

c. J.² supplied with such commodities as they imported for Sale; in return for which they have received Tobacco payments, and applied the same in loading such Vessels as were consigned to them by their Constituents. They further represent that in this Commercial intercourse their usual customers have always relied on them to supply their exigencies, and that Justice and Gratitude prompted them not to abuse the confidence reposed in them by disposing of their Effects to others, in prejudice of those with whom they constantly traded. That their conduct in this respect is not singular, but conformable to the general practice of those who are engaged in similar traffick, cannot be denied, and they are induced to think that on mature consideration it cannot be deemed an infraction of those Resolves which they are anxious to observe, but justifiable on every principle of reason & justice.

Your Petitioners shew, that in the present scarcity of British manufacture, they had not any greater quantity of coarse linens, than was sufficient for the use of those, who for the reasons suggested, they were bound to supply; and that the said Archibald Campbell had engaged all the osnabrigs remaining in his store, to the different customers who frequented it. From hence it will appear, that he could not consistent either with his express or implied contracts, furnish M^r Ruder with the articles he requested, the refusal of which is a ground for the late Complaint against him.

Your Petitioner Archibald Campbell also sheweth that he had received advice of a Vessel intended to be consigned to him, and which shortly after arrived, to be laden with Tobacco; That he had no other means of procuring her Cargo, than by the sale of Goods to those who usually supplied him with that commodity. If therefore he was compellable to receive Cash for his merchandise, the Vessel must have returned without her freight, to the great injury and expense of his Employer: Add to this as an obvious consequence of such compulsion, that any Rival in trade with a command of Cash might buy up the goods of others, and thereby gain an undue advantage in this branch of Commerce. It may not be improper further to remark, that in the course of retail dealings, it is necessary to keep an assortment of merchandise, and that an uncontroled liberty to the purchaser & an obligation on the Seller, to permit him to select all the saleable articles in a store, would be promoting the Interest of one at the ruin of the other; nor can a charge of partiality or oppression be with justice alleged against a merchant, who is desirous of preferring those who resort to him for general supplies, to him whose application is casual for a scarce and necessary article.

Your Petitioners further shew that they have endeavoured