

Your Petitioners shew, that in the present scarcity of British manufactures, they had not any greater quantity of aworklens, 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 aworklens remaining in his store, to the different customers who frequented it. From hence it will appear, that he could not consistantly with his express or implied contracts, furnish Mr. Kuser with the articles he requested, the refusal of which is a ground for the late Complaint against him.

Your Petitioners 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 uncontrolled liberty, to the purchaser of 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 to pay due deference to such regulations as were thought necessary for the public Interest, and have contributed with cheerfulness to the general service; they therefore feel with the most poignant concern their late (and flatter themselves) unmerited proscription.

They have however the consolation to declare, that if they have erred, it was without consciousness of guilt, and hope an integrity of intention may not be imputed to them as wilful disobedience. On this subject the discernment of their present Judges renders prolixity of argument unnecessary, and to their decision they submit with respectful acquiescence.

On what particular part of the sixth Resolue the Committee have thought proper to ground their sentence is not certainly known; if Compulsion is indulged the following words may be supposed to comprise the accusation, "that no merchant or other person ought to ingross any goods, wares or merchandise whatsoever." As laws should admonish before they condemn, it is difficult to conceive with what propriety this restrictive Rule could be applied to the case in question. Ingrossing is an illegal trade, an unjust accumulation of property, with an intent to sell at gain which by enhancing the price tends to the public injury. If the acquisition is lawful, one constituent part of the offence is wanting, and the term in the Resolue is not properly applicable. To say that the words may have an extensive import to comprehend what is not expressed would be to confound language, and entrap