WILLIAM BINGHAM, EIGHTEENTH CENTURY MAGNATE

When William Bingham died in 1804, he was generally considered one of the wealthiest men of his time. Although thirty-five years earlier he had come into his share of his father’s estate, which had been divided between his mother and her four living children, he had acquired the greater part of his property through his own efforts. Those thirty-five years included the American Revolution, the unsettled years preceding the establishment of the government under the Constitution, and the Duer and Morris panics of the 1790’s. Through them all Bingham kept his head and his fortune. Some years after his death, he was described by Robert Gilmor, Jr., of Baltimore as having been “well educated, shrewd and intelligent; of handsome person and gentlemanlike deportment. A great politician and speculator on public events, by which he amassed a considerable sum.” An examination of that part of Bingham’s correspondence which is still available, bears out this estimate. His major activities included politics, commerce, finance, and land speculations on a huge scale, in all of which his influence in his own day was wide. The purpose of this paper is to tell the story of Bingham’s achievements in each of these lines, so far as his own writings and letters show.

Bingham does not seem to have been what is considered a popular man, but he held one political office or another throughout the greater part of these thirty-five years. His purpose in seeking political office may have been simply to obtain as much inside information as possible, or he may have been ambitious for high office and the power that would go with it. Both Abigail Adams and Thomas Jefferson suspected him of the latter. If they were correct, however, Bingham should have gone farther politically than he actually did. William Maclay, Senator from Pennsylvania and politically opposed to Bingham, pictured him as the ruthless type who would let nothing stand in the path of his ambition. Bingham’s apparent carelessness of any

1 Robert Gilmor, Jr., Memoir or Sketch of the History of Robert Gilmor of Baltimore (privately printed), note facing p. 17.
spectacular advance in the political world indicates that his major interests lay in other fields. According to his own statement, politics were only a part of the picture: "the Interests of Commerce, as connected with Politics, are So Striking, that it is difficult to Separate one from the other."4

Bingham's first political position was as the Commercial Agent of Congress in Martinique during the Revolution.5 Those who later criticised him for having made a part of his fortune in privateering forgot that that was an accepted belligerent activity at the time Bingham engaged in it. Those who criticised him for being a war profiteer forgot the necessities with which he and other merchants supplied them during the war.6

After his return from Martinique, where according to several accounts7 he acquitted himself creditably, Bingham endeavored unsuccessfully to secure for himself the position of Minister for Foreign Affairs in Congress. It was said that there was no opposition to Bingham personally, but there was considerable objection to giving the post to a Pennsylvanian as that state already had its share of patronage.8 In October, 1781, Robert R. Livingston of New York was appointed.9

In the fall of 1782, when Bingham was defeated for Congress, James Wilson wrote him that10

I was much disappointed and indeed mortified to find that you are not in the Delegation to Congress: I lose a particular Pleasure, which I should have enjoyed in serving with you. However, you must still direct your Attention to public Life: Your Country will soon call for you; and you must, as others have done, obey the Call, notwithstanding previous unhandsome Treatment.

Bingham appears to have decided to leave politics alone for a time at least, in spite of Wilson's advice, and to devote his time to commerc-

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7 Com. for Foreign Affairs to Bingham, Jan. 12, 1779, Gratz Collection, H. S. P.; John Jay to Pres. of Cong., Dec. 26, 1779, H. S. P.; Francis Wharton, Diplomatic Correspondence of the American Revolution, III. 449; Marquis de Bouillé to Pres. of Cong., March 23, 1780, Papers of the Continental Congress, L.C., No. 90, 1. 218-21.
8 Thos. Burke to Bingham, Jan. 30, 1781, E. C. Burnett, ed., Letters of the Members of the Continental Congress, V. 555; Burke to Bingham, no date but probably Feb. 1781, Dreer Collection, H. S. P.
10 James Wilson to Bingham, Nov. 25, 1782, Gratz Collection, H. S. P.
cial pursuits. Shortly after his return from England in 1786, he was elected a delegate to the Continental Congress. It was not a very propitious time to take office. The country was nearly on the rocks financially and politically. A convention to revise the Articles of Confederation had just been called to meet in Philadelphia the following spring. Congress discussed the possibilities of this convention during the winter of 1786-87. In his notes on the debate, James Madison reported that the feeling was unanimous that the existing government could not long continue, that the members from the South and Middle states were particularly anxious for a government which would preserve the Union, but that "Mr. Bingham alone wishes that the Confederacy might be divided into several distinct confederacies, its great extent and various interests being incompatible with a single government," and that the Eastern members were "less desirous or hopeful of preserving the unity of the empire." It would be interesting to know just what Bingham did say. He was sufficiently concerned in mercantile affairs to want a government which would help rather than hamper commerce and which could not be imposed upon by foreign governments. Just eleven days after Madison made his note Bingham wrote a long letter to Lord Shelburne about conditions in America. When this is considered, it is possible to conclude only that Madison either named the wrong man or entirely misunderstood Bingham's remarks. Bingham's own words plainly express the logical point of view for a man in his position.

There must be Power lodged Somewhere, to form Commercial Regulations, whose Effects must be general & pervade every Part of the Union . . . [America] wants nothing now but a strong efficient Government, which will command Respect & Confidence abroad, & act with Vigor & Energy at home. . . . Having the Honour of a Seat in Congress, as representative of the State of Pennsylvania I was very active in promoting this Measure [the Federal Convention], as I am convinced that all our political Misfortunes flow from the Weakness of our foederal Government.

The Federal Convention met in Philadelphia on May 29, 1787. The members of Congress preferred to stay there rather than attend their own meetings in New York, and Charles Thomson as secretary of the Continental Congress had his troubles in getting the members together. Bingham and the others in the Pennsylvania delegation

\[13\] March 4, 1787; Shelburne Papers, W. L. Clements Library, 88:110.
were among the offenders.\textsuperscript{14} When this Congress did get together, however, it accomplished one piece of work of the greatest importance. In connection with the sale of a large tract of land to the Ohio Company, it adopted the Ordinance of 1787, a form of government applicable to the land in this sale and to all the United States territory north and west of the Ohio River. Manasseh Cutler had been sent by the Company to sell the idea to Congress. He proved himself an excellent lobbyist and thoughtfully kept an account of his activities in a Journal. From this it is plain that Bingham was one of the most stubborn opponents of the plan, but unfortunately Cutler gives no hint of Bingham's reasons nor of the arguments used to persuade him to change his mind.\textsuperscript{15}

The Federal Convention ended on September 17, 1787. Bingham was not present in Congress on the day the news arrived. The next day, however, he wrote to Thomas Fitzsimons in Philadelphia,\textsuperscript{16}

You expressed a Desire of Knowing what reception the Conventional Government would meet with in Congress, & whether there was a Prospect of its passing thro' the necessary Formalities in Congress, previous to the Adjournment of our legislature. . . . As from Enquiry I find that every State on the Floor of Congress is disposed to adopt it, I will endeavor to bring the Question immediately. I Shall urge as an argument the favorable Disposition of our assembly which is now in Session. I will inform you of the Results as Soon as possible.

Congress and the nine required states had acted favorably on the new Constitution by June 21, 1788, to the great satisfaction of Bingham and many of his friends.\textsuperscript{17} Bingham exerted every effort to have Philadelphia chosen as the seat of the new government. Through his letters to friends in Philadelphia, he kept them informed of the progress of this measure. On August 29 Thomas Willing wrote to him,

Your exertions are very pleasing to most folks here, & your constant attention in giving such regular information, will not be forgot soon. . . . Your reasons are well founded, & your sentiments are conveyed in language clear & intelligible; & some handsome things frequently drop from those I communicate your letters to.

\textsuperscript{14}Charles Thomson to Bingham, June 25 and July 8, 1787, Gratz Collection, H. S. P.
\textsuperscript{15}W. P. and J. P. Cutler, \textit{Life, Journals and Correspondence of Manasseh Cutler}, I. 293-94, 301-302.
\textsuperscript{16}Bingham to Thomas Fitzsimons, Sept. 21, 1787, Gratz Collection, H. S. P.
\textsuperscript{17}Thomas Willing to Bingham, June 29 and July 2, 1788, \textit{ibid.}
A few days later Bingham had to return to Philadelphia, but his work on the location of the capital was carried on by William Irvine of the Pennsylvania delegation. In spite of their efforts, New York won the prize.\textsuperscript{18}

When the new government began to function in New York in the spring of 1789, Bingham was not a part of it, but was constantly in touch with the men who were. During a part of the winter of 1789-90 he was in New York, discussing Pennsylvania affairs with its senators and representatives. Possibly he was pulling wires to get what support he could for the office of governor of Pennsylvania. At any rate he was talked of for that position.\textsuperscript{19} Instead, however, he was elected a member of the Pennsylvania House of Representatives, and on December 7, 1790, was unanimously chosen its Speaker.\textsuperscript{20}

In the meantime, Congress had adopted a plan to redeem at face value much of the government paper which had previously been considered almost worthless. The people who had sold their certificates to speculators for little or nothing protested violently. There were frequent charges that the speculators were profiting from inside information that they had received from members of the government. The speculators, however, had been buying certificates long before the government which passed this bill had been formed.\textsuperscript{21} Bingham was one of these speculators. But if he were profiting by any inside information, he was willing to share his knowledge with others. One contemporary tells how he sought Bingham's advice on the prospects of certain local paper money, was told to buy it but thought Bingham was wrong, and lived to see it sell above its face value.\textsuperscript{22} Bingham and the others who bought up the Revolutionary paper were probably in most cases simply farsighted men with sound financial sense. Some years elapsed before Congress finished redeeming all the certificates it had agreed to pay. In the meantime they were traded in as any other security might be.\textsuperscript{23}

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\item \textsuperscript{18} Bingham to Willing, Aug. 7, 1788; Willing to Bingham, Aug. 27 and 29, 1788. \textit{ibid.}; Bingham to Irvine, Sept. 10, 1788; William Irvine Papers, H. S. P., X. 13.
\item \textsuperscript{19} Maclay, \textit{op. cit.}, 180, 206.
\item \textsuperscript{20} \textit{Universal Asylum and Columbian Magazine}, V (Dec. 1790). 419.
\item \textsuperscript{21} \textit{Pennsylvania Gazette and Weekly Advertiser}, July 3, 1782.
\item \textsuperscript{22} MS. Autobiography of Charles Biddle, H. S. P., 266.
\item \textsuperscript{23} Bingham Letter Book, \textit{passim}. There is one story connected with this period which, if true, does not reflect credit on Bingham. In February, 1791, a rumor appeared that Bingham had had counterfeit certificates to the amount of $36,000 registered and had
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Bingham was active in the Federalist party in Pennsylvania, and watched its progress in other states. When, in the summer of 1792, plans were being made for the coming election in Pennsylvania, he believed that the Federalists would have to fight to retain control of the delegation to Congress. He was averse to running for an office when he was likely to be defeated, but he was too good a party man to have refused to run when asked. Although he was defeated, he was not particularly grieved at the result "as it renders me an entire Master of the Employment of my Time, which before was very considerably devoted to public Business."

When war broke out in 1793 between England and France, and England began to stop our ships on the high seas to search them, James Madison led a movement in Congress to adopt retaliatory measures. The Federalists objected on the grounds that as the vast majority of our trade was with England, restrictive measures would react to our own disadvantage. A meeting was held in Philadelphia, headed by William Bingham and Thomas Fitzsimons, for the purpose of protesting against any action being taken by Congress against England. Madison claimed that the Federalist supporters at the meeting were in a decided minority, and that the signatures secured to the petition supposed to have come from the meeting actually were acquired later. Whether this charge is true or not, Congress did refrain from passing restrictive measures and decided to settle the dispute by diplomacy. The word of Bingham and Fitzsimons must have carried weight in the Federalist party councils at this time, for a few months later they were both talked of as candidates for the
Senate. Bingham was the one selected. He was subsequently elected and served until the close of his term on March 4, 1801.

Bingham, and probably most of the others who opposed the adoption of restrictive measures against England, was anxious to do anything within reason which would avoid war. When John Jay was appointed in May, 1794, as special minister to England, Bingham wrote to his friend Lord Shelburne, urging him to use his influence to help Jay succeed in his mission.

The United States are disposed to remain neutral on every Principle of public Good & private Interest. The Dissemination of Property amongst all Classes of the Community which attaches them to a peaceful State of Things, & the uncommon Success which attends all their Efforts of Industry must naturally insure the Continuance of Peace, as far as it can depend on the general Sentiment.

In spite of the immense profits he was reputed to have acquired during the last war, Bingham preferred peace. Shelburne, he knew, was willing to do anything in his power "to introduce a little more civilization among nations, and put war at a greater distance." Unpopular though it was, the treaty which Jay brought back with him the next year was ratified. Bingham believed that it "has Secured us a Continuance of Peace."

A few months after his election to the Senate, a rumor appeared in government circles that Bingham was being considered as a successor to James Monroe, then Minister to France. The Federalists had little sympathy with the French government and objected to Monroe's partiality to the revolutionary cause. Madison informed Monroe of the rumor early in 1796 and added "I entirely disbelieve it; but the whisper marks the wishes of those who propagate it." Bingham would have been a logical choice of the Federalists. He was a prominent member of the party, he spoke the French language, and as a powerful merchant himself he would exert every effort to protect American commercial rights of which France was becoming increasingly careless.

27 Madison to Jefferson, Dec. 21, 1794, ibid., II. 29.
28 Bingham to Shelburne, no date, probably 1794, LaCaita-Shelburne Papers, W. L. Clements Library.
31 Writings of Madison, II. 84.
Bingham served as president pro tem. of the Senate during the spring of 1797, which seems to have been a somewhat mixed blessing as he was so steadily engaged with occupying "the Chair of the Senate, from ten o'clock untill four" that it interfered with his personal business. According to the *Annals of Congress*, he was present most of the time, but he seldom spoke in the Senate, certainly never at length.

The possibility of war with France during his term in the Senate was a constant worry to Bingham. His widespread commercial interests made him "dread the Disorganization & extreme Disorder which will arise out of it." When the Commissioners whom Adams had sent abroad failed to persuade France that she should cease interfering with American commerce, it was decided to provide American merchant ships with naval convoys and to permit the arming of private ships. The situation was not improved when Elbridge Gerry allowed himself to be persuaded to remain in France after the other Commissioners left for home. There were many who agreed with Bingham that "the Interests of the Country may be deeply committed by his Conduct." When the dispatches of the Commissioners were made public, the wave of sentiment against the French government was such that many of her supporters in America were compelled to lie low for a time, but Bingham was convinced that this was only a temporary silence on their part. He believed that the object of the French was so to divide the United States on the question of war that the Union itself might be broken up, and that the United States should protect herself by an armed neutrality until the troubles with France were over. He believed that the national income from protected commerce would cover the expense of a navy, and the owners' insurance savings resulting from the protection would counterbalance any extra expenses they might be put to.

No doubt Bingham hoped for Federalist success in the election of 1800, but he saw the handwriting on the wall and made his arrangements to leave the Senate at the end of his term without any attempt.
WILLIAM BINGHAM (1752-1804)
Painted by Gilbert Stuart (c. 1797)
Reproduced by permission of the owner, Mr. Alfred Mildmay, of London
at being reelected. The lack of harmony within the party was noticeable to everyone. Bingham had cast his lot with the Hamilton faction in 1796. He knew how serious the dissension was, for it was at his house that the meetings of certain senators were held in 1799 when an unsuccessful attempt was made to impose the will of Hamilton on Adams.

In the fall of 1800 the government was removed to Washington. The questions which interested Bingham most in this last short session of his term as senator were the election of the president, the settlement of some sort of a treaty with France which he hoped would have pacific results, and the appointment of judges under the new judiciary Act. Although he felt that the French treatment of American commerce deserved a firm rebuke from the United States, he was well aware that a similar stand should have been taken against Great Britain, but the absence of complaints on specific cases had tied the hands of the administration. Information on certain cases had been gathered to be presented to the new administration, but Bingham thought it unfortunate that the first act of this new party towards Great Britain, should exhibit a Volume of Complaints & Should be cloathed in the Language of Invective & remonstrance, especially when it is considered that the Cases to which reference is made, had their Existence under the former Administration.

It could scarcely fail to be taken in England as an indication that the new government was even more hostile to them than the old had been friendly. Within three months after his term in the Senate had ended, the death of Mrs. Bingham induced him to leave America for an indefinite stay abroad. During his absence he followed both European and American political events closely.

Bingham was probably the greatest single land owner in America at the beginning of the nineteenth century, but before he bought up

88 Bingham to King, March 5 and Aug. 6, 1800, *ibid.*, XXXI. Nos. 5 and 22.
89 Bingham to King, Nov. 29, 1796, *ibid.*, XLI. No. 9.
41 Bingham to Richard Peters, Feb. 1, 10, and 23, 1801, Peters Papers, H. S. P., X. 65, 66, 69; Bingham to ———, Feb. 27, 1801, Gratz Collection, H. S. P.
43 Bingham to King, Nov. 24 and 27, 1801, and Jan. 30, 1803, Rufus King Papers, XXVI. Nos. 92, 93, 95; Bingham to Thomas Mayne Willing, May 22, 1802, Gratz Collection, H. S. P.
large tracts of public lands in the late 1780's and early 1790's, he had already become one of the merchant princes of the United States. Soon after his return from Martinique in 1780 he had looked about for desirable commercial connections. About two years later, in October, 1782, he had made arrangements for the establishment of the firm of Bingham, Inglis & Gilmor. Samuel Inglis was a member of the house which had operated for twenty-five years under the name of Willing, Morris & Company, but of late had been known as Samuel Inglis & Company. Robert Gilmor was a young Baltimore merchant with whom Bingham and Thomas Willing had become acquainted during his frequent trips to Philadelphia. Samuel Inglis & Company and William Bingham,

anticipating a treaty of peace after the surrender of Cornwallis, were anxious to form an establishment... at Amsterdam with a view to carry on extensively the trade in the staples of Virginia and Maryland, and casting about to find a suitable person who should be well acquainted with them, and to whom... they could confide the management of such a concern, they finally offered the Amsterdam post to Robert Gilmor, with the understanding that he would furnish one fifth of the capital and they the other four fifths. Gilmor accepted and within a few weeks set out with his family for Holland. During the first months after his arrival, the new firm made commercial connections which lasted many years longer than the firm itself with such houses as Messrs. Wilhelm and Jan Willink and Henry Hope & Company of Holland and John & Francis Baring of London.

The future looked bright for Bingham, Inglis & Gilmor when Bingham left Philadelphia in May, 1783, for an indefinite stay abroad. But in less than four months Samuel Inglis had died. The death of any of the partners was to dissolve the partnership. As peace had just been concluded, Morris and Swanwick wanted to close the foreign office but were willing to continue with Gilmor if he would return to America. Bingham communicated with Gilmor immediately on receipt of the news and they decided to continue together under the firm name of Robert Gilmor & Company. This new partnership lasted

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46 Notice to Tench Tilghman of Inglis' death and change of firm name to Willing, Morris & Swanwick, Robert Morris Papers, N.Y. Pub. Lib.
until 1799 when Gilmor's sons were old enough to go in with him, and its name was changed to Robert Gilmor & Sons.\textsuperscript{48} From the beginning their trade relations were world-wide.\textsuperscript{49} There is no indication that they experienced any difficulties during the early years of their partnership, in spite of the fact that business in America was in a hazardous condition during the four years following the war. An examination of the Bingham-Gilmor correspondence and account books would throw much light on the commercial history of the last years of the eighteenth century. But they have been either lost or destroyed.

While Bingham was in London during the summer and fall of 1783, he had been occupied in determining the attitude of the different groups in England toward a restoration of commercial relations with the United States. He found that the American treatment of the Loyalists was resented, that Congress was generally considered incapable of enforcing any commercial agreements, and that English manufactures were thought to be so necessary to America that England need make no commercial concessions to the United States to obtain what she wanted of American raw products. There was, however, some pressure being brought on the government by the West India interests for a commercial treaty with the United States, and the East India Company might join them if the proposed voyages from Philadelphia to China should prove to be successful. After locating the groups hostile to friendly connections with the United States, Bingham set out to obtain as complete and accurate statistics as possible on Anglo-American trade "in order to show the reciprocal advantages that each country will derive from a free, open, unrestrained connection."\textsuperscript{50}

The opinion of the group in control in England in 1783 was expressed by Lord Sheffield in a pamphlet entitled \textit{Observations on the Commerce of the American States with Europe and the West Indies}, in which he took the stand that Great Britain and her colonies were practically self-sustaining, while America needed English products. Therefore England had everything to gain and nothing to lose in punishing the United States by erecting tariff walls against her. In December, 1783, an anonymous pamphlet appeared entitled \textit{A}

\textsuperscript{48} Gilmor, \textit{op. cit.}, 22-23.
\textsuperscript{49} \textit{Ibid.}, 24.
\textsuperscript{50} Bingham to ——, Oct. 14, 1783, Society Collection, H. S. P.
Letter from an American now resident in London, to a member of Parliament, on the subject of the restraining proclamation; and containing strictures on Lord Sheffield's pamphlet on the commerce of the American states. This was written by Bingham.\(^51\) In it he pointed out that antagonism between England and the United States could do no good. Because of their geographical position, Canada and the British West Indies were quite as dependent on the good offices of the United States as on England; if England refused to take American products freely, she must not be surprised if the United States started manufacturing articles hitherto imported from England; and Americans would never submit to the carrying of their goods in the vessels of a commercially hostile country, but would develop their own merchant marine in competition with England's. Lord Sheffield made the error in reasoning that\(^52\)

the trade of America must irresistibly be confined to its former channel; whereas I can assure him, that, freed from the controul of your Navigation Act, and all the fetters of commercial restraint, it will expand itself, as far as seas can carry . . . it.

There was common sense in Bingham's pamphlet and evidence that he understood the commercial conditions of the two countries. In a letter to Thomas Fitzsimons, Bingham offered to put his information at the service of Congress by acting as its Minister in London for the purpose of reaching some commercial agreement with the English. He made the offer with no expectation of profit from the appointment, if it should be made, but with the expectation that Fitzsimons would employ "Discretion & Delicacy" in making use of it. But whoever might receive the appointments, Bingham was convinced that ministers should, for commercial reasons, be sent to London, The Hague, and Versailles.\(^53\) Before he could have received any reply from Fitzsimons, Bingham had communicated his ideas on Anglo-American trade to Lord Shelburne, who was known to be friendly to America. Bingham agreed with him "that a commercial system should be established between the two nations to serve as a basis for the treaty" and was willing to do anything he could to promote the effort.\(^54\) People who disliked Bingham would probably conclude that

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\(^{51}\) Bingham to Thomas Fitzsimons, Nov. 29, 1783, Gratz Collection, H. S. P.

\(^{52}\) A Letter from an American . . . on the Commerce of the American States (London, 1784), 49-50.

\(^{53}\) Bingham to Fitzsimons, Nov. 29, 1783, Gratz Collection, H. S. P.

\(^{54}\) Bingham to Shelburne, Feb. 15, 1784, Miscellaneous Papers, Mass. Hist. Soc.
his one object was to gain position and prestige for himself.\textsuperscript{55} It is, however, worth remembering that the offer was made by a man whose fortune was invested in commercial pursuits which were likely to succeed or fail with the commercial standing of the country of which he was a citizen. His training and interests put him in a position where he was as familiar as anyone with the actual conditions of Anglo-American trade, he had recently spent nearly four years in diplomatic work in the West Indies, he was on the spot, and he would be no expense to the impoverished American government. Congress, however, did not see fit to make use of his services although Bingham remained abroad two years longer.

By the time Bingham returned to America in 1786, trade between the United States and the Far East had made a good start. The profits of some of the early voyages were so great that many houses followed the example of the pioneers in the trade, the market soon became overstocked, and much of the early profits were wiped out.\textsuperscript{56} When Robert Gilmor & Company sustained some minor losses in this trade, Bingham wondered if there were much point in tying up money in a two-year voyage which was bound to be a gamble so long as the United States had to compete with England whose interest rates were only one third as much as in America, and with the Portuguese who did not have to pay “any Ship Money for their Vessels in the Ports of China.”\textsuperscript{57} Later in 1791 Bingham contemplated reducing his commercial interests with a view to retiring from active business.\textsuperscript{58} But the successful voyages of some of his ships which were then at sea made the future too tempting to be resisted, and his subsequent ventures included vessels sent to the Far East, the Mediterranean, South America, and many European ports. While he was in the very act of writing of his intention to retire, the \textit{Harmony} was on its way to China. Although it lost money on the outward voyage, the profit of the return cargo was expected to be about £17,000 sterling. In the spring of 1792 it was found to have made so successful a voyage that Bingham was quite willing to continue with Gilmor in the Far East trade.\textsuperscript{59} Operating with Bingham and Gilmor in this trade was

\textsuperscript{56} Bingham to W. and J. Willink, July 10, 1791, Bingham Letter Book, 11-12.
\textsuperscript{57} Bingham to Robert Gilmor, Jan. 24, 1791, \textit{ibid.}, 43-47.
\textsuperscript{58} Bingham to Robert Montgomery, Oct. 12, 1791, \textit{ibid.}, 148-50.
Mordecai Lewis, who was likewise a partner with Bingham in the firm of Mordecai Lewis & Company of Philadelphia for several years after the latter's return from Europe.\footnote{Petition of Mordecai Lewis and others, April 21, 1787, Dreer Collection, H. S. P.; Bingham to Etienne Cathalan, Oct., 18, 1791, to Robert Gilmor & Company, April 11, 1792, and to Mordecai Lewis, Dec. 3, 1792, Bingham Letter Book, 130-32, 190-94, 356-57.}

Another vessel in which Bingham, Gilmor, and Lewis were jointly interested was the \textit{Louisa}, which returned from a highly successful voyage to France about the same time that the \textit{Harmony} arrived from India, her profit on the one voyage being over \$20,000. The \textit{Louisa} had taken tobacco to Marseilles in the fall of 1791, racing with other ships to be the first to arrive and so command the best price for her cargo.\footnote{Bingham to R. Gilmor, Oct. 9, 1791, to Etienne Cathalan, Oct. 18, 1791, to Robert Gilmor & Company, May 8, 1792, and to Gilmor & Company, May 16, 1792, \textit{ibid.}, 155-57, 130-32, 317-18, 332-33.} That the \textit{Louisa} was in danger of capture by the Algerine pirates her owners were well aware. As merchants they could not but desire that this dangerous, expensive, and humiliating practice of seizing American vessels should be stopped. Gilmor was disturbed over the outlook for the \textit{Louisa} if she were sent into the Mediterranean in that winter of 1791-92. But Bingham considered the season to be in the \textit{Louisa}'s favor as the Algerines were not likely to be then at sea, and was of the opinion that much of the talk of their attacks on Americans was propaganda spread by certain French houses in Philadelphia who wanted to control American trade with the Mediterranean ports. Indeed he was suspicious of designs on American trade by the French government itself.\footnote{Bingham to Robert Montgomery, Oct. 12, 1791; to Robert Gilmor & Company, June 4 (or 6?), Oct. 22, Nov. 13, 1791, \textit{ibid.}, 34-35, 104-108, 121-24, 148-50.} The \textit{Louisa}'s safe return was to some extent a justification of his opinion.

Although late in 1792 Bingham thought that "Capital could be better employed in watching the Ebbs & Flows of internal Business, than in foreign Speculations,"\footnote{Bingham to Robert Gilmor, Dec. 1792, \textit{ibid.}, 352-53.} the prospect of a general European war a few months later indicated that the bulk of the carrying trade would soon fall into the hands of the neutrals. "It cannot but tend to pour great Riches into America, especially if our Flag should be respected by the belligerent Powers," wrote Bingham to Gilmor.\footnote{Feb. 15, 1793, \textit{ibid.}, 479-82.} Under the circumstances, Bingham had some difficulty in deciding
whether he should retain his share in the *India* and her cargo about to leave for the East, or sell it and invest in domestic stocks which were then low and quite as likely to yield a profit as the voyage of a vessel which ran great danger of being interfered with by the belligerents. The *Asia*, another of their vessels, had just returned from a highly successful voyage to the East, but the outbreak of war put the *India* in a very different position.  

Soon after the outbreak of hostilities in 1793 the demand for American produce became too great for the available neutral vessels to satisfy. This increased the prices abroad while the growing American surplus brought down the prices in America. Bingham felt that the proper move for Robert Gilmor & Company was to buy up while it was cheap the type of tobacco in demand abroad. Tobacco was “not Susceptible of being injured, from being Kept,” and could be sent to Europe whenever they could get hold of ships to carry it. The profits should be fabulous.  

In addition to this trade in domestic produce, there was a flourishing trade being carried between Philadelphia and the West Indies. Much of the West Indian produce was wanted in Europe, but could be carried comparatively safely only in the already too few neutral vessels. If, as Bingham had pointed out, the United States could make her flag respected at sea, her neutrality would be immensely profitable.  

It was not respected, however, and Robert Gilmor & Company probably suffered along with the other American mercantile houses.

During these eight years a good many American vessels were sent on voyages to China and India. The length of the voyage made the venture even more of a gamble than one to Europe, but the profits were great. Bingham, Robert Gilmor & Company and Willings & Francis of Philadelphia were interested jointly in several vessels plying between America and both the Far and Near East. Richard Willing, Mrs. Bingham’s brother and a man whom Bingham considered “prudent,” had been in charge of a cargo which they sent to Canton in 1799.  

In 1800 he went again in charge of the cargo of

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65 Bingham to Gilmor, Feb. 24, April 23, May 6 and 7, 1793, *ibid.*, 471-74, 555-58, 562-64, 592-93.
66 Bingham to Gilmor, May 6 and 7, 1793, *ibid.*, 555-58, 562-64.
67 Bingham to Gilmor, May 27, 1793, *ibid.*, 533-37.
68 Bingham to Willings & Francis, Oct. 2, 1801, Personal MSS., L.C.; Richard Willing to Alexander Hamilton, April 24, 1799, and April 30, 1800, Alexander Hamilton Papers, L.C., XL, LXXIV.
the *Canton*, but this time sailed for Bengal, traveling with the British Calcutta fleet as a protection against the danger of French attack. Before the *Canton* returned in 1801, hostilities in Europe had ceased. Bingham thought that this might “injure the Sale of the Canton’s Cargo,” but there is no record of any serious loss. Another of their vessels was the *Cleopatra*, which went as far as the Red Sea.

The La Plata region of South America had commercial prospects, but did not provide so attractive a trade as Bingham wished, judging by his remark to Willings & Francis that “We have Suffered so much by the Perfidy of the Spaniards, that I have lost all Confidence in them.” But almost as he wrote this his friends were arranging to send the *Canton*, lately arrived from Bengal, to La Plata to bring back from 40,000 to 50,000 ox hides. The *Canton*, carrying merchandise which had already been contracted for at about thirty per cent. profit, was to be joined en route by the *America*. The funds to be delivered at their destination were to be invested in as many hides as the two ships could carry and the surplus to be brought home in specie. About eighteen months later, part of these hides were reshipped to Henry Hope & Company of Amsterdam. The owners of the *Canton* and of one half the cargo were Bingham, Robert Gilmor & Sons and Willings & Francis. The rest of the cargo belonged to Nicklin & Griffith. Although the total profit from the voyage cannot be determined without further information than that available, if the profit on the outward voyage is taken as an indication, the opportunities must have been vast in this South American trade in the beginning of the nineteenth century. The papers of the voyage show plainly that Bingham was still a long way from retiring.

Bingham’s residence in England from the summer of 1801 through 1803 made it possible for him to keep the Gilmors and Willings & Francis informed of events in Europe and to make wise suggestions concerning shipments to Europe. Because of the uncertainty of

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71 Bingham to Willings & Francis, Nov. 22, 1801, Gratz Collection, H. S. P.
72 Willings & Francis to Captain Thomas Wills of the *Canton*, Nov. 30, 1801, and instructions, May 3, 1803; to James Baxter and William Blodget, supercargoes of the *Canton* and *America*, Dec. 1, 1801; Meredith Papers, Ships, Sloops, and Schooners, H. S. P.
73 Bingham to Thomas Mayne Willing, Oct. 11, 1801, Gratz Collection; Bingham to Gilmor, Jan. 1, 1802, Dreer Collection, H. S. P.
conditions in Europe, he felt that the best course would be to turn their resources into some channels other than commerce. Ever since his return from Martinique in 1780, he had been interested in the internal development of the country. He had been closely connected with the growth of new financial institutions and had become the greatest land owner in the country. So when peace did come in 1801, it was not strange that he should have written from London to Thomas Mayne Willing that

a great portion of the Capital, which was formerly devoted to Commerce exclusively, being now released from an Attention to their Object, will be employed in Internal Improvements & giving a Value to real Estate.

Before considering Bingham as a land speculator his connection with the early development of American banking institutions should be mentioned. He was one of the largest contributors to the Bank of Pennsylvania, established in the summer of 1780, when Congress was practically bankrupt, to supply the army with necessities. The men who contributed were to make no profit and had only the word of Congress that they would be repaid. About a year later it was decided to establish a regular bank which would better meet the needs of the country. This was incorporated by Act of Congress on December 31, 1781, as the Bank of North America. A week later the new bank opened for business with Thomas Willing as its president and his son-in-law, William Bingham, as one of its twelve directors. Bingham continued as a director only until January 12, 1784, when he was succeeded by his friend and business associate, Mordecai Lewis, who remained a director for sixteen years. Bingham was one of the largest subscribers to the first issue of stock of the Bank of North America. Of the 1,000 shares offered at $400 a share, Bingham bought 95 for himself, 5 for his wife and 7 for his mother. Most of the subscriptions were in comparatively small quantities such as Thomas Willing's 11 shares and Mordecai Lewis's 5. The purchase of the stock was a good investment. While Bingham was abroad during 1783-86, Thomas Willing advised him that the affairs of the Bank were going swimmingly, the value of its stock having increased fifteen per cent. in less than two years. And in only seven of the first

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74 Bingham to Thomas Mayne Willing, May 22, 1802, Gratz Collection, H. S. P.  
76 Lewis, op. cit., 133-35.
twenty years of the Bank's existence did the dividends drop below ten per cent.\textsuperscript{77}

The passage of the Act providing for the establishment of the Bank of the United States was of considerable interest to Bingham, both as another chance to speculate and for its possible adverse effect on the Bank of North America in which he was still deeply concerned. As he wished "to subscribe pretty largely with the Bank," he arranged with Robert Gilmor to withdraw about £5,000 from his share of the commercial activities of Robert Gilmor & Company. Gilmor himself did not subscribe. During the months following the opening of the Bank, Bingham traded in considerable quantities of the Bank stock. It seems to have been a profitable business in spite of occasional difficulties in collecting from those who bought from him.\textsuperscript{78} Everyone was interested in the election of directors of the new Bank. Bingham was in close touch with what was being done in New York through his correspondence with Nicholas Low of that city.\textsuperscript{79} When informing Gilmor of events in Philadelphia, Bingham wrote him that

A great deal of Intrigue & manoeuvering is made use of to obtain a Seat at the Board. for my part, I shall give myself no trouble about it, as I would view my being left out with Indifference, if not pleasure, altho' my Name is introduced into all the Lists.

A subsequent letter shows that Bingham fully expected that Mordecai Lewis and Robert Gilmor would be chosen, and that Thomas Willing would be elected president of the Bank.\textsuperscript{81} Actually, Thomas Willing and Bingham were both made directors, and the former was subsequently chosen president.\textsuperscript{82}

Bingham wanted to know what would be the probable effect of the new Bank on the fate of the state institutions which had been established during the preceding decade. He believed that if the state banks could hold their own against the competition of the Bank of the United States, the increased circulating medium would make it easier to obtain loans, would lower the rate of interest, and would

\textsuperscript{77} Ibid., 152; Thomas Willing to Bingham, Sept. 12 and Nov. 29, 1783, Provincial Delegates, H. S. P., I. No. 5, V. No. 17.
\textsuperscript{78} Bingham to Gilmor, June 4, 19, July 5, Oct. 5, 1791; to Nicholas Low, Oct. 6, 1791; Bingham Letter Book, 17-18, 21-24, 34-35, 160, 161-63.
\textsuperscript{79} Ibid., 68-69, 135-36, 139, 147.
\textsuperscript{80} Bingham to Gilmor, Oct. 15, 1791, ibid., 137-38.
\textsuperscript{81} Bingham to Gilmor, Oct. 22, 1791, ibid., 121-24.
\textsuperscript{82} Universal Asylum and Columbian Magazine, VII (Oct. 1791). 284.
raise the value of all real property. Bingham had been speculating in the stocks of the state banks both on his own account and as agent for such European houses as the Willinks of Amsterdam and the Barings of London. If the new Bank should be a disturbing factor, it might cause him considerable trouble. The increase in dividends paid by the Bank of North America after the establishment of the Bank of the United States, however, was so marked that apparently the Federal bank did not have an adverse effect on the state institutions.

Bingham became less attached to bank stocks as a form of investment during the difficulties of 1792 following the Duer failure. "By giving Credits to too great an Extent, by excessive Discounts," the directors of some of the banks had put the institutions in their care in a precarious position. This, as Bingham pointed out to Gilmor, was unfortunate.

But what is really to be lamented, is, that the Imprudence of one Bank will essentially injure another in the Same place that has been discreet in its Conduct—Such is the Sympathy which irresistibly connects them together.

Bingham recognised the danger signals before the collapse. In January, 1792, he advised Gilmor to dispose of certain bank stocks which he held as agent for the Willinks, as it "has certainly reached a Price, that probably it will not Support." This turned out to be good advice, for six weeks later conditions in the financial world had become acute. In New York there were some great Convulsions amongst the Monied Men & Dealers in the Funds. They are So pushed that they cannot take up their Notes at the Bank, which will not only be very injurious to them but distressing to an extensive Circle of their Connections.

"The Cause of this unfortunate Circumstance" was the failure of William Duer. He had speculated recklessly and by the spring of 1792 was unable to meet his obligations. The people affected by Duer's failure had to dispose of their holdings for whatever they could get in order to secure cash. Prices dropped about twenty per cent. below what they had been bringing only a few weeks before. This, as Bingham pointed out to Gilmor, meant that "Great Specula-

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\[**Bingham to Nicholas Low, Nov. 11, 1791; to Gilmor, Nov. 13, 1791, Bingham Letter Book, 104-108, 109-11.**\]

\[**Ibid., passim.**\]

\[**Lewis, op. cit., 152.**\]

\[**Bingham to Gilmor, Dec. 16, 1791, Bingham Letter Book, 335-38.**\]

\[**Bingham to Gilmor, Jan. 24, 1792, ibid., 215-18.**\]

\[**Bingham to Gilmor, March 10, 1792, ibid., 212-13.**\]
tion might now Successfully be made, by those who have the Command of Money." And Bingham was one of these. Through his agent in New York—Nicholas Low—Bingham was kept informed of the meetings of Duer's creditors. Gilmor had plenty of ready money, and Bingham urged him to buy six per cent. and three per cent. government stocks, which were being dumped on the market. The price of these stocks in England, Bingham reminded him, showed "the Confidence that is placed in the Mode of funding our Debts, & the resources of the Country." Bingham believed it was the chance of a life time and advised Gilmor to put this ahead of all but the most pressing business.

The troubles in New York were reflected in Philadelphia and it soon became difficult to obtain money there. When Bingham needed some cash, he did not borrow from the banks as they were rather inclined to assist those who it was supposed were more critically circumstanced, than it was conjectured I could possibly be. I did not, from delicacy, urge my pretensions, & therefore failed in procuring that facility I was entitled to.

When Gilmor heard this, he promptly sent £2,000 sterling in bills of exchange together with expressions of concern. But Bingham was able to assure him that he was only indirectly concerned and was injured only "by the general Shock that such large Bankruptcies must naturally occasion." Mordecai Lewis was one of the people seriously affected by the Duer panic. Bingham wanted to help him and would have gone to New York with him had it not been for the Surmises that would naturally have arisen in the public Mind, on finding us impelled at the Same Time to a Journey to New York . . . & a Conclusion would probably be drawn that we were slightly concerned in the unfavorable Transactions of that City.

So Bingham asked Gilmor to see Lewis in New York where they could "together adopt the best Method of extrication from the perplexing Scenes that Surround you." Gilmor was going to New York to attend to the affairs of the Willinks. Just before the Duer panic broke, Gilmor had placed $105,000 with Mordecai Lewis in Phila-

— Bingham to Gilmor, March 18, 1792; to Nicholas Low, March 21, 1792, ibid., 202-203, 204-208.
— See below.
— Bingham to Gilmor, April 7 and 11, 1792, Bingham Letter Book, 190-94, 195-96.
— Ibid., 184-89, 195-96.
— Bingham to Gilmor, April 11 and 24, to W. & J. Willink, April 26, 1792, ibid., 171-76, 177-82, 190-94.
delphia and Nicholas Low in New York "on Account of the proposed Speculation on Joint Account with the Willinks." It was to straighten out Low’s difficulties that Lewis and Gilmor hastened to New York a few weeks later. Low was much in debt to the banks, to Lewis and to Gilmor, and had guaranteed the Willinks a certain price for bank stocks which had lately fallen rapidly. Bingham was sure that the stocks would recover their value, and that the Willinks were sufficiently reasonable to be patient under the circumstances. He seems to have judged them correctly in this case. 94

During the same spring, however, a quarrel arose between Bingham and the Willinks. It is a little difficult to determine precisely what happened, but the trouble seems to have begun when certain loan office certificates purchased by Bingham as their agent were registered jointly in his and their names. The Willinks objected to this method of registration, and, judging by Bingham’s replies, seem to have questioned the honesty of his motives in so doing. 95 Naturally Bingham was indignant. But in spite of their insinuations, he did not want a public quarrel, not, as he told them

that I dread the Effects thereof, for I would willingly display my Conduct throughout this Transaction, to the most narrow & accurate Investigation,

but because it could do neither of them any good and might seriously harm them both. He offered to buy the Willinks’ and their associates’ share of the certificates immediately at the current low price, or to deposit the certificates with a trustee to be redeemed later at their face value. He expected the Willinks to choose the second suggestion. 96 But when their criticism continued, he expressed his preference for a legal settlement. He notified them that his object was to discharge the loan and that they should appoint a trustee to surrender to him the certificates in their name in return for bills of exchange from him. He then prepared a complete account of the whole transaction based on the original agreement and their letters so that his side of the case would be ready. "You may be well assured," he wrote,

that I act on mature reflection, & have too much regard for Character to adopt any Steps that will not be warranted by Justice & the Laws, & Sanctioned by the opinion & Council of honest & disinterested Men of Judgment.

91 Bingham to Gilmor, March 18, April 24, and Sept. 17, 1792, ibid., 177-82, 204-208, 258-61.
92 Bingham to Gilmor, April 7 and 11, to W. & J. Willink, April 2 and June 13, 1792, ibid., 190-94, 195-96, 198-201, 292-96.
In his indignation at the charges of the Willinks, Bingham reminded them of the vast profits his advice had enabled them to make by speculation in American securities, and of the fact that he had upheld the credit of their "Name, when attacked by interested or malicious Characters." As for their service to him, he admitted that they had accommodated him with loans at different times, but on no more generous terms than he could have secured from other houses. "I wish not to give Offence—but am determined to do myself Justice—more than this you cannot ask or desire."

Bingham hoped that this quarrel would not have too adverse an effect on the "harmonious intercourse" which had existed between the Willinks and Robert Gilmor & Company. But as they objected to his conduct of their affairs strictly according to the terms of the contract, there was nothing he could do but defend himself. A complete break would be unfortunate for everyone concerned, for, as Bingham wrote to Gilmor,

I wish much to Keep on good Terms with them, & think it is their Interest to be so with me, for I have uniformly admitted the Solidarity & Reputation of their House, both to public & private Men;—& there are not wanting Persons, who would wish to injure them, in order to give a Superiority to other Houses.

Apparently he was not alone in thinking that he and the Willinks were worth too much to each other to break off entirely, for they offered to continue doing business and in February, 1793, Bingham accepted the offer. He was becoming deeply involved in the purchase of public lands which he hoped to dispose of to European capitalists, so why antagonise any of them unnecessarily? The Willinks, on the other hand, were interested in the prospect of lending a substantial sum to the Bank of the United States of which Bingham was a director and a large stockholder. He was willing to help them and on April 1, 1793, wrote that he would "be happy in being instrumental to procuring for you So valuable a Commission as must arise out of the Execution of this Business." Ten days later he wrote them that the plan had been approved.

References:
98 Bingham to Gilmor, Nov. 30 and Dec. 16, 1792, *ibid.*, 335-38, 362-65.
100 Feb., 1792, *ibid.*, 459-63.
101 April 1 and 11, 1793, *ibid.*, 416-18, 618-21.
tion of Robert Gilmor as mediator. By May, 1793, he had in his possession the papers for both sides of the dispute.\textsuperscript{102}

Bingham’s Letter Book stops here. Available papers show, however, that Gilmor was not able to reach a decision satisfactory to both parties, for in the fall of 1794 Bingham consulted William Lewis, of Philadelphia, with the idea of suing the Willinks to recover his share of the certificates.\textsuperscript{103} The securities had been put into the hands of a trustee to protect the Willinks and their associates. Bingham wanted to redeem them, but had not been able to induce the Willinks to promise that his stock would be surrendered as soon as he paid the amount due. He believed it would be “highly indiscreet” on his part to send the money unless he were assured it would be applied “to its destined Purpose.” In the spring of 1796, as a result of the sale of part of his lands, he had sufficient funds to redeem the certificates and approached LeRoy, Bayard & McEvers, of New York (the Willinks’ lawyers) with what turned out to be another futile effort to settle.\textsuperscript{104}

But about a year later the dispute was settled and Bingham was permitted to redeem the certificates which with nearly a year’s interest amounted to $105,119.23.\textsuperscript{105} The unpleasantness of the whole dispute was summed up by Bingham in a final letter to LeRoy, Bayard & McEvers, in which he said\textsuperscript{106}

In the liquidation of this Business, I am Sorry to find that Mess. Willinks have treated me with as much Illiberality & Injustice as during the various Periods of its Progress.

Bingham’s major interest, however, during the greater part of the twenty-five years following the Revolution was land. When the treaty which ended the war made the Mississippi River the western boundary of the country, the states were tempted to raise money by the sale of their unoccupied lands lying chiefly between the eastern slope of the Appalachians and the river. Settlers had already begun to drift across the mountains, and the signs of a general westward movement on the part of the people made the offer of large tracts of undeveloped lands at a few cents an acre seem almost like an out-

\textsuperscript{102} Bingham to Gilmor, March 21 and May 27, 1793, \textit{ibid.}, 438-40, 533-37.

\textsuperscript{103} Lewis to Bingham, Nov. 7, 1794, Miscellaneous Papers, N.Y. Pub. Lib.

\textsuperscript{104} April 16, 1796, Gratz Collection, H. S. P.


\textsuperscript{106} Oct. 20, 1797, Miscellaneous Papers, N.Y. Pub. Lib.
right gift to anyone with the means and the inclination to speculate. Bingham was one of these. The approach to most of the lands was extremely difficult: roads were few and bad, and only certain rivers were navigable. About 1790 a movement was started which soon remedied the situation by state and local action. The first tangible evidence of this in Pennsylvania was the establishment of the Society for the Improvement of Roads and Navigation, which held its first meeting in Philadelphia on January 28, 1791. Judging by the lists of those attending the first few meetings, the business men and politicians from every part of the state were anxious to participate in the movement. Bingham was among them, and as Speaker of the lower house of the Pennsylvania legislature was in a position to further the recommendations of the Society to the legislature to improve roads and construct canals. Meetings continued to be held during 1792 and 1793, but the necessity for the Society's existence ceased when public interest was sufficiently aroused to start the construction of many roads and canals.107 The most pretentious of these undertakings in the early years of the movement was the improvement of the old Lancaster road, which, in spite of its bad condition, was the main artery from Philadelphia to the interior. Because trade seemed to be going toward Baltimore, the Pennsylvania legislature decided in 1790 to bring it back to Philadelphia by improving this road. The route was surveyed and in April, 1792, an Act of the legislature provided for the establishment of a company to build the road. There were 1,000 shares sold at $300 a share, 600 being sold in Philadelphia and 400 in Lancaster. The shares were taken up promptly and the company was organized on July 24, 1792, with William Bingham as its president.108

Bingham devoted considerable time to the undertaking. A more detailed survey than that of 1791 had to be made. The superintendents of construction and surveyors made a preliminary report to the Board of Managers about the middle of October.109 It was found that most of the materials necessary for the building of the road could be had in the neighborhood of the route it was to follow.

The superintendents were instructed to obtain these supplies as well as provisions for the laborers and feed for the cattle at as economical a figure as was consistent with good quality.110 As President of the Board of Managers, Bingham reported to the Governor at the close of 1792,111

The Track of the Road has been Staked. the Materials will now be collected. Measures have been taken to insure the requisite Number of Laborers & every Exertion will be made to compleat with Oeconomy & Dispatch the important Work.

The building of the turnpike got under way as planned in the spring of 1793 and, although not quite finished, it was opened in 1794. Bingham gave up the presidency of the company on January 11, 1796. The stockholders had made a good investment, for the company paid a dividend of over ten per cent annually for the first twenty-five years of its existence.112 If foreign travellers are to be believed, there was a crying need for such improved roads as this one.113

By the time the Philadelphia and Lancaster road was completed, Bingham had become one of the largest landowners in the country, with property in several other states besides Pennsylvania. He had inherited several parcels of land in and around Philadelphia,114 and had added to them himself. According to one Englishman travelling in America, Bingham claimed to have bought in 1783 “a piece of land adjoining Philadelphia, for £850, which now 1794 yields him £850 per annum, and he has never laid out £20 upon it.”115 It would have been much easier for Bingham if his other purchases had been as profitable. He bought other property in Baltimore and put the management of it into Robert Gilmor’s hands.116 But when some lots were offered him in the new “federal City” on the Potomac, he

110 Bingham to Surveyor Cunningham, Oct. 31; to Supt. Pollard, Nov. 14, 1792; Bingham Letter Book, 367-69, 374-76.
111 Ibid., 359-60.
112 Landis, loc. cit., 222, 252-58.
113 Henry Wansey, Excursion to the United States . . . in . . . 1794 (Salisbury, 1798), 141-42; Isaac Weld, Travels through the States of North America (London, 1799), 63-66.
114 James Bingham and William Bingham, Philadelphia County Wills, F53, H347, X696, O332.
115 Wansey, op. cit., 123-25.
declared that he was not interested "as Property at Such a Distance is attended with considerable Inconvenience in the Management." His other holdings were large tracts in undeveloped regions.

In April, 1792, the Pennsylvania legislature voted to offer for sale a large tract of land in the central part of the state. These lands were to be exempt from taxation for ten years, had had the Indian title extinguished, and could be held by aliens on the same terms as by Americans, a condition which was not usual in America at the time. Bingham considered this an opportunity not to be missed and immediately took out warrants for about 340,000 acres. He would have to depend to some extent on the surveys then being conducted in order to make a good choice of lands. Fertility of the soil and "easy Access to Water Navigation" were the chief considerations in his opinion. He sent his warrants to John Adlum, the surveyor, and intended to rely on his judgment in this and later purchases.

The land office of the state was offering these lands at 1/ to 1/6 per acre, in addition to which the purchaser would have to pay for surveys and other items. Bingham wanted to interest foreign capital in these lands. In addressing his numerous European connections on the subject, he pointed out the advantages of purchasing land already surveyed and in private hands and the difficulties of attending to such details from a distance. Although he at first hoped for greater interest on the part of Dutch financiers than English, it was not long before he realized that most of the former were being represented in America by Theophile Cazenove. Cazenove took up such large tracts for his principals that, although Bingham was able to purchase "a considerable Quantity" for himself, it was not nearly so much as he had hoped to get. He had not done badly, however, for a couple of months later he told Cazenove that he had upwards of 430,000 Acres already Surveyed, betwixt the two Branches of the Susquehanna, which are connected in one Body, & ready for patenting; & Shall

117 Bingham to George Walker, Nov. 28, 1792; ibid., 366.
118 Bingham to W. & J. Willink, April 26; to Gilmor, Dec. 16, 1792; ibid., 171-76, 335-38.
119 May 12, 25, and June 10, 1792; ibid., 299-302, 310-11, 319-22.
120 Bingham to W. & J. Willink, Oct. 28, 1791, July 30 and Sept. 29, 1792; to George Crawford, Nov. 2, 1791; to Gilmor, Dec. 16, 1792; ibid., 112-14, 115-20, 266-71, 335-38, 398-400.
121 Bingham to Gilmor, Dec. 20, 1792; ibid., 525-26.
122 No date, but before March 31, 1793; ibid., 436-37.
have about 660,000 in a Similar Situation, during the Course of the Summer.

The Surveys of three fourths of these Lands arise out of Warrants of a very early Date, & from their priority of Choice, & the Knowledge & Address of the Superintendent of the Surveys, will undoubtedly impress the Idea of their being of a very Superior Quality, in regard to Soil & Situation.

Bingham wanted Robert Gilmor & Company to participate in this Pennsylvania purchase. He offered the firm an undivided portion of 50,000 acres, in a tract of 200,000 to be surveyed in the summer of 1793, at one shilling per acre plus interest from the time the warrants had been purchased. 123

One half of these Warrants are of the earliest Numbers, & will have a Preference in Consequence thereof. . . . The only Persons concerned in these Lands are Mr. Thomas Willing & Mr. Thomas Mayne Willing & myself, of which I hold three fifths.

Gilmor promptly accepted this offer and agreed to send to Bingham by the middle of May £2,500 plus the interest due. 124 There were rumors about that the Pennsylvania lands Bingham had invested in had cost him many thousands of pounds, but that he kept acquiring more even though the price was rising. 125 Of the 4,000,000 acres offered by the state, he eventually acquired about 1,160,000, which at a minimum of one shilling per acre would be over £50,000 without counting the cost of surveys and other items. This was a princely sum to sink into unoccupied lands for any great length of time in the 1790’s. His tracts were located in what are now the counties of Bradford, Tioga, Potter, McKean, Armstrong, Jefferson, Venango, Lycoming and Northampton. 126

Although Bingham occasionally contributed toward the building of some roads in the neighborhood of his holdings, he had no intention of spending any substantial sum on the improvement of his Pennsylvania lands. Instead he preferred to sell them in large tracts to other speculators. 127 But his success in this direction was limited to a sale on December 21, 1796, to Omer Talon, a Frenchman interested in establishing French settlements in America. Talon paid $80,000

123 April 18, 1793; ibid., 605-606.
124 Bingham to Gilmor, April 23, 1793; ibid., 592-93.
126 Land Office of the Bingham Estate, Wellsborough, Pennsylvania; letter from George W. Williams, Agent, Sept. 15, 1936.
127 Bingham to D. Cobb, Nov. 24, 1800; Bingham Letters (photostats), H. S. P.; to Gilmor, May 10, 1793; Bingham Letter Book, 548-51.
for a tract of 297,428 acres in that part of Lycoming County which was later erected into Clearfield County. When Talon departed for Europe soon afterwards, Bingham gave him authority to sell more lands there, but no purchaser was found. When Bingham himself went abroad in 1801, he found some interest in a large tract which he had acquired at the sheriff's sale of some of Morris and Nicholson's property a few years before, and which he held jointly with Thomas Willing and Thomas Mayne Willing. The price that the Willings set upon these lands, however, was such that the prospective buyer lost interest. When Bingham died three years later, no other large purchaser had been found.

When Robert Gilmor had agreed in the spring of 1793 to invest in these Pennsylvania purchases with Bingham and to pay £2,500 and interest in May of that year for his share, Bingham had already earmarked this sum as part of a payment of $30,000 due to the State of Massachusetts on the following June 1 for an immense area he had purchased a few months before in the District of Maine. These Maine lands had been closed to settlement while under British jurisdiction. After the return of peace, the Massachusetts legislature decided to dispose of them through lotteries. When this method failed to produce the desired results they were sold off in large tracts to speculators. The region Bingham was interested in consisted of two tracts aggregating a little over 2,000,000 acres, which had been assigned to General Henry Knox and William Duer by General Henry Jackson and Royal Flint in July, 1791, who had purchased them for Knox and Duer the preceding month at ten cents per acre from the Committee for the Sale of Eastern Lands in Massachusetts. Within a few months after entering on the engagement, Duer became unable to fulfil his financial obligations. By the close of 1792 Bingham had made arrangements to take over Duer's inter-

128 Clearfield County Deed Book, XXVII. 520; Lycoming County Deed Book, II. 144; Bingham to Gilmor, May 7, 1793, Bingham Letter Book, 562-64; to Knox, Sept. 30, 1797, Knox Papers, LV. 176; Louise Welles Murray, Azilum (1917), passim.
129 Bingham to Thomas M. Willing, Oct. 11, 1801, and May 22, 1802, Gratz Collection, H. S. P.; Lycoming County Deed Book, III. 221.
est in these eastern lands. General Knox had told him that one of
the million-acre tracts is admirably situated for navigation between the rivers Schoodic & Penobscot
the other million although more distant from the Sea is also well situated. It commences 12 miles north of the lands of the Plymouth company, above the flowing of the tide on Kennebec river, and extends on both sides thereof North about forty miles, west about 23 miles, and east of the same river about 17 miles.

An examination of detailed maps and reports of explorations of the Maine coast convinced Bingham that these eastern lands possessed great possibilities. The difficulties being experienced from Spanish control of the mouth of the Mississippi and from Indian troubles in the neighborhood of the Ohio seemed to him sufficient to turn the tide of emigration to the northeast. If his guess were right the Maine lands would boom.

When he agreed to take over Duer’s rights in these lands, the plan was that Bingham should give his notes to Duer for $74,600 including principal and interest and payable over a period of several years. These were endorsed by Knox, but it was understood that Bingham was responsible. Bingham was also to advance the purchase money to the treasurer of Massachusetts as it became due, and was to make such improvements on the lands as might be deemed advisable, one third of these expenses to be charged to Knox’s account. In the event of a sale of any of the property, Knox was to receive one third of the profits. Bingham’s notes to Duer and all papers connected with the lands still in Duer’s possession were placed in escrow until the agreement between Bingham and Knox should be approved by the Committee for the Sale of Eastern Lands. Bingham arrived in Boston on January 8, 1793. He relied chiefly on William Lewis of Philadelphia for all legal advice, but at Knox’s request consulted Christopher Gore and Judge Sullivan of Massachusetts because of their political influence. Arrangements were made for Bingham to meet socially most of the men whose influence might be of use, from

131 Dec. 2, 1792, Knox Papers, XXXIII. 33-35.
133 Knox note, Dec. 20, 1792, and memo from account book; Knox Papers, XXXIII. 60-61; XLIX. 34; Knox-Anthony agreement, 1792, Meredith Papers, H. S. P.
the governor down. Bingham and the Bostonians seem to have been mutually pleased. In three weeks the deeds were signed, giving him the lands on the same terms as had been given Duer. They were made out to Bingham and he alone was responsible to the Common-wealth of Massachusetts.\footnote{Correspondence between Bingham, Knox, and Gen. H. Jackson, Dec. 30, 1792, to Feb. 4, 1793, Knox Papers, XXXIII. 68, 74, 81, 95, 97, 99, 105, 106, 121.}

Before Bingham had become interested in these lands, negotia-
tions regarding the sale of a tract of over 100,000 acres had been begun with one Mme. de Leval and her associate M. de la Roche, who were planning a French settlement in Maine. This tract was approximately what is now a neck of land in Hancock County, north of Mount Desert Island and west of Gouldsborough. What evidence they gave of their ability to pay for these lands is not clear. By the end of 1792 it was plain that Mme. de Leval had no resources and was financially irresponsible.\footnote{Knox to Bingham, Dec. 2, 1792; H. Jackson to Knox, Dec. 23, 1792; \textit{ibid.}, 33-35, 65.} Before she approached him with threats and claims, Bingham had been warned. He agreed to sell her some land only if she could give security that she would be able to make payments when they fell due. An agreement was finally reached through the assistance of Benjamin Walker of New York on March 15, 1793. According to this, Mme. de Leval and de la Roche were to pay for the land they claimed about $55,000 in six annual installments. If the payments were not made promptly, she and her associates were to forfeit all right to the land.\footnote{Mme. de Leval to Knox, March 10, 1793; sale of lands in Hancock County, Maine, by William and Ann Bingham to Benjamin Walker, March 15, 1793; \textit{ibid.}, 171, 178; Bingham Letter Book, 493-95, Bingham to Mme. de Laval, Feb. 8, 1793; Misc. Papers, N.Y. Pub. Lib., Bingham assignment of de la Roche mortgage to Walker, March 15, 1793.} Bingham felt that she had got the best of the bargain, but if her settlement succeeded it would be some compensation for himself and his associates.\footnote{Bingham to H. Jackson, March 16, 1793, Emmet Collection, N.Y. Pub. Lib., 3071.} Two years later, when the first payment fell due, however, Mme. de Leval (now Mme. van Berckel) failed to pay and the land was forfeited. All that Bingham lost by the whole transaction was a sum of about $8,000 which covered advances made to her by Duer, and which Bingham had taken over with the rest of Duer's interests in Maine.\footnote{Bingham to Walker, Jan. 24, 1798, and March 26, 1800; Cobb to C. W. Hare,
Bingham was pleased with this property he had acquired in Maine. All reports of the eastern tract on the Penobscot were favorable. As for the Kennebec tract, a certain William Morris, who had examined it hastily for Cazenove in October, 1792, had reported unfavorably, it was true, but Christian Febiger who had been there with Benedict Arnold during the Revolution disagreed with him, and General Knox was sure that regardless of other drawbacks the lumber alone was worth many times what the property had cost. A careful survey would decide the matter, but the prospects were good. Although Bingham believed that by taking over the contract of July, 1791, he had secured the lands at a lower price than they would have been offered by the legislature in 1793, he confided to Gilmor that the payments were going to be difficult to meet. When the deeds were signed he had paid $31,000 to the treasurer of Massachusetts to cover the amount due to the state by Duer during 1792. Coming due in May, 1793, was another $30,000 as the first payment after his purchase, and six more such sums had to be paid in the next six years. At the time Bingham hoped to be able to anticipate the payments long before they came due, but circumstances prevented this.

If people could only be shown the advantages of Maine over other undeveloped regions and be encouraged to migrate thither, either from the states or from Europe, Bingham believed his financial burden would be materially lessened. His first move in advertising the region was the publication, in the spring of 1793, of a pamphlet which he called *A Description of the Situation, Climate, Soil and Production of Certain Tracts of Land in the District of Maine and Commonwealth of Massachusetts* (Philadelphia, 1793). This included a list of questions with their answers, which he had addressed to General Benjamin Lincoln, who was considered an au-

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March 2, 1806; W. Rawle to Hare, Aug. 12, 1805; Walker to Richard Peters, Jan. 2 and to Hare, Jan. 27, 1806; Gratz Collection, H. S. P.


Feb. 11, 1793; *ibid.*, 490-92.

Bingham to Thomas Russell, March 7, 1793, *ibid.*, 442-44; Account of Sums paid by William Bingham, Knox Papers, XLIX. 34.

Bingham accounts, Knox Papers, XLIX. 34. A copy of the pamphlet is in the New York Public Library.
authority on Maine. According to Lincoln’s account, the population was already over 100,000, the soil was fertile, grazing was good, wild life was abundant, the fisheries were near, the harbors were excellent, and there was plenty of lumber, iron ore, lime, and stone. All the District needed was roads and capital to develop it. Before the pamphlet was ready, Bingham wrote to every financial house in Europe with which he had any connection and told them of the future of these Maine lands as investments. He was so sure that all the vacant lands in the United States would be taken up by the rapidly increasing population that it would be only a short time before any European capitalist who seized the opportunity of acquiring land cheap would make an enormous profit. To complete his foreign advertising, Bingham decided that a well informed agent should be sent abroad. He expected “the best Market & the most inviting Offers” to be secured in England, probably because so many of the Dutch houses were depending on the judgment of Cazenove who had acquired a prejudice against Maine from the Morris report on the Kennebec tract and from the belief that there might be title disputes over land farther to the east. He chose Major William Jackson, a friend of many years standing who had lately been private secretary to President Washington, and supplied him with letters to every firm which might be interested. Jackson set out early in the summer of 1793.

While Jackson was on his mission, the Maine lands required much of Bingham’s attention. His contract with the Committee for the Sale of Eastern Lands provided for a penalty unless a specified number of settlers were established on the lands within a certain time. He decided to employ an agent who would oversee the surveyors, supervise the building of roads and sawmills, pass judgment on prospective settlers, attend to the registration of deeds, stop the depredations on the timber, and establish a town at some favorable point on the coast within easy access to the interior. This decision was the beginning of a long and expensive attempt to develop the Maine

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146 Bingham to Cazenove, March 31, 1793, ibid., 419-22; Evans, loc. cit., 22-23.
147 Thomas Balch, op. cit., cxv; Bingham to ———, no date; to Gilmor, May 27, 1797, Bingham Letter Book, 533-37, 559-60; Bingham accounts, Knox Papers, XLIX. 34.
lands to the point where they would carry themselves and relieve him from the heavy annual payments. He found an agent, who turned out to be an ideal man for the job, in the person of General David Cobb of Bristol, Massachusetts. Cobb agreed to devote his entire time to the business in return for a town lot in Gouldsborough, 2,000 acres of land, the residuary profits of 20,000 acres, $1,000 down and an annual salary of $1,500 to begin May 1, 1795. 148

Within a short time after he had purchased the Maine lands, Bingham increased his holdings there by buying up certain Lottery Townships in order to fill out his larger tracts. 149 He had paid out large sums for his Pennsylvania lands. The burden was heavier than he had expected. By 1795 he was badly in need of money and hoped that, if he and Knox could not arouse some interest in Maine among the Philadelphia and New York capitalists, he would be able to dispose of a comparatively small tract of about 16,000 acres which he owned in New York along the Susquehanna. 150 To add to his discouragement, Major Jackson returned to Philadelphia in June of 1795, just two years after his departure, and reported 151 a fruitless visit to Europe. Previous to his Embarking, Some Proposals were made by him to Sir Francis Baring’s House, which (in the answer thereto) Seemed in Some Measure to create a Disposition of being favorably listened to. The Terms were low; however I shall write to them on the Subject immedi-ately, & determine whether any Expectation is to be encouraged in that Quarter.

On Jackson’s suggestion, Bingham offered Sir Francis Baring 1,000,000 acres in an undivided tract for “2/ Stg p/acre, which at the present Exchange would be about half a Dollar.” Although this was something of a sacrifice, Bingham told Knox that he made the proposal “as well to relieve my present necessities, as from a Con-viction that Such a Connection would most essentially benefit the future arrangements of this Property.” But if the offer should not

149 H. Jackson to Knox, Feb. 10, 1793; Bingham accounts; Bingham to H. Jackson, March 16, 1793; Knox Papers, XXXIII. 129, XLIX. 34. Emmet Collection, N.Y. Pub. Lib., 3071.
150 Bingham to Knox, Feb. 27 and May 5, 1795; Knox to Bingham, June 3, 1795; Knox Papers, XXXVII. 40, 87, 111.
151 Knox to Bingham, June 15, 1795, ibid., 117.
be accepted, he would be "in a most cruel & embarrassed Situation." The international situation was a source of worry to Bingham. If the United States should be drawn into the war, vacant lands, unproductive and subject to taxation, would be ruinous property for anyone to hold. While awaiting the Barings' reply, he asked Knox to consider a trip to Europe, as he might succeed where Jackson appeared to have failed. Something must be done soon for in August, 1795, money was so scarce in Philadelphia that Knox's notes with Bingham's indorsement were "Selling at a Shameful Discount." Bingham's discounted note for $10,000, in part payment for the June installment to Massachusetts, had to be taken care of before August 30. Where he was to get the money Bingham did not know. He wrote to Knox that he must trust to the Chapter of Accidents for the Means of repayment. It is quite a Novel thing to me, to be thrown into Such Difficulties, & I do not bear the Situation with much Equanimity.

He had "never expended so much thought" on anything as he had on these Maine lands, and he told Knox rather dubiously "I hope I Shall be recompensed for my exertions." Knox was sure that he would be. All that was necessary was to hold on and when the settlers really began to come, Bingham and he would be repaid many times over. Bingham admitted that their descendants might profit, if in the meantime he was able to make the payments which must be made to Massachusetts. Unless about half the lands were sold, he did not know where the money to pay for the rest was coming from. The sooner they could sell the better. There was already too much land available, and General Wayne's recent victory over the Indians would be "followed by immense additional Sales of Land in the Western Territory." On the other hand, if their effort to sell to the Barings should succeed, it should "Set us at our Ease, & lay the foundation of a lasting Fortune, & thereby recompense us fully for our Trouble & Time."

In October, 1795, Bingham heard from Thomas Willing that Sir...
Francis Baring had written that one of his sons was about to depart for Philadelphia via Boston. Although he had as yet received no reply to his own letter, Bingham hastened to prepare for Baring's arrival. He gathered together "the most favourable & authentic Documents" describing the lands. General Cobb, who knew as much as anyone about Maine, should be on hand to meet Baring. General Henry Jackson was asked to prepare the way for a favorable impression on Baring by casually reminding all their Boston friends of the virtues of Maine—particularly the Codmans who were the Barings' agents.157

Alexander Baring arrived in Boston about Christmas time of 1795. He was met, according to arrangement, by General Cobb who set out with him for Philadelphia on December 31. They stopped in New York, where they were met by Knox and were entertained extensively. On January 15 they arrived in Philadelphia.158 Bingham had been informed of their approach and of Baring's non-committal attitude toward all but the Kennebec tract, against which he had a decided prejudice.159 If Baring would take part of the Penobscot tract, however, Bingham hoped to be able to negotiate a large cash payment knowing as he now did that Baring represented the Hopes as well as the Barings, and "that it is more convenient to Hope's to pay Money than to take Credit & pay Interest."160 But the days after Baring's arrival passed and no decision was reached. Bingham became more and more nervous. Cobb, however, was not so disturbed, for he believed that Baring's mind was already made up and that he was making inquiries merely as a matter of form. But Bingham's anxiety was justifiable. After all, he was responsible for the payments on the lands. Every day's delay was giving the other land speculators that much more opportunity to influence Baring into giving up the Maine project. To make a bad situation worse, Bingham was suffering from "a Severe Attack of an inflammatory Rheumatism." Cobb called it "Gout" and said the attack lasted about two weeks.161

Finally, on January 30, Baring told Bingham what land he would take and what he would give for it. The terms were not what Bing-

159 Bingham to Knox, Jan. 14, 1796, Knox Papers, XXXVIII. 98.
160 Bingham to Knox, Jan. 15, 1796, ibid., 99.
161 Cobb to Knox, Jan. 23; Bingham to Knox, Jan. 30, 1796; ibid., 103, 107; "David Cobb Diary," loc. cit., 53.
ham wanted, but Cobb thought that "Bingham has him so completely in possession that the price first proposed will be agreed to." Cobb knew Bingham's powers of persuasion, but he did not know Baring's firmness.\(^{162}\) Baring was not interested in the Kennebec tract. He agreed to take half of what was known as the Lower Tract on the Penobscot at 2/\(^{1}\) sterling per acre, and half of the Upper Tract, on which Bingham had an option,\(^{163}\) at 1/6\(^{2}\) sterling. In addition he agreed to furnish his share of the settling duties for both tracts, which were to be developed under their joint ownership. Bingham felt that the Lower Tract was being sacrificed at such a price and that the sale would not provide him with the available funds he needed so badly, for even if Baring paid cash "a great portion of the proceeds of the lower Tract, must be taken to make payment of our half of the upper Tract." Otherwise they would not be able to give Baring a good title to the latter.\(^{164}\) If Knox could persuade the Committee for the Sale of Eastern Lands to accept Bingham's promise to pay, rather than to demand the immediate cash payment of all installments still due on the part Baring was taking before giving them the right to transfer it to him, then the sale might carry them through their financial difficulties. If not, Bingham would have to turn over to the Committee all the cash received from Baring with an additional $120,000, which "would be highly inconvenient, as it would deprive me of the very resources, for which the sale was made."

Bingham believed that Baring's preference for any part of their Maine lands could not fail to benefit the rest, and that his enthusiasm in promoting plans of settlement was most encouraging. This somewhat counterbalanced the disappointment he and Knox felt at not receiving the amount of cash hoped for. After all, purchasers had not been plentiful and this one would give the lands as much favorable advertisement as anyone could wish.\(^{165}\) Baring was to take title as soon as the papers could be sent from Boston. Bingham hoped there would be no delay in their arrival as

162 Loc. cit., 52.
163 Bingham to Knox, June 15, 27, 1795, Feb. 10, 24, 1796, Knox Papers, XXXVII. 117, 128; XXXVIII. 124, 140.
164 Bingham to Knox, Feb. 2, 6, 1796, ibid., XXXVIII. 111, 117.
165 Bingham to Knox, Feb. 10, 1796, ibid., 124.
166 Bingham to Knox, Feb. 20 and 24, 1796, ibid., 135, 140.
A great Deal of low Intrigue & Management is making use of, in order to disgust him with these Lands, that he may turn his Attention to others differently Situated. But hitherto, I believe the Attempts have been entirely unavailing.

But Baring had no intention of changing his mind. His two principals—the houses of Baring and Hope—had decided to make the investment. They were favorably impressed with the lands, but "the great Inducement was the Preference which they Supposed due to the Connection which they were about forming," a reason much like one of Bingham's for desiring to sell to them.¹⁶⁷

Both Bingham and Knox were anxious to have the deeds signed and the payment delivered. Knox needed money badly. He had owed Bingham $17,000 since 1793 and Joseph Anthony $26,000 since 1794. Part of this Anthony debt Bingham took care of for him in the spring of 1796. In addition Knox had asked Bingham to try to negotiate for him a two-year loan of $50,000 from Baring, with the profits from part of Knox's Maine lands as a security.¹⁶⁸ Bingham was about as badly off. He owed $160,400 consisting of settling duties on the Lower Tract, sums borrowed from the Bank, Duer's notes, and the installment on the Maine lands, all of which had to be paid within the year. His stock which had been put up as security in his dispute with the Willinks should be redeemed as soon as possible—another $100,000. If he and Knox purchased the Upper Tract then under consideration and for which he had "made a conditional bargain with Mr. Baring for 500,000 acres," it would cost Bingham $300,000 "to take up the Deeds & give Mr. Baring a perfect title . . . with Settlement forfeitures." This totaled $560,400. Bingham was to receive from Baring for the Lower Tract "about £53,000 Stg w e is—about $235,000, from the upper Tract £37,500 Stg is $166,000." Although this amounted to $401,000, it left Bingham still wanting $159,400 to cover his debts.¹⁶⁹ It is no wonder that he wrote to Knox in April,¹⁷⁰

¹⁶⁷ Bingham to Knox, March 2, 8, 1796, ibid., 151, 162.
¹⁶⁸ Knox to Bingham, July 27, 1793, Feb. 15, 1796; Bingham to Knox, March 26, April 23, June 11, 1796; ibid., XXXIV. 64, XXXVIII. 132, 180, XXXIX. 47, 97; Knox-Anthony agreement, July 11, 1794; Knox to Anthony, June 8, 1796, Meredith Papers, H. S. P.
¹⁶⁹ Bingham to Knox, March 8 and 11, 1796, Knox Papers, XXXVIII. 62, 166.
¹⁷⁰ Ibid., XXXIX. 20.
I never felt my Engagements bear so heavily on me. I have laid all my funds under Contribution for loans, as I could not procure sufficient facilities at the Bank. But I hope this Period of extreme Difficulty & Distress is nearly terminating, for no Consideration of Profit, however great, should ever induce me again to risk my Tranquility & my Credit.

It was true that he had a considerable sum in his partnership with Robert Gilmor, but until their agreement expired he could not use it. A rumor had spread about that he had received 100,000 guineas from Baring for the 500,000 acres in the Lower Tract. He had actually received just about half that price. Although it gave a false idea of his resources which was sometimes quite embarrassing, the favorable impression created of the value of the land tended to even up the score.\(^ {171}\) The only method Bingham could think of whereby he and Knox might be able to raise some money was through the sale of part or all of the Kennebec Tract. All during the spring of 1796, his letters to Knox urged him to make every effort to dispose of that tract.\(^ {172}\)

In June, 1796, a party consisting of Mr. and Mrs. Bingham and their daughters, Mrs. Bingham's youngest sister Abby Willing, Alexander Baring and his brother Henry, a Mr. Richards who was associated with the Barings, and the Viscount de Noailles set out for Maine. They travelled part way by water and part by land, stopping for some time in Boston where the Baring purchase was closed. Late in July they arrived at Knox's Maine home where they stayed for several weeks. Knox took the men on a trip through the Penobscot tract while the ladies stayed at "Montpelier" with Mrs. Knox.\(^ {173}\) During the visit Knox secured from Baring the loan he had hoped to get, on the understanding that it would be paid in full on January 1, 1798. When Knox asked him to increase the amount in January, 1797, Baring refused on the grounds that the funds in his possession really belonged to his principals and not to himself, and added that he had made the original loan during the preceding summer only after obtaining Bingham's personal guarantee of its prompt pay-

\(^ {171}\) Bingham to Knox, March 29 and April 23, 1796, \textit{ibid.}, 5, 47.
\(^ {172}\) \textit{Ibid.}, \textit{passim}.
Considering Knox's total indebtedness to Bingham, which had mounted pretty steadily in the four years of their partnership in Maine, it was being unreasonable to expect any further help at this time when the whole country but particularly Philadelphia was beginning to feel the effects of the failure of some of the great land speculators. Late in 1796 James Greenleaf had told his creditors that he could not pay his debts. They amounted to about $1,800,000. Others were in similar difficulties. Confidence had vanished, money was almost unobtainable, and vast tracts of land soon would be auctioned off at ridiculous prices in order to satisfy the creditors. The effects of these failures were almost immediately felt in Boston, and Knox found that source of raising funds cut off as well.

There is no way of knowing how seriously Bingham was affected by the Greenleaf and other failures. He told Knox that he intended to sacrifice any of his property rather than risk starting any rumors about his solvency by borrowing at exorbitant rates the way some in distress were doing. He did one thing during the spring, however, which he could not have considered unless he felt secure. Although he had already heard from Knox that the latter would not be able to pay his note for $8,400 on which Bingham had said he was depending for part of the installment due Massachusetts for the Maine lands on June 1, in April he bought at Greenleaf's creditors' sale the estate of Lansdowne on the Schuylkill for $39,050. As soon as he heard of Greenleaf's troubles, Bingham probably planned to buy Lansdowne. He had leased it for several years from the previous owner, John Penn, and knew enough about it to be well aware of what he was getting. He had for some time been considering an Establishment for Mrs. Bingham. He first proposed a township or two, of Land in Maine,—this however was given up on the sale to Baring, with a promise, that out of the proceeds of that sale a purchase should be made for her. Mr. Bingham told me that he had foolishly given too large a Sum for the Lansdowne Estate, that he might gratify Mrs. Bingham in her Establishment.

Knox to Baring, Dec. 3, 1796; Baring to Knox, Jan. 6, 9, 1797; Bingham to Knox, March 10, 1797, Knox Papers, XL. 26, 47, 49, 79.

Bingham to and from Knox, Dec. 22, 1796, Jan. 5, 1797, ibid., 37, 43.

Jan. 10, 1797, ibid., 50.

Bingham to Knox, March 7, April 23, 1797; Knox to Bingham, March 19, 1797, ibid., 76, 85, 104.

Cobb to C. W. Hare, March 2, 1806, Gratz Collection, H. S. P.
Because of this purchase, or for some other unstated reason, Bingham thought for a time he might be compelled to delay payment of the June installment to Massachusetts. He asked Knox to find out what would be the consequences, but fortunately was able to get together the necessary $30,000 on time. When Knox sent Bingham the state treasurer’s receipt for the payment, he wrote

I rejoice at your remittance to the Treasurer as it will continue unshaken your high reputation with the government for punctuality of which all the members of any respectability in the legislature are well informed & speak thereof in terms of great commendation.

To have such a reputation in good times was one thing. To be able to support it in a period of distress like 1797 was quite another.

The circumstances which appear to have saved Bingham at this time were the combination of Baring’s purchase at an opportune time and his own rule of refusing to endorse notes for at least a year past. The one exception to this rule was his guarantee of Baring’s loan to Knox during the summer of 1796. Bingham thought Knox did not know about this condition, but the latter had been aware of it since January, 1797, when Baring had refused to increase the loan. This should have made Knox hesitate to ask Bingham for further assistance. Probably, however, the purchase of Lansdowne and the payment when due of $30,000 to Massachusetts on June 1, led him to believe that another loan of $10,000 for a year might be obtained. When Bingham received this request, he explained the condition on which the Baring loan had been made and warned Knox not to expect further assistance from him. In spite of this, when the time for payment drew near, Knox simply could not pay. The situation was rather difficult for Bingham, who wrote to Knox that he was “extremely anxious about this Matter, as I am very delicately Situated in relation thereto.” Knox could not know what this might mean beyond the fact that Bingham had guaranteed payment of the loan. Probably Bingham had in mind the fact that his daughter and Baring intended to marry during the following fall, and any

179 Bingham to and from Knox, April 10, 23, 1797; Knox Papers, XL. 97.
180 Bingham to Knox, May 22, 1797, ibid., 128.
181 May 29, 1797, ibid., 132.
182 Bingham to Knox, April 10, 1797, ibid., 97.
183 Knox to Bingham, June 4, 1797, ibid., 133.
184 June 10, 1797, ibid., 140.
185 Nov. 2 and Dec. 7, 1797; Knox to Bingham, Nov. 20, 1797, ibid., XLI. 20, 30, 41.
request for leniency in financial matters might look as though he intended to profit from the connection, which was actually what he wished to avoid. In ordinary times Bingham would not have worried about the payment to Baring, but the winter of 1797-98 was a trying period to anyone in his position. In December he told Knox that the “Disappointments I have met with from the convulsed & deranged State of the Times are numerous,” but the greatest seems to have been the failure of George Harrison to pay his note for $40,000 which was due in February and which Bingham had intended to use for the installment due the following June to Massachusetts.\textsuperscript{186} This was probably his only large loss, for if there had been others he would surely have mentioned them to Knox in order to make him understand that he, Bingham, was in no position to pay other people’s debts. Money could be raised through the sale of property, but only at enormous sacrifice. If that were the only means of paying Baring, Bingham felt that Knox, who had borrowed the money, should be the one to sacrifice property rather than himself, who already had assumed the heavy cash payments on their joint property, as well as Knox’s notes to the amount of $30,000 excluding the Baring loan.\textsuperscript{187} Knox was in despair. He told Bingham that he was willing to sell anything he had, but could not find a purchaser. His debts, aside from what he owed Baring, amounted to “upwards of $100,000.” The only suggestion he could make was that the Baring loan be repaid by the sale of some of his Maine lumber either in Europe or the West Indies, if Bingham or the Barings would aid him to make connections with commercial houses which might be interested. It was not a very encouraging arrangement, but Bingham agreed to do what he could.\textsuperscript{188}

There is no further mention of Baring’s loan in the Knox-Bingham correspondence after the early part of 1799. There seems to be no doubt that Knox was unable to pay. Assuming this to be true, one of two things must have occurred: either Baring permitted an extension of time, or Bingham felt obliged to fulfill his guarantee. The first is unlikely in view of the correspondence between Baring, Knox

\textsuperscript{186} Dec. 12, 1797, March 15, 1798; \textit{ibid.}, 44, 86; J. F. Fisher, \textit{op. cit.}, 228-30.
\textsuperscript{187} Dec. 11, 1797, March 26, July 3, Sept. 30, 1798, Knox Papers, XLI. 43, 92, 136, 155; Bingham accounts, \textit{ibid.}, XLIX. 34.
\textsuperscript{188} Knox to Bingham, May 15, Nov. 8, 1798; from Bingham, Jan. 24, 1799, \textit{ibid.}, XLI. 110, 170; XLII. 33.
and Bingham during 1798. Bingham, on the other hand, realized what failure to carry out his guarantee would do to his reputation in the eyes of the Barings and Hopes. His credit was still good in spite of the difficult times. He could borrow money, though at a price, and he knew that he would be able to repay it in 1799 when his partnership with Robert Gilmor expired and set free the funds hitherto tied up in that concern. The chances are that Bingham paid and added the amount to what Knox already owed him.

For some years Bingham had been untiring in his efforts to dispose of the Kennebec Tract. The cost of carrying the immense tracts which he owned was only one reason. General Cobb had noticed a marked antagonism on the part of the people toward any large proprietor of lands, and was of the opinion that Bingham's lands would be heavily taxed if Maine should be made a separate state as many believed it would be before long. He believed that envy was the cause of this attitude, which had been encouraged by the wide circulation of a map of the District (probably that by Osgood Carleton, 1795) crediting Bingham with nearly a million more acres than he had actually purchased. Bingham realized that Cobb was right, but thought that "if the State of my Land Concerns was actually Known, there would be but little Cause to excite" jealousy. 189

The last installment on the Maine purchase was paid on May 25, 1799. The deeds, however, were to be held in escrow until the question of the settling duties was disposed of. Cobb and Richards, the Barings' agent, both thought that in the light of the expensive efforts that had been made to improve the Penobscot tract, the Massachusetts legislature might agree to release them from the settling duties. 190

Surveys had been made, roads and bridges constructed, sawmills built, and houses made ready for sale to settlers. Although Bingham had felt that he was making "exorbitant" advances for the improvements, Cobb's advice was to continue 191

& to occupy interior situations on all the Rivers that communicate with the Sea, building Mills & forming Agricultural settlements at the same [time], opening communications from one to the other, & finally opening the great

189 Bingham to Knox, Jan. 24, 1799, Sept. 30, 1797, \textit{ibid.}, XLII. 33, LV. 176; Bingham to Cobb, Aug. 5, 1800, Bingham Letters (photostats), H. S. P. No. 70-72.
190 Bingham to P. Coffin, May 25, 1799, Boston Public Library, Chamberlain Collection; Bingham to Knox, May 25, July 12, 1799, Knox Papers, XLII. 86, 101.
191 Bingham to and from Cobb, Feb. 2, March 19, 1800; Bingham Letters (photostats), H. S. P., No. 28-29, 31-40.
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Road from Penobscot River to the Schoodic thro' all these different Settle-
ments. . . . As an inducement for to continue your expenditures here, you have
only to recollect that you are expending the Governments money for your own
emolument; as I am clearly of opinion that in proportion to these expences will
be the Sum that you will ultimately be obliged to pay the Government for any
deficient Settlers.

If he failed to do everything in his power to promote the settlement
of the region, Bingham would surely have heavy settling duties to
pay to the state, for as Cobb had frequently told him, his tract was
"distant from the current of emigration." The opening up of the
Mississippi and the consequent migration to the west had undoubtedly
been a factor in this. Bingham was naturally disappointed that it
should be so difficult to attract settlers to the Penobscot tract when
so much money and effort had gone into improving it. Ironically,
the Kennebec tract, on which he had spent so little in comparison,
was far more popular with the settlers. They had gradually filled up
the territory between it and the townships on the coast, and finally
had spread over into his land in the western part of the District. The
general opinion was that the settlements would have to work east
gradually and fill up the vacant lands west of the Penobscot before
Bingham could hope for many settlers in his eastern tract.

When there was some talk of Cobb being a candidate for the
Massachusetts legislature in the autumn of 1800, Bingham was in
favor of the plan. If he were elected, it would not interfere with his
work in Maine as the legislature sat only in winter, and he might
be of material assistance there by advertising the good features of
the District and by influencing the legislature to remit the settling
duties, which amounted in September, 1800, to about $40,000. Al-
though the sale of lumber under the management of Cobb and
Richards was some help, it was not nearly enough to pay the carrying
charges of the lands. Until this question of the settling duties had
been decided, one half of the deeds were being held in escrow and
Bingham wanted to get them out. Cobb was duly elected and was
reelected two years later, at which time he advised Bingham to settle
any business they might have with Massachusetts before he ceased
to be a member of the legislature, which would be in 1805.

192 June 9, 1800, ibid., Nos. 49-51.
193 Charles Vaughan to Bingham, July 23, 1800, ibid., Nos. 64-69.
194 Bingham to Cobb, June 26, Sept. 1, 1800, June 20, 1801; from Cobb, Aug. 23,
1800, June 24, 1803; ibid., Nos. 52-63, 73-76, 78-85, 110-17, 163-66.
The rapidity with which settlements were being formed and roads constructed in the region around the Kennebec tract would, Bingham hoped, persuade someone of its value as a speculation and be the means of its sale in the near future. On the advice of Cobb, a Dr. Cony, who resided near the Kennebec tract, who had been appointed by the treasurer of Massachusetts to determine the number of settlers on this tract, and who was sufficiently powerful politically in the neighborhood to make or break Bingham's tract as he chose, was made temporary agent there to oversee the surveys and road construction. The improvements Bingham contemplated were to be the barest necessities to convince a prospective purchaser of the whole tract that settlements were tending that way.\textsuperscript{195} The expenses of the surveys which were made during 1800 and the reconnoitering to locate a road advantageously amounted to about $700. This by itself was not so much, but Bingham knew that once the actual work on improvements was begun, there would be no end to what could be spent. In the five years following Baring's purchase in the other tract, they had together spent about $60,000 on improvements. The cost of similar improvements on the Kennebec tract would have to be borne entirely by Bingham, and he did not look forward to the prospect.\textsuperscript{196} When he left America in the summer of 1801 for an indefinite stay abroad, Bingham hoped to be able to persuade some foreign capitalist to take the Kennebec tract off his hands. He asked both Knox and Cobb to supply him with all the favorable information on it that they had. Knox wanted to hold the lands until a large profit could be obtained, but Bingham reminded him not only of the vast sum already spent but also of the "very large Sum due" himself from Knox. He wanted his disbursements replaced in his own lifetime rather than in the dim future.\textsuperscript{197}

In the spring of 1802 Cobb wrote Bingham that the lands west of the Penobscot were beginning to fill up and were expected soon to bring six to eight dollars an acre. If Bingham would send him the power to complete sales in the Kennebec tract, he could dispose of

\textsuperscript{195} Cobb to Bingham, March 26, Nov. 5, 1800; from Bingham, June 5, Sept. 1, 1800; \textit{ibid.}, Nos. 41-44, 45-48, 78-85, 86-89.

\textsuperscript{196} Cobb to and from Bingham, Dec. 10, 1800, June 20, 1801; \textit{ibid.}, Nos. 103-106, 110-17.

\textsuperscript{197} Bingham to Cobb, June 20, 1801, \textit{ibid.}, Nos. 110-17; to Knox, July 8, 1801, Knox Papers, XLIV. 19.
many acres there for from seventy-five cents to a dollar an acre.\footnote{April 11, 1802, Bingham Letters (photostats), H. S. P., Nos. 142-47.} A year later Cobb sent another letter full of good news.\footnote{June 24, 1803, \textit{ibid.}, Nos. 163-66.} They had built several sawmills to lease to prospective settlers with interest in the lumber of the District. These mills Cobb believed “will afford an annual income of 25 per cent on the Cost, besides giving us Complete possession of the Country, & felicitating our future settlements.” Settlements were coming steadily closer. Road building was going on apace and was tempting the settlers into the region. Some of them turned out to be “Rascals” who had to be put off later, but many were worthwhile farmers. Even the Boston capitalists, whom Bingham had tried for years to interest in the Kennebec tract, had now approached Cobb with an offer. Although Bingham agreed with Cobb that their offer of 1/6 sterling per acre was too low and would not even cover the first cost of the land, after taking into account the decline in the value of money since the date of purchase, he hoped that some arrangement could be made.\footnote{Oct. 15, 1803, \textit{ibid.}, Nos. 171-76.}

The one item of unpleasant news about his Maine lands which Bingham received while he was in Europe was that the men who had won a judgment against him in the case of the \textit{Pilgrim}\footnote{\textit{Pennsylvania Magazine of History and Biography}, LXI (Jan. 1937). 83-87.} were attempting to attach his Kennebec lands to satisfy the judgment. Bingham had anticipated such an act, and Cobb with the legal aid of Harrison Gray Otis had taken steps which he hoped would “prevent any unfairness in the appraisement of the Land.” But the appraisers, who, Cobb believed, were influenced by the Massachusetts merchants and had never even looked at the lands, put a ridiculously low value on it. Cobb advised Charles Willing Hare, who was looking after some of Bingham’s affairs in his absence, that these lands would have to be redeemed by the end of the year if trouble were to be avoided.\footnote{Cobb to C. W. Hare, Aug. 2, 1803, Gratz Collection, H. S. P.; to Bingham, June 24, 1803, Bingham Letters (photostats), H. S. P., Nos. 163-66.} When Bingham was informed of what had occurred, he agreed with Cobb that the lands must be redeemed, no matter what “Sacrifices I may be compelled to make.”\footnote{Oct. 15, 1803, \textit{ibid.}, Nos. 171-76.}

Bingham’s plans for the future of his lands were cut short by his death less than four months later at Bath, England. This was fol-
ollowed by the circulation of a report that his Maine lands were not all paid for and would revert to the Commonwealth of Massachusetts. The fact that certain of the deeds were still in escrow at the time of his death, pending adjustment of the settling duties, probably was the basis of the rumor, which seems to have been spread by certain politicians who had their eyes on his Maine lands. The lands were not forfeited, however, and two years later Cobb and Knox advised the executors of Bingham’s estate to sell the Kennebec tract if “50 cents pr acre can be obtained for the whole as purchased of the State.” 204 But it was not sold then. In 1828 certain timber lands within it were auctioned off, bringing from seventy-five cents to ten dollars an acre. Later, Col. Black, Cobb’s son-in-law and successor as agent, sold enough other land to settlers to cover the original cost of the lands plus interest and to replace all money spent for taxes and agencies. 205

There was one other land speculation in which Bingham was interested. In relation to his Pennsylvania and Maine tracts, the acreage he possessed in New York was so small as to be almost negligible, but it has become an immensely valuable spot. There is available very little of his correspondence concerning this tract, but certain facts are known. Together with James Wilson and Robert Lettis Hooper in June, 1786, he purchased from the state of New York 32,620 acres of land along the East Branch of the Susquehanna River in what is now Broome County, New York. For this they paid approximately twelve and a half cents an acre. 206 Four years later they decided to divide the land. A deed dated February 11, 1790, gave Bingham most of the eastern half, amounting to something over 15,000 acres and including the junction of the Susquehanna and Chenango rivers. 207 Although by this time there were squatters on the land, James Wilson was reported to be asking four dollars an acre in his section, “& there is no doubt that he will sell at this price.” 208 To sell at thirty-two times the cost within five years of purchasing the land was a profit no one could complain of. But four years later the price was no

204 Cobb to C. W. Hare, March 2, 1806, Gratz Collection, H. S. P.
206 New York State Calendar of Land Papers (Albany, 1864), 681, 711.
208 John Lincklaen, Travels in the Years 1791 and 1792 in Pennsylvania, New York, and Vermont (New York, 1897), 54-55, Aug. 20, 1791.
higher, and Bingham told Knox, who was then in New York, that he was anxious to dispose of about 16000 Acres of Land, Skirting the Susquehannah on both Sides, for a considerable Distance & including the Mouth of the Chenango. The Quality of these Lands is exceedingly fine, & they are well Situated. Will you be so obliging as to make an Enquiry & inform me what Price I could probably obtain. They are Surrounded by Settlements & I think would readily Sell for a high Price—I have estimated them at four Dollars pr acre on Short Payments.

About this time a certain Joshua Whitney, who had migrated from Connecticut into southern New York as a settler a few years before and had purchased several small tracts of land, approached Bingham with an offer to act as his agent in New York. In 1798 they came to an agreement, but Whitney died of yellow fever on the way home from Philadelphia. A year and a half later Bingham put Whitney’s son Joshua in complete charge. They both believed that the point of land formed by the confluence of the rivers Susquehanna and Chenango should be the site of a town. It was then occupied by squatters, whom Whitney seems to have had no trouble in persuading to go. Bingham donated land for the court house and other public buildings. Whitney immediately began clearing the region, constructing roads, and advertising the place as the city of the region. The agreement between Bingham and Whitney provided that the latter should be given one full square in the town, should be permitted to buy at a low price two other squares and the 215-acre farm just north of the town on the Chenango River side, and should receive a commission of four per cent. on all sales of land in Bingham’s tract. In return for this, Whitney and his family were to remove immediately to the new town, and he was to make every effort to “increase the Settlements in the Said town, by encouraging mechanics, manufacturers & other Artisans to remove there.” Bingham naturally hoped to secure the highest prices possible, but instructed Whitney to “give a preference to quiet industrious Farmers who will give reputation to the neighborhood.” A few months later, Bingham sent his approval of the plan to establish a library and promised to “either subscribe to the Library or make it a present of a number of valuable books.”

209 May 5, 1795, Knox Papers, XXXVII. 87.
210 New York State Calendar of Land Papers, 848, 877, 885, 907, 910.
During the summer of 1800 the town lots sold for from ten to fifteen dollars, and the price continued to rise in a regular and satisfying fashion. Bingham himself favored selling the lands outright to the settlers rather than leasing them for long terms, in spite of the fact that their value was likely to increase rapidly as the result of a bill which had just passed the New York legislature providing for a post road which would pass through the new town. As in his other land speculations, he hoped to see his profits within his own lifetime, but was thwarted by his untimely death in 1804.

Of all his enormous land holdings, with the exception of the little known town of Bingham in Maine, the only part in which Bingham's memory has been preserved in any conspicuous fashion is this town at the junction of the Susquehanna and Chenango rivers. It was named Binghamton in his honor and as such has become the metropolis of the southern tier of counties in New York state.

Bingham had signed his will five days before his death. In it he provided that all his real estate, personal estate, or "other property of whatever nature" should be held in trust for his children by Alexander and Henry Baring, Robert Gilmor, Thomas Mayne Willing and Charles Willing Hare. The estate was to be divided into five parts: two parts in trust for William Jr., and three parts for Ann and Maria. The income of the son's share was to be used for his education and maintenance, the surplus to be invested "in American stocks or funds" until he was twenty-one, when the invested surplus was to be paid to him. The daughters were to receive the income from their share for life, and on their deaths it was to be divided among their children. The trustees were given the power to sell any of the real estate and invest the proceeds in American stocks. The continuation of the trust over an indefinite period was provided for by the election of new trustees when a vacancy occurred. The trust is still in existence in Philadelphia, operating under the name of the Estate of William Bingham.

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212 Ibid., 29.
213 Binghamton Press, Sept. 28, 1934, et seq., celebration of the centennial of the city's incorporation.
214 Philadelphia County Wills, No. 1,365.