

The Society of Merchant Venturers' attempts to obtain a share in the licence to export Welsh butter in the early Seventeenth century

In 1531, Henry VIII acted to extend the prohibition and licence system by banning the exportation of livestock, beef, bacon, beer, cheese and butter.¹ The Crown justified this policy by defining it as a preventative measure against 'scarcity and excessive dearth' and the subsequent price rises that a reduction of the domestic supply of these commodities could entail.² However, the issuing of licences to export butter and other commodities within just one year of this prohibition gives the historian an insight into some of the additional incentives for the Crown to adopt a policy based around prohibition and licence.³ At a time when the real value of some of the Crown's traditional sources of revenue from overseas trade such as poundage was decreasing, the sale of export licences constituted a means by which the Crown could increase the revenue obtainable from foreign trade.⁴ By only allowing privileged groups of merchants to trade in certain commodities, the need for merchants to actively pursue the favour of the Crown would be intensified and the Crown could thus be more confident in its ability to apply pressure to such groups to provide loans and to assist the Crown when necessary.⁵ Crown favourites and Royal Customs Officials also tended to reap the rewards from the issuing of trade licences given to them as a form of supplementary wage, the divisible and transferable nature of the licence allowing these individuals the opportunity to sell licences to merchants for higher prices.⁶

In the specific case of butter exportation, there are only two recorded instances of Bristol merchants becoming involved in the licensed exportation of Welsh butter during the sixteenth century. In 1572 Dominic Chester was permitted to ship butter to the Earl of Essex in Ireland whilst Thomas Parry acquired a licence to export five hundred barrels of butter annually for seven years in 1585, this butter also being exempt from paying customs.⁷ This apparent lack of involvement in the licensed export of butter on the part of the Bristol merchants could be

¹ P. L. Hughes and J. F. Larkin (eds.), *Tudor Royal Proclamations: The Early Tudors, 1485-1553* (London, 1964), i no.134.

² Ibid.

³ E. T. Jones, *Inside the Illicit Economy: Reconstructing the Smugglers' Trade of Sixteenth Century Bristol* (unpublished book draft, August 2008), 30-3.

⁴ Ibid, 30.

⁵ P. McGrath, *The Merchant Venturers of Bristol: A History of the Society of Merchant Venturers of the City of Bristol from its origin to the present day* (Bristol, 1975), 12.

⁶ J. M. Vanes, 'The Overseas trade of Bristol in the Sixteenth Century', PhD Thesis, (Univ. of London, 1975), 96; Jones, *Inside the Illicit Economy*, 32-3.

⁷ Vanes, *Overseas trade*, 115.

explained in a number of different ways. Most obviously, it is possible that no butter was being exported by Bristol merchants during the sixteenth century. Successive Tudor monarchs continued to issue proclamations against the exportation of butter, closing loopholes that allowed it to be exported to Boulogne and Calais, threatening imprisonment for any person caught illicitly trading butter and continually referring to the high price and shortage of butter.⁸ Thus it is possible that licences were hard to obtain in the sixteenth century and this deterred or prevented Bristol merchants from attempting to procure one. It is worth noting that the licences granted to Chester and Parry respectively were more restricted and for smaller quantities of butter than the licences sought by the Bristol merchants in the early seventeenth century – it is feasible that such licences were not perceived to be sufficiently worthwhile or profitable for collective groups of merchants to seek to become involved in. The other possibility is that the Bristol merchants were engaged in illicitly exporting butter without licence in the sixteenth century. The continuous stream of proclamations against exporting butter refer to the ‘frequent unlawful exportations of the said victuals’ by ‘evil-natured people’, suggesting that the Crown were aware of at least some degree of the illicit exportation of butter.⁹ There are also numerous examples of Bristol merchants’ alleged involvement in the illicit export of butter in the latter half of the sixteenth century – the aforementioned Dominic Chester was summoned to the Privy Council to display his accounts after allegedly shipping the butter meant for the Earl of Essex to other countries whilst in 1601 another Bristol merchant claimed that he had exported butter illicitly on three occasions even though the searcher knew of his activity.¹⁰ This evidence is obviously not proof that the merchants of Bristol were involved in smuggling butter throughout the sixteenth century, but it does highlight the fact that prohibition did not prevent the illicit trade of butter and this must be taken into account whenever looking at the trade of a commodity requiring licence.

Neither the possibility of the Bristol merchants completely lacking any involvement in the export of butter or being involved to some extent in the illicit export of butter explain what incentivised the Society of Merchant Venturers of Bristol to go to such lengths to obtain a licence to export butter in the early seventeenth century. After eighty eight years of prohibition, why did the Bristol merchants suddenly wish to become involved in the licensed

⁸ P. L. Hughes and J. F. Larkin (eds.), *Tudor Royal Proclamations: The Early Tudors, 1485-1553* (London, 1964), i no.134, 241, 285, 315, 319.

⁹ *Ibid*, i no. 134, 315, 365.

¹⁰ Vanes, *Overseas Trade*, 108-115.

exportation of butter? What had changed in the latter half of the sixteenth century that made the Bristol merchants want to go to considerable trouble to change both the nature and scale of their involvement in the business of exporting butter? The Society's Book of Trade dating from 1598 to 1666 documents the attempts of the Society to procure licences to export butter. By using a collection of private letters between the Society and the patent holders, communications with Bristol parliamentary representatives, a petition to the Lord Treasurer and attempts to clear merchants from the Star Chamber, the incentives behind obtaining the butter licences can be investigated in more detail. After briefly outlining the changing significance and context of the exportation of butter in the late sixteenth century, the potential benefits of obtaining a butter licence will be weighed against the risks, costs and conditions of investing in a licence to export butter, drawing evidence primarily from the Book of Trade. The second line of investigation will be to examine the possible impact that obtaining a licence could have had on the opportunities and possibilities to export butter illicitly. The Book of Trade has not previously been used extensively to examine the acquiring of butter licences although Patrick McGrath and John Latimer have both made use of certain documents to investigate the broader issue of the involvement of Bristol merchants in monopolies.¹¹ By building upon these historians' limited investigations into butter exportation licences and by framing analysis around models relating to trade licences already constructed by historians such as Jean Vanes and Evan Jones, this study looks to determine the incentives of the Bristol merchants to become involved in the licensed exportation of butter in the early seventeenth century.¹²

¹¹ P. McGrath (ed.), *Records Relating to the Society of Merchant Venturers of the City of Bristol in the Seventeenth Century* (Bristol Record Society Publications, XVII, Bristol, 1952), 118-28; McGrath, *Merchant Venturers*, 66; J. Latimer, *The History of the Society of Merchant Venturers of the City of Bristol* (Bristol, 1903), 142-7.

¹² Jones, *Illicit Trade*, 30-7; Vanes, *Overseas Trade*, 96-115.

The Port Books of the last quarter of the sixteenth century contain little evidence to suggest that any butter was exported under licence from Bristol.¹³ However, by comparing various Port Books from the sixteenth century, Richard Stone has produced data that suggests foodstuffs constituted an increasingly significant part of the value of Bristol's total legal export trade in the latter half of the sixteenth century.¹⁴ Stone's data shows that the exportation of foodstuffs represented 1.72% of total exports in pounds sterling in the 1575/6 Port Book and that this figure increased to 5.91% and 6.17% respectively in the 1594/5 and the 1600/1 Port Books. For the purposes of determining changes to the importance of butter to Bristol's legal export trade in the late sixteenth century, these figures clearly must be used with extreme caution. Firstly the export of butter did not contribute to this increase – as has already been established, the Port Books in question record that almost no butter was exported legally from Bristol in the latter sixteenth century. These figures are also only indicative of revenue from the export trade – although an increase in the volume of foodstuffs exported is possible, the increase could also be explained by an increase in price of these foodstuffs relative to other exports. The categorisations of many different commodities under the term 'foodstuffs' is also problematic – a dramatic increase in the exportation of one particular commodity within this category could distort the data. However, this data does show that an increasing amount of Bristol's export revenues, as recorded in the Port Books, was coming from foodstuffs and other areas of trade such as animal skins and lead as opposed to Bristol's declining cloth trade.¹⁵ This trend, partly triggered by the London merchants' virtual monopoly in the cloth trade in the late sixteenth century, to a certain extent offers some explanation as to why Bristol merchants started to show an interest in becoming involved in the licensed exportation of butter in the early seventeenth century. However, to further investigate the legitimate and legal advantages that a licence to export butter could have given Bristol merchants in the early seventeenth century. A close analysis of some selected documents from the Book of Trade can provide further insight.

¹³ <<http://hdl.handle.net/1983/1306>>; <<http://hdl.handle.net/1983/1307>>; <<http://hdl.handle.net/1983/1308>> 25 April 2010.

¹⁴ R. Stone, 'The overseas trade of Bristol before the Civil War' (draft article), Appendix 5, 30.

¹⁵ R. Stone, *Overseas Trade*, 21.

The Book of Trade goes into significant detail about the Society of Merchant Venturers' attempts to obtain a share of the licence granted to Richard Williams and David Lewis to export six thousand kilderkins (equivalent to three thousand barrels) of Welsh butter for a period of twenty one years – the licence probably being granted in 1617 (pp.82-4, 93-4). Lewis and Williams, identified only as “two gentlemen of Wales” (pp.82-4), appear to have utilised both the divisible and transferable aspects typical of such licences by selling portions of the licence to both Thomas Morgan and William Herbert.¹⁶ Herbert then made arrangements to ship the butter with a London Merchant, George Henley who in turn sold the Society a stake in this licence to export butter (pp.65, 67-8). This agreement essentially obtained the Bristol merchants a two thirds share of a monopoly in the exportation of Welsh butter. The selected documents from the Book of Trade suggest that the Society regarded this acquisition to propound two key advantages: the ability to exclude other potential exporters of Welsh butter and the position of dominance in one of the few branches of trade not already controlled by London-based confederacies of merchants.¹⁷

Throughout each of the selected documents from the Book of Trade, the merchants are shown to be keen to promote and enforce the exclusive nature of their share in the licence to export Welsh butter. In the remembrance addressed to John Gardiner regarding the negotiations to purchase the licence (pp.65-66), it is affirmed that the Bristol merchants:

onely excluding all others shall have lib[er]tie and authoritie to buy
within the dominions of Wales... and to exporte the same anywhere
beyond the seas

The necessity of this clause is reiterated in the remembrance to John Locke (pp.67-8) when Locke is instructed to get Henley to promise that ‘our facto[res] shall be wholly ymployed in the sale of the whole quantity of butter byond seas’. Thus the terms of the licence allowed for an exclusion of other parties wishing to legally export butter by preventing Herbert or Henley from selling parts of the licence to them. This essentially prevented the entrance of legal competitors into the trade of exporting butter and meant that any profits made by the Bristol merchants could not be threatened by other individuals or groups exporting the same Welsh butter under licence.

¹⁶ Jones, *Inside the Illicit Economy*, 30-1.

¹⁷ Latimer, *History of the Society*, 140.

Of equal importance was the exclusion of competitors attempting to export butter without buying a licence – illicit traders. There would clearly have been little worth in buying a licence and excluding others from licensed trade if others could illicitly export butter with ease whilst avoiding the payment of licence fees, customs dues and fees to the patentees. The Book of Trade documents sustained efforts made by the Bristol merchants to prevent the ‘unwarrantable exportac[i]on of butter’ and thus protect their exclusive right to export Welsh Butter (pp.65, 67-8, 82-4, 95). The need to prevent illicit traders is highlighted in the remembrance to John Gardiner (p.65) when the Society demands that Henley should provide forty pounds per annum – later increased to sixty pounds (p.67), to pay officers to prevent ‘sundry men’ from illicitly exporting butter to the ‘great prejudice’ of those involved in the licence. The Society also demanded a right to half of the value of all seizures once the Crown had taken the share to which it was entitled. The Society also confronts both Henley and the Burgesses of Bristol about the matter of illicit trade, making clear their intentions to prevent ‘enterloop[er]s’ (pp. 82-4, 95). By demanding a share in the value of any seizures, the Society potentially secured an additional source of revenue – Henley was made to pay for the preventative measures against illicit traders so this came at minimum cost to the Bristol merchants. There is however very little evidence to suggest that the Bristol merchants or Henley successfully seized any butter that was being illicitly exported, although the installation of officers to oversee the butter trade could have acted as a deterrent to illicit traders from South Wales or other proximate localities. The exclusion of illicit traders essentially had the same effect as preventing and excluding others from exporting Welsh butter under licence. To a certain extent exclusion acted as a shield for the revenue of the Bristol merchants by means of eliminating competition from other traders – although this benefit could obviously only extend to the exportation of Welsh butter – and could not prevent competition in foreign markets from merchants exporting butter from other countries or even licences to export butter from Suffolk.¹⁸ The prevention of butter being exported from Wales could also have had the additional advantage of making the Society’s share in the licence more secure. The licence was essentially only valid at times when the price of butter in Wales was below three pence per pound (p.65). By preventing a decline in the supply of butter in Wales by prosecuting or deterring interlopers, the Bristol merchants could make some attempt to avoid a situation of shortage in Wales and a subsequent rise in prices that would render their licence temporarily invalid.

¹⁸ A. Everitt, ‘The Marketing of Agricultural Produce’, in J. Thirsk (ed.), *The Agrarian History of England and Wales: Volume IV 1500-1640* (London, 1967), 528-9.

However, it would be wrong to consider the incentives of the Society to acquire a share in the licence to export butter outside of the context of the other work, interests and purposes of the Society. The Society existed primarily to further the self interest of its own members and to form a united front against actions or situations that conflicted with this self interest.¹⁹ In the late sixteenth and early seventeenth centuries, groups of London merchants attempted and often succeeded in gaining monopolies in important overseas trades and markets. This advantage was then used to either exclude or make it extremely difficult for other merchants to participate in these trades and markets –acting to enforce the exclusive nature of their purchased licences in much the same way as it has been shown the Bristol merchants did.²⁰ In terms of the role of the Society, these developments meant that the Society needed to act to maintain the independence of Bristol's trade from exterior controls and oppose the privileged London groups in order to continue to represent the self interests of the merchants of Bristol.²¹ In terms of the attempts to obtain a licence to export butter, this motive of opposing and competing against the London-based merchant groups is particularly pronounced and evident in the documents taken from the Book of Trade. When referring to Henley in a letter to Bristol's Burgesses regarding an impending session of parliament (pp.82-4), the Society alleges that Henley attempted to 'ingrosse the whole quantity' for his own benefit with the view to:

Utterly Debarring both the natives and marchants of this City from Dealing in that Comoditie as if god had noe sons to whome hee gave the benefitt of the earth but in London.

It is then described how Henley's behaviour 'enforced' the Society to negotiate with Henley with the view to purchasing a share in the licence. This emotive description of Henley's actions must be viewed critically – it seems that the Bristol merchants felt that Henley acted unreasonably by purchasing a licence and then expecting the Bristol merchants to pay him if they wished to export Welsh butter. The resentment of the Bristol merchants at having to make payment to Henley, a London merchant, is further demonstrated by the Society's plea to the Crown that concludes the correspondence with the Bristol Burgesses (pp.82-4). The Society

¹⁹ McGrath, *Merchant Venturers*, 51-62.

²⁰For example, issues regarding the Levant Company were discussed in the Privy Council at approximately the same time as the negotiations for butter export licences were being conducted (late 1618). The matter of currant exportation was discussed and the Bristol merchants were forced to make concessions to the Levant Company in order to continue exporting currants. (Latimer, *History of the Society*, 140-1; McGrath, *Merchant Venturers*, 52-62; McGrath, *Records*, 213-5).

²¹ McGrath, *Merchant Venturers*, 52-62.

asked the Crown to repossess the butter export licence from the patentees and accept an offer of four hundred pounds per annum from the Society for this licence. The letter also makes reference to the fact that the loss of four hundred pounds already paid to Henley could be 'endured'. Although this offer was declined by the Crown, the episode shows the degree to which being forced to collude with London merchants and accept outside interference in their trades riled the Bristol merchants. The purchasing of a two thirds monopoly of the licensed Welsh butter exportation could therefore have been incentivised to a certain degree by a determination to claim the right to export Welsh butter, before the trade became dominated and restricted by a group of merchants based in London. The prospect of a London-based domination of a trade based in Wales also could have seemed particularly unappealing to the Bristol merchants by reason of the comparative proximity of Bristol to Wales.

There were therefore some plausible and clear advantages obtainable from legitimate licensed trade that may have incentivised the Bristol merchants to attempt to obtain a share in the licence to export Welsh butter. However, the demonstrated benefits of acquiring this licence are only meaningful to an investigation into the incentives of the Bristol merchants if they are examined relatively to the costs, risks and inherent problems in the nature of licensed trade of a prohibited commodity. The Book of Trade is again very revealing about this aspect of the Society's acquisition of the licence to export Welsh butter.

It is clear that the licences to export Welsh butter were costly. The book of trade refers to a 'three hundred pounds fine in hand' paid to George Henley and a similar fine of one hundred pounds paid to William Herbert (pp.65, 67-8). There were also sums of money to be paid to both the Crown and the patentees for each kilderkin of butter exported – one shilling per kilderkin was payable to the Crown and two shillings payable to the patentees (pp.65, 67-8, 82-4, 93-4). For the two thousand four hundred kilderkins that the Society purchased the right to export, these fees amounted to a further three hundred and sixty pounds on top of the four hundred pounds upfront fine already paid to Henley and Herbert.²² It must also be remembered that these fees were additional to the other standard, unavoidable and necessary fees for exporting goods. Payments for pilotage, crantage, wharfage, porters and carriers, storage, gauging and weighing at foreign ports are just some of the costs that the Bristol

²² Latimer, *History of the Society*, 143-4.

merchants would also have to frequently pay when exporting butter.²³ Although the expensive nature of the licences and other costs associated with exporting butter seem evident, this could only really be proved by an examination of a commercial account of a merchant involved in the exportation of Welsh butter.²⁴ In the absence of such a commercial account, it is hard to ascertain the relative size of these costs and the impact it could have had on the merchants' ability to make a profit from this trade. Indeed this is a clear weakness in the method of deploying evidence from letters contained within the Book of Trade to investigate the Society's incentives to invest in a licence to export butter. However, the costs of the licence can be contextualised in other ways – such as by investigating the risk and long-term safety of any investment in the said licences and how conducive the purchase of such a licence was to long term gain.

The licence to export Welsh butter was not unconditional. To make use of the licence, the following specific conditions had to be met:

peace with France and Spayne freedome of pestilence in England and
Wales buying at iiid p[er] pound & without any other iust ympediment

(p.65)

Of these conditions, those referring to war and pestilence were relevant but obviously not within the scope of the Bristol merchants' influence. The condition relating to the domestic price of butter in Wales could potentially have been irksome. The condition was presumably included as a means of preventing the 'scarcity and excessive dearth' that had been caused by excessive exportation prior to prohibition.²⁵ If a shortage of butter occurred in Wales and this caused prices to rise above the prescribed level, the licence to export butter would not be valid and thus further licensed exportation could not exacerbate the shortage and subsequent price increases. To avoid this condition preventing the licensed exportation of butter, Latimer has used both civic Audit-books and a claim in the Book of Trade that the Society acted with 'care & respect in supplying the markette at all tymes with sufficiency' (pp.82-4), to show that the Bristol merchants used their dominance of the City Corporation to supply the Welsh

²³ Vanes, *Overseas Trade*, 97.

²⁴ A method successfully utilised by Evan Jones to determine the total cost of licence fees and various taxes and subsidies paid by John Smyth in relation to the cost of purchasing leather for exportation. By using Smyth's Ledger, Jones expresses the size of such costs as equivalent to a certain level of taxation – in this case Smyth's costs are identified to be equivalent to a 40 per cent tax. Jones, *Inside the Illicit Economy*, 32-3.

²⁵ P. L. Hughes and J. F. Larkin (eds.), *Tudor Royal Proclamations: The Early Tudors, 1485-1553* (London, 1964), i no.134.

domestic market with cheap butter, often making a loss in these transactions.²⁶ This was undoubtedly a means of keeping the domestic price of butter within the boundaries specified by the licence. This fact that this activity was funded by the Corporation also prevented the loss-making nature of this practice from underwriting any potential profits made by the Bristol merchants exporting Welsh butter. However, Latimer acknowledges that the recorded years in which the Corporation supplied the domestic market with cheap butter were years in which 'there was no scarcity at all'.²⁷ So although this practice could help maintain a lower domestic price of butter, it is possible that it would have made too large a loss in years where there was a genuine shortage in butter. Even if the Society could influence the Corporation to supply cheap butter to the commonality, the risk still existed that the licence could become invalid at certain times when the supply of butter decreased and prices rose.

Of far more definite and consequential risk however, was the possibility that the Crown could make the licence permanently invalid through revocation or by removing the need to purchase a licence. This risk became particularly pronounced in June 1621 when complaints from the Welsh gentry won sympathy in Parliament and a bill to open up the exportation trade of Welsh butter passed through all stages of both Houses.²⁸ The Society's fear of the butter trade being opened up is evident through a number of references in the Book of Trade. A letter to the Burgesses for Bristol shows that the Society asked the Burgesses to attempt to protect the butter licences in Parliament and also detailed a response to any potential complaints made by members of the Welsh gentry (pp.82-4). A letter to George Henley, dated 15th June 1621, also alludes to the fact that the Society temporarily ceased to maintain the general stock of butter that it usually bought for the individual merchants' use – in anticipation that 'the patent for butter should be dissolved' (p.95) The detail and length that the Society go to when informing the Burgesses about the need to defend the butter licence and the disruption to regular business transactions show that the Society's fears of the licence being revoked were genuine and serious. These fears were undoubtedly well founded. Despite having purchased the licence to export Welsh butter at great expense, the existence of the licence itself was essentially dependent on the Crown's prerogative.²⁹ The Crown could revoke a licence, remove the need for a licence in a particular trade or even render a licence invalid by liberalising trade without the obligation to compensate merchants that had already

²⁶ Latimer, *History of the Society*, 144.

²⁷ Ibid.

²⁸ W. Notestein, F. H. Relf and H. Simpson (eds.), *Commons Debates 1621* (London, 1935) 142-3.

²⁹ Jones, *Inside the Illicit Economy*, 34-5.

invested money in these worthless and invalid licences.³⁰ Even if a licence did not get completely nullified by practices such as revocation or liberalisation, there was no guarantee that licences would hold their value once purchased – the issue of more licences would clearly reduce the benefits obtainable through the exclusive nature of licences as described earlier in specific relation to butter, and therefore reduce the worth of a licence.³¹ The fears regarding the fragility of the licence to export Welsh butter were clearly justified. Although it seems that Royal Assent was initially denied to the bills passed by both houses to open up the Welsh butter trade,³² James I appeased Parliament by proclaiming just a month later that any person could freely export Welsh butter – as long as they paid the relevant customs and the prices remained within the limits specified by the original licence.³³ The passing of this proclamation is acknowledged in a petition made by the Society that is included in the Book of Trade (pp.117-8).

Although it has already been ascertained that a lack of commercial accounts for the Bristol merchants involved in the export of butter makes it difficult to identify the relative size of the costs involved in the licensed export of butter and potential levels of profit, the risky and insecure nature of the licences has important implications on how the costs of purchasing a licence to export butter should be perceived. If the four hundred pounds worth of upfront fees paid to Henley and Herbert were very likely to be recouped over the nineteen year duration of the licence through profitable exportation of butter, the initial costs would be less significant. However, the fundamental fragility and risky nature of this licence meant that no such guarantees could exist – a fact that the Society must have been aware of when deciding to become involved in the licence to export butter. The likelihood that the Crown would either revoke the licence before the nineteen year term was complete or liberalise the trade seems far too high to justify investing any significant amount of money in this licence. It seems that either the purchase of a share in the butter licence was a huge gamble or that the merchants felt that the licences could be utilised in such a way that would provide larger, more immediate returns that could justify and offset the high cost of the initial licence purchase and other fees. The use of the licences to protect and expand the illicit exportation of butter could

³⁰ Ibid, 34.

³¹ Ibid, 34.

³² Latimer, *History of the Society*, 145.

³³ Notestein, Relf and Simpson (eds.), *Commons Debates 1621*, 142-3; J. F. Larkin and P. L. Hughes (eds.), *Stuart Royal Proclamations Volume 1: Royal Proclamations of King James I 1603-1625* (Oxford, 1973), 511-519, no. 217.

offer one explanation as to why the Society was incentivised to become involved in the butter exportation licence.

The idea of purchasing an expensive licence in order to illicitly export butter does initially seem like a contradiction. However, the licence could clearly offer an innovative means of concealing and preventing the detection of illicit trade by the authorities. If a ship being used to export butter was found by a customs official being loaded with butter in a small creek after leaving Bristol or other ports specified in the terms of the licence (p.65), the excuse that the cargo of butter needed to be reorganised could be deployed to pacify any suspicions harboured by the officials – this excuse being supported by the production of a licence. This method could potentially allow much larger quantities of butter to be exported – the illicit cargo also being free from the costs of purchasing the licence, customs and the fees payable to the patentees that have already been highlighted. By using such a technique to illicitly export larger quantities of butter, the inherent risks involved in the purchase of the licence could also be minimised. By exporting large quantities of butter, revenue could be maximised and the average cost of exporting each kilderkin of butter minimised in the short run. This situation could potentially have allowed the merchants to make larger short run profits that could offset the cost of the licence – and these larger short terms profits could in turn offset any long term losses that would occur in the event of licence revocation or a removal of the need for a licence. Although there were additional risks and costs associated with an engagement in the illicit trade, the risks involved in illicitly exporting a prohibited good would seem less significant and the incentive to smuggle would be comparatively greater due to the high costs and uncertainties of licensed exportation.³⁴ Thus theoretically it is clear that the purchase of a licence could be incentivised by the benefits that it could reap for illicit trade. A reanalysis of the documents examined from the Book of Trade can be used to demonstrate how in the case of purchasing licences to export Welsh butter, there is evidence to suggest that the potential implications regarding illicit trade were a factor in the Society's decision to purchase the licence.

³⁴ G. D. Ramsay, 'The Smugglers' Trade: A Neglected Aspect of English Commercial Development', *Transactions of the Royal Historical Society*, II (1952), 137; Jones, *Inside the Illicit Economy*, 36.

Records from the Memoranda rolls in the periods 1509-1558 and 1559-1603 show the reported number of incidents in which Bristol merchants smuggled butter and cheese rose significantly between the first half and second half of the sixteenth century – from thirty five to ninety incidents.³⁵ It is true that this rise could be attributable to an increased vigour on the behalf of the authorities in terms of catching offenders and this is one of the reasons that these figures can only be used to outline general trends in smuggling within this period. However, whether the frequency of butter smuggling activities was increasing in the century preceding the acquisition of the butter licences or if it was merely that the authorities were more successful in detecting illicit trade, the fact that increasing numbers of individuals were being caught suggests that there would be an increasing need and desire to avoid detection. The Book of Trade's description of the agreements reached with Henley highlights aspects of the acquisition of the licence that seem particularly apt for this purpose. As has already been referred to in relation to the enforcing of the exclusivity of the licence, the Society insisted that Henley supplied 'three score pounds per ann[um]' to employ officers to 'prevent that noe butter shalbee transported beyond the seas' (pp.67-8). A revealing clause relating to nominations of these officers follows:

the same officers to bee nominated by the marchants of this Citty whoe
are especially interested in the same

(pp.67-8)

This clause is understandable in some respects. It is possible that the Bristol merchants involved in the butter trade only trusted their close associates to oversee this role of preventing the illicit trade of butter. However, the actual role of these officers is questionable. They did not have the rights of the customs officers to search ships or checks bills of lading and if their role of preventing butter smugglers constituted a mere task of keeping watch, their rate of success was seemingly low.³⁶ The apparent inefficacy of these officers to 'prevent' illicit trade raises questions as to why the Society was so insistent of their installation, threatening to 'desist' in negotiations if Henley refused this demand. The demand essentially forced Henley to fund a scheme through which the Bristol merchants could deploy individuals likely to be loyal to the merchants' interests in the counties producing the butter and the surrounding ports. In the context of the increased number of reported incidents of

³⁵ Vanes, *Overseas Trade*, 100-1.

³⁶ McGrath has transcribed a document from the Book of Trade (p.77) that lists incidents known to the Society in which outside parties illicitly exported butter. Of the six incidents recorded, some are undated and relate to unknown quantities of butter whilst no action to prevent these illicit traders is recorded. If these incidents were recorded by the said officers, it is doubtful whether such vague and unsubstantiated evidence could be used to ensure a successful prosecution of the offenders. (McGrath, *Records*, 121-2).

smuggling highlighted by Vanes' data and the fact that the same remembrance to John Locke (pp.67-8) refers to the fact that numerous Bristol merchants were at this time 'ympleaded in the Starr Chamber for transporting p[ro]hibited goods out of Wales', it is not inconceivable that the imposition of these officers could have been an attempt to better conceal the illicit trade of butter.³⁷ The officers could have acted as watchmen to protect the Bristol merchants' illicit trade from the attention of customs officials or even helped to lade additional butter in the creeks regularly frequently utilised by the illicit traders of Bristol. This is of course speculative but nonetheless a feasible explanation for the demands made by the Society in terms of the installation of these officers.

The Book of Trade presents far more convincing evidence to suggest that Bristol merchants used the pretence of licensed trade in order to trade illicitly. As has already been briefly alluded to, the remembrance to John Locke (pp.67-8) concludes by requesting that Locke should attempt to free a number of the Bristol merchants from charges held against them in the Starr Chamber relating to the activity of 'transporting p[ro]hibited goods out of Wales'. Although the document does not include more specific details about these 'p[ro]hibited goods', it seems probable that the prohibited goods in question were quantities of Welsh butter for a number of reasons. The list of Bristol merchants being charged in the Star Chamber correlates strongly with the individuals identified to be involved in the licensed butter trade in both the remembrance to John Locke and another document from the Book of Trade transcribed by McGrath – George Langley, Roger Williams, John Langton, John Gonning, William Jones and John Tomlinson were all named as individuals involved in the butter export licences and were also the individuals being simultaneously charged in the Star Chamber (pp.67-8).³⁸ This is not conclusive because all of these merchants were also involved in other trades, but the inclusion of the instructions to Locke to help clear these merchants from the Star Chamber at the end of a remembrance solely about butter licences is unlikely to be coincidental. The fact that the timing of this fairly infrequent occurrence of Bristol merchants being charged in the Starr Chamber for exporting Welsh butter coincided with the timing of the Society pursuing a licence to export butter is suggestive in itself. The fact that this situation was mirrored approximately twenty years later in 1639, when the next

³⁷ Vanes, *Overseas Trade*, 100-1.

³⁸ 'The coppie of the bonds given by those that were ymployed in the buying and providing of butter to bee exported by the Company', *Book of Trade* p.76, transcribed in McGrath, *Records*, 123.

licence to export butter was issued, is even more suggestive. In this instance Humphry Hooke, Richard Vikaris, Francis Creswicke and Richard Long were all charged and forced to compound in the Star Chamber for various illicit activities regarding the exportation of Welsh butter.³⁹ In both of these cases, it could of course be coincidental that merchants were being summoned to the Star Chamber whilst negotiations for licences were ongoing or due to commence soon after. However, these two separate yet remarkably similar coincidences could reflect the idea that licences to export butter from Wales became a more necessary purchase for the Bristol merchants at times when the vigilance of the authorities was increased and Bristol merchants were finding it harder to illicitly export butter without being detected. The converse of this statement is equally possible: the Crown may have been issuing licences to export Welsh butter at times when illicit trade appeared to be increasing - in the hope that the purchasers of the licence would make concerted efforts to prevent illicit trade from having a negative impact upon the licensed trade. This cause and effect theory is clearly not conclusive and because of the evidence deployed, will always have an element of speculation. It can however, be suggestive of a link between the incentives to purchase a licence to export butter and the success of any potential illicit trading activities linked to the export of Welsh butter.

Any conclusions that can be drawn from this study can only be tentative and contain a certain amount of speculation. The use of documents from the Book of Trade can provide an insight into what incentivised the Bristol merchants to involve themselves in the licensed exportation of Welsh butter in the seventeenth century and can be used to build a feasible if not entirely conclusive or solidly supported picture of the potential incentives of the Bristol merchants to obtain this licence. Any analysis of the potential benefits of the licensed trade of butter is hampered by a lack of quantitative data. The use of merchants' commercial accounts would be required in order to investigate the levels of profit obtainable through the licensed trade of butter and the absence of these sources makes it impossible to judge the relativity of the costs involved in licensed trade and determine the extent to which merchants could gain by legitimately exporting butter through the use of a licence. Even though documents from the Book of Trade can be used to demonstrate the advantages of exclusivity and the prevention of another London-based monopoly, the merchants' desire and potential to gain profit through

³⁹ McGrath, *Records*, 123-5.

the exportation of butter was undoubtedly an important incentive that was not possible to fully investigate in this study.

The selected documents from the Book of Trade are however more revealing about the high costs of investing in the licence to export Welsh butter. The references made to the possibility of the licence being revoked also show that these high costs were undertaken by the Society with the knowledge that engaging in the licensed trade of a prohibited commodity carried high levels of risk. Although only relating to one commodity, these findings tie in closely to work carried out by Evan Jones on the 'vagaries of the licence market' and essentially support his conclusions that the risks associated with licensed trade could in some circumstances act to incentivise or reduce an aversion to smuggling.⁴⁰ The opening up of the exportation market of Welsh butter in July 1621 seems to be a clear example of how the fragilities of licensed trade could disadvantage merchants that chose to invest in these licences.⁴¹

The subsequent analysis of how the possible illicit trading activities of the merchants involved in the licensed exportation of butter may have been benefitted by the acquisition of a licence is again an area in which it is impossible to reach any conclusions of certainty. The evidence collected by Vanes and McGrath suggests that Bristol merchants illicitly exporting butter was not an entirely infrequent occurrence prior to the issue of the licence whilst evidence from the Book of Trade could be interpreted to suggest that some of the arrangements made with Henley for the exportation of butter were engineered by the Society to protect and reduce the risks of illicitly exporting butter.⁴² The timing of the negotiations to obtain licences, as recorded in the Book of Trade, also seems to coincide with incidents involving Bristol merchants and the illicit export of Welsh butter coming to the attention of the Star Chamber. This could be suggestive of a link between periods of increased vigilance of the authorities or periods in which the extent of the illicit trade of butter increased and the need to purchase licences, to protect or to allow the continuation of illicit trade. The converse of this theory is obviously another possibility – that the Crown issued licences with the view that giving the licence holder a reason to try and exclude illicit traders could help to decrease the level of illicit trade of a certain commodity. Although such interpretations can only be regarded tentatively, this study has succeeded in identifying some of the possible incentives

⁴⁰ Jones, *Inside the Illicit Economy*, 30-6.

⁴¹ J. F. Larkin and P. L. Hughes (eds.), *Stuart Royal Proclamations Volume 1: Royal Proclamations of King James I 1603-1625* (Oxford, 1973), 511-519, no. 217.

⁴² McGrath, *Records*, 118-125; Vanes, *Overseas Trade*, 100-1.

for the Society of Merchant Venturers to obtain a share in the licence to export Welsh butter, even if these possibilities cannot be definitively proven to have incentivised the purchase of these licences.

Appendix

p. 65

Coppie of a remembrance given to Mr John Gardiner touching the prosecution of certain affaires of the Company with Mr George Henley of London concerning the exportacon of Butter by virtue of his Majesties Letters patents.

Good Friend Mr Gardiner this may force for your better remembrance that at your coming into London, you repaire unto Mr George Henley dwelling in S[aint] Lawrence Perwoltneys certifieng him that wee have intreated you to conclude with him in behalfe of of the merchants of this Citty concerning the butter lycence according to the Articles already agreed upon and indented betwixt him and John Gonning and John Barker which are exstant in the hands of Mr Nicholas Hide recorder of this Citty, where wee referre you wishing you to resorte into the said Mr Hide and desyre him to drawe our Indenture which Mr Henley with both caution and due considerac[i]on according to the true intendment of our bargaine, which is that in considerac[i]on of three hundred pounds fine in hand paide unto the said George Henley as alsoe for one shilling per kilderkin to bee paid unto the kinge majestie and twoe shillings unto the pattentees or their assignes at the shipping of our butter wee and our assignes onely excluding all others shall have lib[er]tie and authoritie to buy within the dominions of Wales the twoe third parts of ffower thowsand eighte hundred kinterkins of Welshe butter yeerely and to exporte the same anywhere beyond the seas from the ports of Bristoll and Barnstable with the members thereof Cardiffe and Chepstowe or any other ports in South Wales. Also wee have agreed to Joyne in Copartnership with the said Mr Henley for the Jointe buyeng of five thousand five hundred kinterkins of butter yearely provided soe much may bee lawfully bought and transported by vertue of the l[ett]res patents within South Wales which hee is to sell joyntly with us and to shipp them in our shippes alloweing twoe shillings for fraighte of every kilderkin unto Spayne and Portugall and one shillinge for freighte of each kilderkin unto France to be paid in Bristoll unto the husband our Company within fifteene Dayes after notice of the safe arryvall thereof beyond the seas. Alsoe wee have agreed that Mr Henley shall allowe Forty pounds per ann[um] towards the charge of officers in sev[er]all ports to prevent the unwarrantable exportac[i]on of butter if the one halfe of the yearely charge shall amount unto soe much or the one halfe provided it doth no exceede Lxxx^{li} yearely and that for all seazures it shalbe devided equally in halfes betweene him & us the kings parte first deducted The lessees in the behalfe of this Citty and John Gonning John Langton John Tomlinson Andrew Charlton Richard Long Francis Derricke and John Gardiner, The exceptions which Mr Henley touching exportac[i]ons of his full quantity of butter and peace with France & Spayne freedome of pestilence in England and Wales buyeng at iiid p[er] pound & without any other iust ympediment. Thus Depending uppon your friendly care in the promisses presuming you will deale providently and advisedly therein and desireing to bee advised of your proceedings as opportunitie of conveyance is offred wee comitt you to god resting etc.

Your Loving Friends,

John Goning

John Langton

John Tomlinson

Andrew Charlton

Richard Longe

Francis Derricke

Francis Creswicke

p.67-8.

Coppie of remembrance to Mr John Locke concerning the affaires of the Company with Mr Harbert and Mr Henley for the exportacion of butter as alsoe for the Cleering of certeyn of the company out of the Star Chamber being there suied at the instance of Thomas Williams searcher of Cardiff together with Discharge.

Bristoll the 9th of Octob[er] 1619

Good friende Mr John Locke these may force for your better remembrance that at your coming to London, you enquire for Mr George Henley with whome you are to conferr and conclude, touching the butter busines, according to the contract accorded here in Bristoll by the said Mr George Henley, and Mr John Barker and Mr John Gonning in the behalfe of the Company of marchants provided that Mr Henley will covenante to allowe three score pounds per ann[um] to officers which shalbee ymployed in the sew[er]all counties of Monmoth Glamorgan Carmarthen & Pembroke, and alsoe in this Porte of Bristoll and members of the same, to prevent that noe butter shalbee transported beyond the seas, but such as shalbee duely entered by the assignes of the patentees and the same officers to bee nominated by the marchants of this Citty whoe are especially interested in the same, This clause wee are constrained to insert for that wee finde by experience that Mr Henley his negligence is soe great this first yeere, that sundry men doe buy and transporte butter without controule to the great prejudice both of Mr Henley & our selves, this p[ar]ticuler is alsoe answerable to Mr Henleys voluntary promise which hee made at then sealing of the agreem[ent]. Therefore unlesse hee will covenante with us according to the promisses wee are absolutely resolved to desist Alsoe wee expecte his covenante that our facto[res] shalbee wholly ymployed in the sale of the whole quantity of butter byond seas soe longe as they shall behave themselves carefully & uprightly in the business; you may remember that the covenante of copartnership must ymport the ?wynt? sales of all the butter beyond seas and the devision of the provenennd viz twoe third p[ar]te for the use of the marchants of Bristoll and the other third p[ar]te for the use of Mr Henley and his friendes touching the 300^{li} which wee are to pay to Mr Henley at the making of the assignem[ent] you may certifie him that wee have already disbursed one hundred and fiftie pounds for him in butter, and this other one hundred and fiftie pounds wee will disburse for him in the rest of the butter that shalbee boughte this yeare.. The parties to whome the assignement is to bee made to the use of the Compa[ny] are Mr John Gonning John Langton John Tomlinson Andrew Charlton William Jones and John Locke Alsoe you are to intreate with Mr William Herberte of Cogan Pill esquire, concerning the exportac[i]on of eighte hundred kinterkins yeerely by vertue of his assignement for which are to give him 100^{li} fyne and twoe shillings per kinterkin for lycence As alsoe to lend him 100^{li} for one yeere at X per cent hee giving securitie unto us for repayment of the same Alsoe hee is to covenante that hee shall not transporte any of the quantity reserved unto himselfe but onely for the account of himselfe, And that if hee transporte none, that then wee may have the same at the like rate as we have had the rest. And

alsoe yf you shall happen to breake of with Mr Henley yett you must goe forward with Mr Herbert according to the condic[i]ons aforesaide.

Furthermore wee crave your best endeavour to cleere soe many of us as are ympleaded in Starr Chamber for transporting p[ro]hibited goods out of Wales, by the informac[i]on of the Attorney gen[er]all at the instance of Thomas Williams Searcher of Cardiffe the said Williams doth certifie us that hee hath not yett preferred any bill against us, and that he will procure Mr Attorney to withdrawe the suite by way of non prosequitur or otherwise as counsell shall advise you in which course wee desire you to bee advised by Mr Nicholas Hyde our recorder for his counsell and by any other solíciter whome you shall thincke fitt to employ, wee commend unto you one. Powell Mr Hughes of Wells his servant in the absence of Mr James Dyer Thus craving your best endeavo[urs] in the promisses and desireing you to conferre and advise with Mr Alderman Whitson in the whole progresse of the busines and to acquainte us of your proceedings by every good conveyance that you may wee comitt you to god

Uppon alegall cleereing of us

out of the Star Chamb[er] you are

to pay Mr Williams xiiij^{li}

The Discharge out of the Starre Chamber

Camera Stellata xxvij Due Octobris

Anno xvij Jacobi Regis

Whereas proces of subpoena hath byne taken out at Mr Attorney gen[er]al his suite against William Hughes Phillipp Hughes George Langley Derricke Popley Roger Williams William howell John Barker John Langton Humfry Browne John Gonning William Jones John Tomlinson Thomas ?Storinns? and William Griffith & co. reto[u]rn xv^a whichis nowe last past Mr Attorney ys pleased to discharge every of them of any further attendance thereabouts.

Exp underwood

Hark HR

p.82-4.

The companyes letter to Mr Whitson and Mr Guy Burgesses for Bristoll touching the renewing of the Charter and other necessary occasions to bee considered of at this session of parliament.

Woorthy sirs

Since yo[ur] departure hence it hath bine confidently written by some knights and Burgesses of note, that the Parliament should be againe rediomed from the 30th Januarie unto that Tuesday moneth which occasioned us to suspend writing unto you, untill wee understood from yo[ur] selves the certainty of the Parliaments commencem[ent] whereof you haveing nowe advertized Mr Maio[ur] wee make bould to crave yo[ur] best endeavo[ur] to procue the confirmac[i]on of our ancient charters by Acte of Parliament which have bine formerly grannted unto the marchants of this Citty by ma[jes]ties progenito[ur] for the better ordering of traffique and marchandizing, you may remember that the like ch[art]ers grannted unto unto the marchants of Exon was excepted and reserved in 3 J[un]e: when the trade of Spaine was made univ[er]sal unto all his ma[jes]ties subiects for thease reasons foloweing recited in the Acte of explanac[i]on or reservac[i]on viz the antiquity of the charter the p[ar]ticuler service done by the inhabitors unto the crowne, the maintenance of poore Almesmen teaching of children & in all which respecte you may truely affirme that wee doe equallize if, not p[ro]ceed them first touching service to the crowne besides the sev[er]all faire expedic[i]ons in the Raigne of Henri the Seaventh and Henri the eighth this citty furnished three shippes in Cales accon but above all o[ur] continued service for many yeeres during the Irishe warrs wee presume will not be forgotten, and even since his ma[jes]ties happie raigne o[ur] p[ar]ticuler comp[any] (poore as it is) hath expended at least five hundred pounds for the suppression of pirate infesting infesting all men trading within Seaverne and you are not ignorant of howe many other goods offices wee doe in the maintenance of eighte poore men and the schooling of poore Children, all which cannot bee longer supported unlesse wee may obteyne lawfull authoritie for the better ordering of o[ur] trade exceedingly repaired throughe the indiscrec[i]on & excesse of unexperienced enterlopers in sufficient and carlesse m[ar]in[er]s and sailers, as alsoe lewd and dishonest boatemens and trowmen whoe doe exceedingly hinder the trade of this citty depending cheifly uppon the comoditie of carriage by and uppon Seaverne ymbeazling and abusing mens goods for which inforceth sundry chapmen to fetch their wares from London many miles by horse to their greate prejudice & the hindrance of trade & damadge of the countries which they serve, wee desire not to extend o[ur] authoritie further than the trade to & from this Porte of Bristoll, And soe wee intend to mannadge it by gods leave (if it may bee procured) that the aforemenc[i]oned inconveniences shalbee speedily prevented & the p[ro]speritie of this Citty much advanced wee presume that the sev[er]all Burgesses of Glouc[ester] Tenpbury Worcester Bewely Shrewsbury & all other

townes bordering uppon Seaverne will readily assist you in this affaires for the trades men in all those places doe suffer exceedingly by the negligence & and dishonestie of the trowmen ./

Furthermore wee are to remember you concerning the maintenance of the Butter patent lately grannted by Ma[jes]tie unto two gentlemen of Wales named Richard Williams and David Lewis for the exportac[i]on of six thousand kilderkins of butter yeerely for twenty one yeeres out of the sev[er]all Countyes of Mormoth and Glamorgan payeng unto his Ma[jes]tie and his Successo[res] one shilling for custome of each kilderkin which benefitt of transportac[i]on the said pattentees Did presently sell unto a marchant of London named George Henley whoe attempted to ingrosse the whole quantity and export it for his own p[ar]ticuler benefitt thereby utterly Debarring both the natives and marchants of this Cityy from Dealing in that Comoditie as if god had noe sonns to whome hee gave the benefitt of the earth but in London where upon wee were enforced to contract with the said Henley their assignee for the transporting the twoe third p[ar]te of three thousand sixe hundred kilderkins yeerely for the terme of nynteene yeeres for which wee paid him fower hundred pounds ready mony as a fine and wee doe alsoe pay one shilling custome to his Ma[jes]tie for each kilderkin & twoe shillings for lycence to the pattentees soe that valueing the fine it amounts neere fower shillings uppon a kilderkin which is noe small imposic[i]on worth comunibus ammis at least fyve hundred pounds, wee p[er]ceyve by the patentees that some gent of those counties do purpose to question the patent this Parliament for that their servants cannott bee nowe employed as heretofore in buyeng and stealing of Butter without payeng any duties as formerly they have practized, they alsoe will pretend that the publicke exportac[i]on doth occasion agreat dearth at this time in those counties, but those suggestions will provely merely fabulous for wee will mainteyne that it hath no exceeded three pence per pound in the cheife m[ar]kette there nor fower pence in Bristoll since may last notwithstanding the extraordinary Drouth of the yeere, which hath bine done by o[ur] care & respect in supplyeng the markette att all tymes with sufficiency at those reasonable rates before menc[i]oned, And it shall appeare unto you by the collecion inclosed that not withstanding his Ma[jes]ties patente inhibiting in Glamorganshire they have contemptuously fraudulently and forceably transported as much butter thence this yeere without payment of any duties as the assigned of the pattentees have done in paying his Ma[jes]ties custome and lycence unto the patentees therefore they have no reason to complayne but doe rather deserve reproofe and punishm[ent] for their disobedience especially since wee have alwaies offred to entertayne them into o[ur] p[ar]tn[er]shipp which some have accepted Wee have noe cause to sollicite for the patentees for we knowe not howe they have deserved soe good a gifte of his Ma[jes]ties with all they have bine very remmise in prosecuting any Delinquente whereof wee have given them due informac[i]on but have suffered much butter to bee exported payeng noe duties Whereas wee pay almost foure shillings uppon each kilderkin as aforesaid which each hath much hindred o[ur] sale beyond seas But wee desire that the patent may subsist and it at weare possible might bee resumed into his Ma[jes]ties hands unto whome wee will cheerefully give fower hundred pounds p[er] ann[um] for the benefitt of the patent during the whole terme unexpired & will endure the losse of the fower hundred pounds fine which wee have already paid unto the patentees, yf you shall find any hope or lykelihood of good success for the renewing and confirmac[i]on of our ch[art]ers, we desire to bee advertized thereof as soone as you may and

that you willbe pleased to proceed therein and thereuppon wee will send you our charters & such directions for yo[ur] further proceeding as in the meane tyme wee shall conclude uppon And for yo[ur] charges and disbursements in that behalfe wee willbee very ready to make paymentwith many thanks And soe with remembrance of o[ur] Love wee leave you and your affaires to the sacred protec[i]on of the Almightye and doe rest

Xijth Febr[uary] 1620

Your Loving Friends

John Langton

Andrew Charlton

Peter Miller

Willi[a]m Pitt

John Barker

John Gonning

Humfry Hooke

Thomas Wright

Richard Holworthy

Willi[a]m Pitt

Richard Long

Willi[a]m Jones

Arthur Hibbins

Walter Ellis

Giles Elbridge

Francis Derricke

Alexander James

Miles Jackson

France Aldworth

Post Scriptu[m]

Wee desire you alsoe to confer with Mr Williams o[ur] customer whoe is nowe in London, for the procureing of lycence to transporte Irishe hide, which are farmed in England for the which lycence wee will give ij s vi d p[er] Dicker.

To the woo[rships] our loving friends John Whitson & John Guy aldermen Burgesses for the Cittie of Bristoll.

Hese xxx

by London at the 3 Cappes in Broadstreet or elsewhere

p.93-4.

The coppie of the condicon of a bond wherein William Herbert and Tho[mas] Morgan stand bound to the company to save them harmelesse concerning money paid them for transporting of Butter by vertue of the licence granted to Richard Williams and David Lewes

Whereas the kinges most excellent Ma[jes]tie by his highnes letters patente under the greate seale of England bearing date Westminster the xxth Day of February in the sixteenth yeere of his said Ma[jes]ties Raigne of England France Ireland & Did give and grante full power licence and authoritie unto Richard Williams and David Lewis gent their execu[tors] and assignes should and might at all tyme and times and from time to tyme During the space of twenty and one yeeres then next followeing, freely bargaine for, bespeake take promise of bargaine promise and buy at or within any Citty Towne buroughe or any other place or places whatsoever within the Dominions of Wales, three thousand barrills of Welshe butter by the yeere yeerely and ev[er]y of the same yeeres, and the same freely and lawfully to shipp and transporte by way of Marchandize out of, or from certeyne ports and places in the said letters patente menc[i]oned paieing and answering to the kinges Ma[jes]tie his heirs and successo[urs] for an uppon ev[er]y barrill of butter soe to bee transported the same of twoe shillings as in and by the said letters patente it doth and may more at large appeare And whereas William Herbert of Cogan Pill in the County of Glamorgan esquire by his Deed indented under his hand and seale bearing date the Sixte day of November in the seaventeenth yeere of his said Ma[jes]ties raigne being then (as hee affirmed) the lawful assignes of the said Richard Williams and David Lewis for the buyeng and transporting of one full fiftte p[ar]te being sixe hundred barrills of the said three thousand barrills of butter Did give grannte bargaine and sell assigne and sett over unto the above name John Barker Humfry Browne William Jones and John Locke their exec[utors] adm[ini]str[ation] and assignes full power licence and authorities to bargaine for procure and buy yeerely and from yeare to yeere & ev[er]y yeere during the terme of nynteene yeeres ensueing the first day of May then followeing Fower hundred barrills of the said sixe hundred barrills of Welshe butter And the same freely and lawfully to shippe lade transporte & carry by way of marchandice into certeyne forraigne p[ar]ts payeng and answering unto the said kinges Ma[jes]tie his heires & successo[urs] for and uppon ev[er]y barrill of butter soe to bee transported, the some of twoe shillings & alsoe yeelding and payeng therefore yeerely unto the said William Herbert his exec[utors] or assignes During the saide terme of nynteene yeeres the yeerely rent or some of Fower Score pounds at the Feast of S[aint] Michaell tharchangell and the maturity of our Lord god by even porc[i]ons as in and by the said Deed indented it both and may more at large appeale And whereas the said John Barker Humfry Browne Will[iam] Jones and John Locke have at then sealing hereof Deliv[er]ed and paid to the above???? Thomas Morgan by the appointment and for the use of the said Will[iam] Herbert the sume of Forty pounds of lawfull mony of England Due at the Feast of the birth of o[ur] Lord god last past before the date hereof, and is parcel of the said yeerely rent or Some of Fower Score pounds Now

thereof if the said William Herbert and Thomas Morgan of them of them their execu[tors] adm[ini]str[at]ors] and assignes & ev[er]y of them of for from and concerning fower hundred barrills of Welshe butter which are already bought and transported by virtue of the licence & aurtheritie to them granted by the said William Herbert as aforesaid And alsoe of and from all coste charge suite troubles & incombrance whatsoev[er] which shall or may arise come or growe for or by reason of the same and for or by reason of the payment of the said some of Forty pounds as afore said that then & co.

p.95

The Companyes letter to Mr George Henley concerning their determinacon in the exporting of butter if the patent be not dissolved

Bristol this xvth of June a^o 1621

Mr Henley

Sir at alate meeting of the Company of marchants of this Citty (in regard it was supposed that the patent for butter should bee dissolved at Midsomer next, where by noe provision in soe shorte a space could be made draweing in of moneys to supplie the generall stocke of the Company) yt was then thaughte meete that such of the Company as would make provision for their p[ar]ticuler accounts mighte bee at libertie soe to doe NotwithStanding The Cop[ar]tn[er]ship, Nowe for asmuch as (by the reporte of Mr Alderman Whitesone and Mr Alderman Guy o[ur] Burgesses of the Parliament) it is very likely that the patent will yet continue and bee in force until the next session, we have thoughte good to advise you of the intent of the Company in that behalf, which is that between this and Midsomer next, they will forbear to buy any Jointe Stocke and then beinn againe and continue cop[ar]tn[er]ship for the residue of this yeere yf soe bee you bee pleased uppon condic[i]on allwayes that you be allwayes carefull for the good of yo[ur] selfe and us to prevent and hinder the unlawful buyeng and transporting of butter and to restraine enterloop[er]s and such others as doe uniuistly transporte and Dayle Carry away the same aswell in french bottoms as other shipping without lycence, and as wee are informed twoe shippes have already laden butter this yeere & are dep[ar]ted therewith, and that another shipp yo[ur] nowe lading the same comodity,yf you please to consent with us herein, wee are ready to p[er]forme the premisses and if not wee wilbee willinge to accepte of your p[ar]te thereof and doe o[ur] endeavo[ur] to transporte as much as wee may, & allowe the accustomed rates of ijs each kniterkine as form[er]ly wee have done, or els wee intend to bee at libertie to deale ev[er]y man p[ar]ticulerly for himselfe Wee need not to relate unto you what the fine did coste us, but if others shalbee suffered to lade and not to pay as wee doe, neither bee questioned for their contempt therein, wee shall have a greate deale the more wronge and bee compelled to sell to o[ur] losse, thus prayeng you to retorne yo[ur] answer by this berer whome wee sende to you on purpose wee leave you to the p[ro]tec[t]ion of the Almightye & doe rest

To o[ur] very loving frend Mr George Henley m[er]chant in Super Lane London.

John Langton

Andrew Charlton

John Barker

John Goning

Will[ia]m Jones

John Locke

Francis Derricke

Franc[is]e Creswick

John Gardin[er]

p.96

Mr Henleys answere to the former letter wherein he expresseth his advice concerning the Carriage of the Butter busines

London the xvijth June 1621

Mr Barker Mr Gonning with the rest in the Lord I salute you twoe Dayes past I narate you aletter and to Mr Jones another tending in effecte to the answer which I nowe write, for the proceeding this yeere in o[ur] Jointe Stocke for the transportac[i]on of butter, as by former letters you may well understand that I am forward & ready and according to your letter of the xvth of June wilbee ready with my 1/3 p[ar]te of such moneys as you thinke fitt to bee broughte in for the first ymployment, desireing that I may be charged from Bristoll the same day the Company payeth their moneys to the???? and for my Just third, that soe fayre dealing may still goe on, and of which I have no cause yet to complaine onely this I must complaine of that there is a greate faulte for as I yet can understand none of the butter shipt out by the Company that there is any finall accompt made, althoughe the butte sould, for ready mony, sixe months eighte moneths past as that of Pharoa and Bourdeaux and S[aint] Lucar and Cadiz beside fourteene moneths past sure wee beganne the first buyeng for last yeere & yet y[our] accounte of all butter sent out is not finished, yf the fault bee in the buyers then I praye lett there bee notice presently given them to bring in their accompte and to balance what they owe in butter which to bee sent away in the first ship, And I hould it not fitt that any buyer should bee ymployed this yeere without hee first cleere the ould accompt of the last yeere, And I doubt not but in xv Dayes theis accounts wilbee all finished for my owne p[ar]te What I cann doe here in London and alsoe to stirr upp the pattentees with any els whome it doth concerne (I will) both for the punishing of interlop[er]s, and alsoe defence of our ryghts and priviledge for it is as likely to stand in force as ever, I understand of the confining of someworthy men of the Parliament yesterday of the which I am right sorry tomorrowe I Dep[ar]te for Taunton uppon earnest busines & shalbee there untill Wednesday next weeke soe that if there bee any thing in o[ur] busines which you shall need my conference yf you please to send any one over to Taunton to my father, I shalbee there and give you the best satisfacc[i]on I can for I would willingly retorne by the way of Bristoll next weeke for London but my busines will not p[er]mitt & soe doe take my leave & rest

Yo[ur] loving friend

George Henley

p.97

The coppie of an agreement concerning the transportacon of butter which should have been enacted if the whole company had consented thereunto

Whereas William Herbert of Cogan pill in the County of Glamorgan esquire and George Henley of London m[er]chant his assignes of the Pattentees for the buyeng and transporting of Welshe butter have heretofore by the mediacon of John Barker and John Gonning in the behalfe of the whole Comp[any] of this Societie assigned and aurtherized certeyne p[er]sons of the said terms granted in and by his ma[jes]ties letters patente, And whereas certeyne p[er]sons of the said Society by agen[er]all consent and agreement of the said Company have covenanted that the merchants of Bristoll and the said Geroge Henley shalbee copartners in and for the buyeng and transporting of butter during the said terme, And whereas (by reason it was much suspected that the patent for butter should have bine Dissolved) Div[er]s of this society have this yeere already boughte and provided certeyne quantities of butter for their owne p[ar]ticuler accounts Now it is this day ordayned and enacted by agen[er]all and full Consent of the p[er]sons whoe are interested in the buyeng and transportac[i]on of butter, and in open Courte established that twoe third p[ar]te of all such butter which have bine boughte this yeere for the p[ar]ticuler accounts of any of this Society shall Runne in Adventure and bee for the generall accounte of all such p[er]sons of this Societie as are interested in the buyeng and transporting of butter according to the Devisions and lotte prescribed in the Acte and Decrees of the said Society And that ev[er]y such p[er]sons shall forthwith Disburse and pay soe much ready money for the said butter as to his parte shall app[er]teyne together with considerac[i]on for the forbearance thereof after the rate of four pounds for a hundred pounds p[er] ann[um] for the tyme that the said money both hath bine disbursed And that the other third p[ar]te thereof shalbee for the onely accounte & adventure of that p[er]son & p[er]sons which hath soe already boughte & provided the said butter, whoe shall save harmelesse the residue of this society from the said George Henley for soe much concerning the said Cop[ar]tnershipp, yf the said George shall hereafter question the same And that from henceforward the said cop[ar]tn[er]shipp shall not be violated ne broken on the behalfe of this Society wi[th]out agen[er]all consent of the said comp[any] or Dissolucon of the said letters pattente And further that the said twoe third p[ar]te of all such butter which hath already bine laden and shipped shalbee for the adventures of the said Society in gen[er]all, And that it shalbee lawfull for ev[er]y on of the said Company that have already bought the said butter to their owne use and accounte repayeng unto gen[er]all accounte of this Company, twoe third p[ar]te of all the money proceeding of the said butter together with exchange according as money may be gotten in the place where the said butter shalbee souldde.

John Whitson

John Barker

John Gonning

John Langton

Andrew Charlton

Thomas Wright

William Jones

p.117-8.

The Company their petition to the Lord Treasurer for the obeyning of licence to bring butter to Bristoll by porte Cocquet and for entering goods in strangers bottoms

The humble petition of the Society and the Company of Merchannts Adventurers of the Citty of Bristoll

Whereas it pleases the kings most excellent Ma[jes]tie by his highnes proclamacon Dated the tenth day of July last past to tollerate and enable all his subiects of the Realme of England and Dominion of Wales (according to the desire of the Inhabitants of the said Dominion) to buy or cause to bee boughte any quantity of butter made or to bee made within the said Dominion of Wales or County of Monmoth, and the same to transporte into the p[ar]tes beyond the seas payeng to his Ma[jes]tie the customes subsidies and other dueties due and payable for the same, And for asmuch as yo[ur] petition[er]s have bine restrained to transporte the same to the Porte of Bristoll butter they doe pay the said customes subsidies and other dueties to his Ma[jes]tie officers of the Ports withinn the said Dominion of Wales, and yett are compelled to pay the same againe at the saide porte of Bristoll before any warrant shalbee granted for the transportacon thereof to the p[ar]te beyond the seas against the Royall meaning & intent of his Ma[jes]tie and the Ancient Lawes of the kingdome And whereas by an acte of Parliam[ent] made in the sixth yeare of the Raigne of the late queene Elizabeth instituted an acte for the Shipping in Englishe bottomes it is provided that for asmuch as the marchants of this Citty of Bristoll have susteyned of late greate losses at sea by Enimies by Reason of taking of all their best shippes with much substance that they fear lacke of their owne shippes or any other vessells of the Queenes Dominions may loade and embarke their owne wares & m[er]chandice in strangers bottoms without payeng other custome than for wares & m[er]chandice Shippes in Englishe bottoms, And whereas Your petition[er]s haveing had greate store of marchandice lyeing at Marseille in provence, and haveing the yeare past by meanes of the depredacon and Spoyle of Turkishe pirates lost many of their best shippes with much substance to the number of sixteene vessells at the lest and noe meanes to convey or bring their said marchandice to the said Porte of Bristoll, there being noe shipping of this porte nor any other Englishe Bottoms to be spared for that purpose as by sufficient Testimoniall in that behalfe made may appeace, your said petition[er]s facto[res] did shipp and lade into a strang bottome called the Poast Horse of Aurasan, their wares and marchandices to bee transported to the porte of Bristoll where shee is aryved in safetie And yet nev[er]theles Notwith standing the said provisicon & Testimoniall and oathes of certeyne p[er]sons made before the officers in the custome house of the Porte of Bristoll, his ma[jes]ties Customer Inwards of the Porte hath caused yo[ur] said petition[er]s to enter into bond of three hundred pounds to procure yo[ur] Lo[rds] warrant to tollerate and allowe of the Entry by them made and to Defend the said custome concerning the same / May it

therefore please yo[ur] most Ho[noura]ble Lordshipp to grannte yo[ur] Lo[rds] warrant mandatory to the officers of the Ports within the said Dominion of Wales & County of Monmouth to p[er]mitt and suffer yo[ur] said petition[er]s to transporte and bringe such butter as they shall buy according to the teno[ur] of his ma[jes]ties said proclamac[i]on to the Porte of Bristoll, or to any other porte within the Realme of England by Porte Cockett paieng onely the cockett Fees & p[er]forming such other dueties for the same as in other kinds of marchandices passing from porte to porte it is used to bee paid and Done or els to cause his Ma[jes]ties officers of this Porte of Bristoll to grannte sufficient warrant to your said petition[er]s for the transportac[i]on of butter to the p[ar]tes beyond the seas without payeng againe the said customes subsidies & dueties to the end yo[ur] petition[er]s may receyve such incuragm[ent] for the contyuance of their trade as by his Ma[jes]ties said proclamac[i]on they are enabled, And further to grannte your Lo[rd] warrant to bee directed to the said Custom Inward of the Porte of Bristoll Not onely to tollerate & allowe the said Entrye made of the said m[er]chandice in the said shipp called the Poast Horse of Aurasan, But alsoe to deliv[er] uss unto yo[ur] said petition[er]s the said recited bond or obligac[i]on to bee cancelled and made voyd and that from hencefourth your said petition[er]s may have & enjoy the benifitt of the said provision & Acte of Parliam[en]t for the lading of their wares & m[er]chandices in Strangers bottoms in such a manner & forme as in the said Acte ys provided, And your said petition[er]s shalbe ev[er]more bound to pray for the increase of yo[ur] Lo[rds]hip in all Honno[ur] & happines.

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