-partners with Noble in the ropery and in "buying and selling timber, deals, tarr or any other goods and merchandizes." The new partners were to pay Noble each one-fifth of the "Charge of making the [ropery] & erecting the s^d Rope House & the poles posts & o^r Necessaries thereupon . . . £81. 9. & the Tools & Materials ab^t the s^d Roperie Together with the Benefit of the Service of an apprentice . . . £34. 11." William Noble was to act as the agent or manager of the works and trading for £25 per year.

The tribulations of these small vessels are vividly illustrated in the depositions of Samuel Kilner, Master, and William Dennison, Boatswain, of "the Good Snow or Vessel called the *Industry*," sworn before Christopher Wilson, one of the Ulverston Justices, in 1752:

First these Deponents severally say that on the 4th Day of Oct. last: O.S. They these Deponents set sail from Barbadoes in America in & with the s^d Snow loaden with Sugar Cotton Rum & Wood, and bound for preston in the s^d County of Lanc^r & proceeded on their Voyage with a hard passage till the 8th Day of November last (OS) when a violent Storm & Hard Gale arose when these Deponents were in Latitude 41^d.35^m & Longitude from Lond. 38. 6 west which shifted suddenly very often, & the Sea running very high, the s^d Vessels Cabbin Windows were struck in so that she frequently shipped great Seas of Water.

That on the 13th Day of November last O.S. another very hard Gale of Wind arose, the s^d Vessel being then under poles in Lat. 47.30 & Longitude 28.38 and the winds being contrary & blowing very hard & the Weather bad, They these Deponents after very hard beating were obliged to bear up for the North

⁴ The site is still extant. Map reference SD/294778 — 300777.

Channel which they gained on Monday last being the first Day of Dec^r instant OS Torey then bearing SSE & the Wind being at WNW & On the 3^d Day of s^d Dec^r OS in the Evening They these Dep^{ts} arrived at pile of Fowdrey in the s^d County of Lancaster where the s^d Snow is now lying in safety but the Wind having from the said first Day of December till the s^d Vessels arrival continued to blow very violently & to shift often & being frequently accompanied with sudden Squales of Wind & heavy Showers of Rain & Snow, the said Vessel several Times shipped great Quantities of Water and her Head Rails were thereby broke and washed away which occasioned her to be very leaky forwards.

By reason of which said several hard Gales of Wind & bad Weather afores^d They these Deponents severally say they are afraid the s^d Snow or her Cargoe has received some Damage which Damage (if any) these Deponents on their respective oaths severally protest & say was wholly occasioned by the s^d hard Gales of Wind & bad Weather as afores^d and not by reason or through the Default or neglect of these Dep^{ts} or either of them or any other of the Hands on board the s^d Snow nor for want of the s^d Snow's being tight and in good order at the Time of her first sailing from B'does afs^d she being then perfectly staunch & accomodated with all things necessary for the s^d Voyage.

These depositions perhaps were aimed at forestalling the sort of accusations to which James Danson of Hawcoat, Master of the "Brig called the *Endeavour*, Burthen 80 Tons," was subjected by "Wm. Jackson of Edenton in the province of North Carolina, Mercht. factor and agent for Bryan Christopherson of Penny bridge in the County of Lancr. in Great Britain Tanner & Co."⁵ Jackson accused Danson before James Craven, "Notary Tabellion Publick residing at Edenton," on 6 October 1753 of failing to carry out his agreement with Christopherson to take a cargo from "Amerside hill near Ulverstone" to Liverpool and thence to North Carolina, there to unload and then reload with such a cargo as

⁵ Christopherson seems to have had a number of business activities, sometimes as agent or manager. Fell, *op. cit.* 240, mentions his interest in trade with America, while John Robinson also records an Agreement dated 1755 between him, James Machell, James Fell and others to build a brewery at Damhead, Ulverston, and carry on a business as brewers, etc. which Christopherson was to manage for £35 per annum.

Christopherson's factors should require. According to Jackson, Capt. Danson was so undermanned as to be unable to reload at the Port of Roanoke (Edenton), and the factor himself was "obliged to be at the Charge and Expence of putting the whole Cargoe on board (except 2,000 slaves)."⁶ Danson was specifically accused of "refusal want of men neglect delays & ill behaviour."

An invoice dated from Ulverston 4 September 1786 (MSS. Z478/1) is a good example of a small "adventure"; the heading is self explanatory:

"Invoice of sundary Goods shipped on board the Ship *Triton* M^r Arthenthwaite Master for S^t Kits, on the proper Account & Risque of M^{rs} Mary Hart, of Ulverstone, consigned to M^r Joseph Tyson with M^r Millers, Merch^t, S^t Kits, for SALE & RETURNS.—Contents, Costs, &c. as under, viz—." The goods range from pieces of Irish linen, gloves, "Callico drawers," ribbons, "a fancy Stripe Calico Waistcoat wth Sleives," "1 Dark Gray Masquarade Coatte," to "Fancy Strip'd Chints (Fast Collours)"; the total value was £55. 10s. 5d. The covering letter shows that Joseph Tyson was an Ulverston man and ends on a human note — "your father could not make it out what kind of a p^r of Breeches you Wanted if what he has sent be not right you may take a pair of the Cotton back Florentine which are uncommonly durable." Young Tyson is adjured that if "the Markets are very low, we desire you'll keep them on hand some time provided you have a prospect of their getting up shortly."

Besides the hazards of weather and unsatisfied factors, captains and traders attempting to increase their profits by carrying contraband had to reckon with the Excise men. Thus, in a document dated 25 July 1735, Edward Hornby, Deputy Collector of Customs at Poulton, Lancashire, reports to the Justices at Preston the seizure of 6½ gallons of smuggled brandy ashore in the township of Hambleton, and 7 gallons found on board the *Industry*, master Wm. Sandys, from Riga, then lying at anchor in the river Wyre; and a further 7 gallons on the ship

⁶ This number must be the copyist's error. An informed opinion suggests 200 as the probable maximum for a vessel of this size, even allowing for the appalling crowding then customary.

Poulton Merchant, Jas. Goad⁷ master, outward bound. Hornby humbly prays that the Officers effecting the capture should receive one-third of the seized brandy, the rest to be "unto the use of his Majesty King Geo. 2^d," and the Justices gave judgement accordingly.

Similar incidents were common on the Furness coast and the reactions of the owners of a vessel seized for smuggling are illustrated in the Humble Petition of W. Latham, T. Sunderland, Wm. Lowry,⁸ and Allan Backhouse to the Commissioners of Customs:

SHEWETH

That your pet^{rs} are sole owners of the Sloop the Flying Spark of pile of Fowdrey Burthen 14 Tons or thereab^{ts} J. Towers late Master wch Sloop has hitherto been constantly employed in carrying Iron ore from Ulverstone afs^d & other places in the river Leven within the port of Pile of Fowdrey afs^d up the s^d River for the use of some Ironworks belong^s to your pet^{rs} Latham & Sunderland & their partners & also up the River Duddon lying near to the s^d port of Pile of Fowdrey for supplying a certain Iron Furnace up that River belong^s to your s^d pet^{rs} Latham & his partners therein.

That the said Master being out of Employ lately contracted to carry a parcel of Joyners Goods in the s^d Sloop from the said River Duddon to Whitehaven unknown to your pet^{rs} or any of them and accordingly he carryed the same thither And on his Return from thence he bought & took on board the s^d Sloop from another Sloop he met with at sea ab^t 30 Gals. of Brandy wch the s^d Master informs your petit^{rs} he bought with an Intent not to land the same in England but to carry that same with him into Argyleshire in North Britain where your pet^{rs} Latham & his partners have contracted for and ab^t Erecting some Ironworks & where the said Sloop was intended shortly to be sent & employed ab^t the s^d Works and in the fishing Trade in that Country.

⁷ There were several seafaring Sandys of Ulverston in the mid 18th century: James Goad, Grange, Cartmel, mariner, occurs as bondsman in *Lancs. Marriage Bonds*, 1743, 26 October.

⁸ Brother of Henry Lowry (*ante*, 120 f.). Both were admitted Freemen of Lancaster in 1753-4, being described as "of Bardsea, mariner," Henry paying a fine of £10. 10s. on admission as a Free Burgess, 8 December 1753. William's son George, "of Ulverston, sailmaker" was admitted a Freeman in 1779-80. Wm. Latham was the owner of the Duddon Furnace, and Thomas Sunderland of Ulverston the chief partner in the Lowwood Furnace Co.

That on the s^d Sloops arrival in the River Duddon M^r J. Saul one of his Majestys officers of the Customs in the said port of pile of Fowdrey entered on board the said Sloop & finding the said Brandy Seized the same & also your pet^{rs} Sloop altho' the said Brandy was not in the least Concealed the s^d Master imagining & hoping (as he assures your pet^{rs}) that the officers of the Customs wou'd not have seized but allowed him the same for the use afs^d.

That your pet^{rs} humbly beg leave to assure your Hon^{rs} that they were utter Strangers to & intirely ignorant of the said Masters buying the s^d Brandy or of having the same on board or of any Fraud or Intention thereof whatsoever.

Your pet^{rs} therefore humbly pray your Hon^{rs} will be pleased to cause Inquiry to be made into the Nature of their Case & (finding the same to be true as above set forth) to take the same into your Hon^s favourable Consid'on & give such order for restoring to your petit^{rs} their s^d Sloop as to your Hon^s shall seem meet.

And your pet^{rs} shall ever pray &c.

This can be dated to *c.* 1752 since the Bonaw (Argyllshire) Furnace was built in 1753 for the Newland Company (Richard Ford, William Ford, Michael Knott and James Backhouse).⁹

In a similar petition about the same time, the owners of the sloop *Happy Return* of Pile of Foudrey, 37 tons, master W. Park, seëk the release of their ship which the Customs Officers had boarded within that port after a voyage from Ellenfoot, near Whitehaven; they found 9 gallons of Rum, 5 lbs. of Tea, 10 lbs. of Snuff, and 40 lbs. of Tobacco in Rolls.

Another document copied is a bond entered into by John Janson, Carrier, of Ulverston, wherein he binds himself in the sum of £500 never again to indulge in smuggling.

Local trade is also dealt with in a petition dated 14 May 1752 by Leonard Askew, smith, of Longholm Bridge (Lowick Green), where he had a water driven forge making spades and other iron goods. He had received an order

⁹ Fell, *op. cit.* 391.

from Whitehaven for 8 dozen spades, which was filled by shipping them from Kirkby Ireleth in a small sloop. Hugh Barrow, the master, sailing with a mixed cargo, omitted to declare Askew's consignment at the Custom House at Rampside; in consequence the spades were seized by the Whitehaven officers. In this case also, Askew may have been the victim of an innocent oversight, but there is an underlying suspicion that in many instances local traders, even if not actually promoting smuggling, nevertheless turned a blind eye to this and other irregularities.

That there was considerable maritime trade in the Furness estuaries during the 18th century is shown by the detailed figures which have been published elsewhere.¹⁰

Smuggling being so prevalent, it was necessary to maintain a check on the integrity of the Customs Officers, and a typical undertaking was that given by John Park, of Pile of Foudrey, boatman, who swore oath on 1 February 1754 that he would not take or receive any reward or gratuity directly or indirectly other than his salary, etc., while employed as boatman in the Customs. Another document copied demonstrates the hazards of 18th century customs service. The widows of Edward Marshall, John Richardson, Thomas Croudson and T. Borrow "late boatmen in his Majesties Service in the port or Creek of Pile of Fowdrey" petitioned for relief to the Commissioners of Customs. On 20 March 1753 they were drowned when their vessel sank during a storm as they were going to board the *Seaflower*, Thomas Ashburner, master. The petitioners testified that they had "severally a numerous family of Children & since their Husbands Deaths no means of supporting them." An annexed certificate from several neighbours bore witness to the truth of the statements and that the petitioners "are in great want."

¹⁰ Fell, *op. cit.* 315 ff.; Marshall, *Furness and the Industrial Revolution* 85 ff.

In conclusion, mention may be made of several copies giving interesting information regarding recruitment conditions for the Royal Navy, particularly the impressing of men. Thus Robinson copied out a letter from the Privy Council to the Justices of the Peace of Lancashire dated 28 February 1756, instructing them to send all "stragglers seamen" to His Majesty's ships at Liverpool or Lancaster. The persons "conducting" the pressed men were to receive 20s. for each seaman and 6d. per mile for every mile travelled. He further copied the warrant issued by Christopher Wilson, J.P., at Ulverston, instructing the Constables of Ulverston to implement this order; then a letter from Wilson to the Privy Council dated 8 April 1756 expressing a rather naïve wonder that a rigorous search in Furness had only unearthed one "stragglers Seaman," John Morton, who had been duly conveyed to Lancaster by Constable L. Harrison of Ulverston. Finding no Ship of War there he had gone on to Liverpool and successfully completed his mission by delivering Morton to Capt. Robert Swanton, commander of a Man-of-War then at that port.

A final letter refers to the collection by a father, Joseph Hellen, of his deceased son's pay for service on board the Man-of-War *Yarmouth*, laying claim to all his "Salary, Wages, Tickets, Bounty Money, Prize Money, Short Allowance Money, Smart Money, Pensions, and all other Sum and Sums of money whatsoever." This seems a formidable list but whether it represents a large or small sum in cash is unknown, as unfortunately Robinson did not record the total amount of the claim.