Thomas Riche's "Adventure" in French Guiana, 1764-1766

Istorians generally point to the decade of the 1780's as a time of expanding horizons for American commerce, when the merchants of the new United States took advantage of the freedom from British regulations to establish contact with China, India, continental Europe, and South America. Even before the War for Independence, though, some American businessmen were beginning to view with interest markets outside that traditional network of commercial relations which embraced the mainland colonies, the West Indies, southern Europe, and Great Britain. One Philadelphia merchant attempted to expand his business in the mid-1760's by participating in a contract with the French government to supply the colony of Guiana in South America.

Thomas Riche is less famous than some of his contemporaries in the Philadelphia business community, men like the Whartons, George Morgan, Thomas Willing, and Israel Pemberton. Perhaps he is not so well known because he did not enter as actively into the political arena as many other merchants did. However, he did take more than a passing interest in some of the controversies of his day.

1 In brief, the British government prescribed the following regulations on American trade: (1) All colonial trade had to be carried in English ships, defined to include English colonial ships. (2) Certain staple commodities, such as sugar and tobacco, could be exported only to Britain, regardless of the ultimate market. (3) Manufactured goods produced in continental Europe had to be shipped first to Britain before being re-exported to America. (4) A duty on the importation of molasses from the foreign (i.e., French and Spanish) West Indies was designed to discourage such trade (and to encourage the mainland colonies to deal with the British islands). See Lawrence A. Harper, The English Navigation Laws: A Seventeenth Century Experiment in Social Engineering (New York, 1939), and George L. Beer, British Colonial Policy, 1754-1765 (New York, 1907). For contrasting views of the impact of British trade regulations upon American business, see O. M. Dickerson, The Navigation Acts and the American Revolution (Philadelphia, 1951), and Lawrence A. Harper, "The Effect of the Navigation Acts on the Thirteen Colonies," in Richard B. Morris, ed., The Era of the American Revolution: Studies Inscribed to Evarts Boutell Greene (New York, 1939).

In 1761, for example, he was among the group of merchants who signed a petition to the provincial Assembly protesting the efforts of the Quakers to place a prohibitory tax on the importation of slaves into Pennsylvania. Later, he joined with most of the members of the Philadelphia business community in the nonimportation agreement of 1765 in opposition to the Stamp Act.²

Like other businessmen of eighteenth-century America, Riche was an unspecialized merchant. He imported goods and commodities, and exported Pennsylvania produce. He sold his goods at retail and at wholesale. In common with other merchants, Riche also performed banking functions, in the form of extending credit to customers, and he owned his own ships, although the number of his ships is not known. Riche's advertisements indicate the diversity of the wares he offered his customers: "Rum and sugar by the Hogshead; old French Brandy and Madeira Wine by the Pipe, Hogshead and Quarter Cask, good French Indigo, a few Barrels of good Beef and Pork, a new Iron Grate neatly polished." Another notice listed "Rum, molasses, loaf and muscovado Sugar; Madeira and Lisbon wine, claret, bohea tea, best Bristol beer, Jamaica spirit, shrub, best brandy, etc."3 The exact location of Riche's establishment has not been determined, since his advertisements simply referred to his store in Water Street.

Because of slow communications, it was necessary for a merchant to have at each foreign port where he traded a trustworthy correspondent to whom he delegated considerable power to act on his behalf. Neate & Pigou handled Riche's London business, and received the proceeds of the Philadelphian's trading ventures to England and the Continent. After 1764, Riche shifted the bulk of his business in London to Richard and John Samuel. He also maintained connections with Thomas Pennington of Bristol, George Clifford of Amsterdam, and Parr & Bulckley of Lisbon. In the wine trade, he dealt largely with William and Francis Street of Fayal in the Azores, and with John and James Searles of Madeira.⁴

² J. Thomas Scharf and Thompson Westcott, *A History of Philadelphia*, 1609–1884 (Philadelphia, 1884), I, 256, 272–273.

³ Pennsylvania Journal, Mar. 10, 1763, and Mar. 1, 1764.

⁴ Letter Books of Thomas Riche, 1754-1775, passim, The Historical Society of Pennsylvania (HSP).

In the colonies, one of Riche's closest connections was with Jacob Van Zandt of New York. Not only did these two merchants collect each other's debts, but they also accepted goods from each other to sell on a commission basis, particularly when one city suffered a shortage and the other a surplus of certain items. Riche carried on a considerable business in naval stores and provisions with Samuel Cornell of New Bern, North Carolina; in the South Carolina rice trade, his main contact was with Shirley & Martin of Charleston. He had many correspondents in the West Indies, the most important being the firm of Hurley & Gurley of St. Eustatius, later Gurley & Riche (John, Thomas' brother).

Riche's efforts to launch a trade with French Guiana resulted from the unsettled economic conditions in the 1760's and his own tendency to try new things to overcome adverse circumstances. The Philadelphia business community was experiencing a depression which reflected the general downswing of economic activity in the western world following the Seven Years' (or French and Indian) War. As early as 1760, with the shift of the main theater of war from North America to the West Indies, Pennsylvania merchants felt the decline of government expenditures for military purposes. Creating further difficulties for colonial traders was the tighter enforcement of British regulations in the late stages of the war and in the postwar years. 5 In the fall of 1763, one Philadelphia commentator observed that "the number of Vessells in this harbour, at this time, exceeds any that was Knowne here, & people not knowing what to do with them." As a result of these conditions, Riche claimed in October, 1764, that he had lost more than £5,000 in eighteen months of operations.7

To meet this situation, Riche was eager to seek out new profit-making or cost-reducing opportunities. In the hope of improving business efficiency, he wrote to Van Zandt in the spring of 1764 for a drawing of a crane used in ship-loading operations in New York,

⁵ Harry D. Berg, "Economic Consequences of the French and Indian War for the Philadelphia Merchants," *Pennsylvania History*, XIII (1946), 187-188.

⁶ Benjamin Marshall to James Tapscott, Nov. 12, 1763, "Extracts from the Letter Book of Benjamin Marshall," The Pennsylvania Magazine of History and Biography, XX (1896), 205.

⁷ Thomas Riche to John Riche, Oct. 25, 1764, Letter Book of Thomas Riche. Unless otherwise indicated, all letters cited are copies of Thomas Riche's outgoing correspondence.

noting that "poverty is the mother of invention." More important, however, was his effort to find new markets.

In the spring of 1763 Riche accepted an opportunity to participate in contraband trade with Brazil, in partnership with the Streets of Fayal. Goods expected from the Portuguese colony included precious metals, hides, and sugar. The latter commodity was to be shipped in wine pipes to escape detection. This trade evidently did not turn out to be as profitable as expected, for within six months Riche urged the Streets to liquidate his share of the venture. Finally, a year and a half after the plan was conceived, he disposed of his part of the ship used in the Brazilian trade for thirty-five pipes of wine. The most important reason for Riche's termination of the venture seems to have been the lack of large, quick profits, coupled with the longer than normal time during which his capital was tied up. Also, the trade was extremely risky, since either the Portuguese government or pirates operating in the area might seize both vessels and cargo.9

In the venture to supply French Guiana, Thomas Riche was actually a subcontractor. The original contract with French officials in the colony was concluded on June 1, 1764, by John Remsen, a New York merchant who carried good recommendations from John Riche. According to the agreement signed by Thomas Riche and Remsen on January 5, 1765, Remsen was to travel to Cayenne to supervise the delivery of the goods to be shipped. For this service, Remsen would receive one third of the net profits of the cargoes sent to the French province under the terms of the contract. Two Newport, Rhode Island, firms, which received parts of the contract that Riche was unable to fill, agreed to pay a commission of twelve and a half per cent of the value of goods forwarded. Of this sum paid for factorage, Riche was to take two thirds and Remsen one third.

To organize his part of the South American venture, Riche had to attend to many matters. Even before the formal signing of the con-

⁸ Riche to Jacob Van Zandt, May 19, 1764.

⁹ Riche to W. Street, Sept. 7, 1763; to Capt. G. Ronnolds, Sept. 28, 1763; to W. and F. Street, Sept. 29 and Nov. 15, 1763, Mar. 31 and Apr. 1, 1764, Feb. 19 and Mar. 28, 1765.

¹⁰ Riche to John Riche, Apr. 15, 1765. According to Virginia D. Harrington, *The New York Merchant on the Eve of the Revolution* (New York, 1935), 196, Remsen was the only New York merchant established at St. Eustatius, where John Riche was also engaged in trade.

^{11 &}quot;Articles of Agreement made and concluded fifth day of January, 1765, Between Thomas Riche of the City of Philadelphia . . . and John Remsen of the City of New York . . . ," Society Collection, HSP, hereinafter cited as Cayenne Contract.

tract with Remsen, he wrote to Samuel Cornell, his North Carolina correspondent, to arrange for a cargo of provisions and naval stores. Riche planned to send a ship to New Bern for the following items: three hundred barrels of beef, one hundred barrels of corn, twenty barrels of tar, ten barrels of pitch, and five barrels of turpentine. What space remained was to be filled with peas in "Baggs and Barrels," with an assortment of chickens, ducks, turkeys, and geese loaded on the decks. Riche ordered the naval stores, officially on the list of enumerated commodities, to be cleared out for Barbados, since the amount of profit was large enough to forfeit the bond which an exporter of such items had to post. 12 From another correspondent, Riche sought a supply of African slaves, of assorted age and sex, at the delivered price of £25 sterling per head.13 Since merchants usually tried to reduce the risks involved in such trade by inducing other businessmen to take a share, Riche asked his New York friend Jacob Van Zandt to assume a one-third interest in the venture.¹⁴

According to the plans made by Riche and Remsen, the ship Sally was to proceed directly to Cayenne with Remsen on board. The cargo, purchased for £2,272 in Philadelphia, was to sell for more than £40,000 in the French colony. The brig Chance would pick up £697 worth of supplies at New Bern before going to Guiana. The Newport suppliers were to operate more or less independently. 15

The first hitch in their plans was Remsen's delayed arrival in Philadelphia. The Sally was loaded and ready to leave by the first week in December, but Remsen did not show up until January. By that time the Delaware was frozen over. Moreover, there was uncertainty as to the cargoes of the Newport merchants. In January, Riche asked R. J. Remsen, John Remsen's brother, to go to Newport to ascertain what these contractors were shipping, the "time being long—for their completing the agreement without stipulating the goods or quantity." Riche, complaining of the delays, maintained

¹² Riche to Samuel Cornell, Nov. 22, 1764.

¹³ Riche to William Stoddart, Nov. 22, 1764. The age and sex composition desired was three eighths men, 18-30; two eighths boys, 8-18; two eighths women, 18-30; and one eighth girls, 8-18.

¹⁴ Riche to Jacob Van Zandt, Nov. 13, 1764. It is not recorded whether Van Zandt accepted this opportunity.

¹⁵ Riche to John Davidson, Dec. 26, 1764; to J. Sheppard, Nov. 23, 1764; to Governor and Intendant of Cayenne, Dec. 28, 1764; Cayenne Contract.

that the investment involved in the contract had "stripped" him of most of his capital. In May, he felt compelled to draw on his London correspondents for cash, explaining that he was expecting soon some bills from the French government. In the meantime, he had heard that a new administration had taken office in Guiana, which he believed would "turn all things up side down" by creating difficulties in carrying out the terms of a contract that had been negotiated with other officials.¹⁶

A major catastrophe, though, was the capture and condemnation of the brig *Chance* just outside of the harbor of Cayenne. Contrary to Riche's instructions, Cornell had failed to bond the naval stores shipped from New Bern. When the British naval officers boarded the *Chance*, they seized the papers of the captain, among which was a letter from Remsen to the intendant of the French colony. "I never met with such a disappointment before although [I] have met with greater losses in war time," lamented Riche.¹⁷

Riche was now very apprehensive of the success of the contract. He had planned to send another vessel to Cayenne in April, but canceled the voyage. He wrote that the "many reports . . . of a change of government has put me in the utmost confusion." In addition to other difficulties, the French officials had refused to permit the Sally to unload a few articles not specifically included in the contract.¹⁸

Riche realized, however, that he could not retrieve the capital he had thus far sunk in the trade if he broke the contract at this time. When the Remsens encouraged him to continue the venture, he replied that "your contract is the only thing I have or shall do." He was "determined to complete all in [his] power" to fulfill the terms of the agreement. He therefore loaded the chartered sloop Falmouth with a cargo valued at £1,250, to be sold for £17,243 in Guiana, but he informed the Remsens in no uncertain terms that he thought the current contract "a very bad one." 19

¹⁶ Riche to J. Van Zandt, Dec. 19, 1764; to R. J. Remsen, Jan. 9 and Jan. 23, 1765; to R. Samuel, Feb. 19, 1765; to Parr & Bulckley, Apr. 8, 1765; to R. & J. Samuel, May 10, 1765; to J. Riche, Apr. 15, 1765.

¹⁷ Riche to Samuel Cornell, Apr. 27 and June 6, 1765; to R. J. Remsen, June 10, 1765.

¹⁸ Riche to J. Remsen, June 1, 1765; to J. Davidson, June 5, 1765.

¹⁹ Riche to J. and R. J. Remsen, June 10, June 29, July 31, 1765; to Capt. Banks, June 29, 1765; to Gurley & Riche, June 29, 1765; Cayenne Contract.

Meanwhile, Riche had to stall off his creditors. He told his London correspondents in July that he had heard "an account of the arrival of a vessell in Newport in which some of the Cayenne bills come and I daily expect them here." Finally, in early August, he received from Guiana bills of exchange amounting to £22,128, which he forwarded to Britain.²⁰

This so encouraged Riche that he sent the schooner Sally, which he had purchased at public auction, to Cayenne in September with a cargo worth £1,637.21 A few weeks later, however, he received word that British warships were stationed off the Guiana coast, with orders to seize for condemnation all vessels trading with the French colony. He therefore wrote to R. J. Remsen that he was "not fitting out another vessel" for this trade. Despite this statement, Riche went to New York during the first week of October to purchase some slaves to be sent to Cayenne under the terms of the agreement. But he added in a letter to Remsen: "I heartily wish I was done with the contract."22

Thus far, Riche's problems in supplying the French Guiana contract were twofold. First, he had to bear the risk of seizure of his ships by the British navy. The brig *Chance* had already been captured and condemned, although three other vessels had arrived safely at Cayenne. Second, the French officials in Guiana were rejecting certain items in his shipments. For example, the schooner *Sally* carried pork, beef, fish, and corn, all of which were refused because the colony was then well stocked with these commodities.²³

Riche now became aware of the possibility that he might not receive payment for supplies which had already been delivered and accepted. At the end of October, he heard rumors that the bills had been rejected by the French Treasury.²⁴ His reaction was understandable. If the reports were true, he wrote, "the French king and all his ministers are dam deceitful—worthless fellows." To protest the bills, which were paid for goods received under the terms of a "sol-

²⁰ Riche to R. & J. Samuel, July 20 and Aug. 8, 1765.

²¹ Apparently, Peter Gurley of St. Eustatius turned down Riche's offer of a joint concern in this venture. Riche to Peter Gurley, Aug. 23, 1765; to Capt. D. Irwin, Sept. 3, 1765; to R. J. Remsen, Sept. 3, 1765; Cayenne Contract.

²² Riche to R. J. Remsen, Sept. 21, 1765; to J. Remsen, Oct. 2, 1765.

²³ Riche to John and R. J. Remsen, Feb. 1, 1766.

²⁴ Riche to R. J. Remsen, Oct. 26, 1765.

emn contract," seemed "almost impossible."²⁵ When he received confirmation that the bills had indeed been protested, he ordered Richard and John Samuel, his London correspondents, to make inquiry and to advise him on steps to take to recover his money.²⁶

Shortly afterward, Riche's hopes were raised slightly as the result of a conversation with a Frenchman who seemed "well acquainted with the Court [of] France." According to the Frenchman's information, the Royal Treasury in such cases issued paper money at a discount. If goods were purchased in France, however, the paper would be accepted at face value. Accordingly, Riche asked the Samuels to negotiate with the French government and to see whether there were any goods in France which would suit the London or Lisbon market.²⁷ But to Remsen he expressed the opinion that the best he could expect would be £70 for every £100 of bills.²⁸ To add to his problems, Riche received word from the captain of the schooner Sally that French officials in Cayenne would draw no bills for supplies received until a new general arrived in the colony. In commenting on this development and on the stopping of payment on bills already received, Riche exclaimed that he was "much Surprized at this behaviour."²⁹

His next step was to secure the services of Joseph Galloway to draw up a memorial for Benjamin Franklin, the colony's agent in London, to present to representatives of the French government. He hoped the memorial would help recover the value of the bills already received and of the schooner Sally's cargo. Should the French government claim failure to fulfill the terms of the contract as grounds for not paying, Riche was ready to point out that France broke the agreement first by not honoring the bills. Galloway needed a copy of the original contract with the French officials in order to write the petition. Since this was in the possession of Remsen, Riche requested the contractor to come to Philadelphia. He also wanted Remsen to go to Guiana on a vessel which was then loading, in the hope that the whole controversy could be settled in Cayenne by personal agree-

²⁵ Riche to R. & J. Samuel, Nov. 29, 1765.

²⁶ Riche to R. & J. Samuel, Dec. 17, 1765.

²⁷ Riche to R. & J. Samuel, Jan. 2, 1766.

²⁸ Riche to J. Remsen, Jan. 9, 1766.

²⁹ Riche to J. and R. J. Remsen, Feb. 1, 1766.

³⁰ Riche to J. Remsen, Feb. 9, 1766.

ment between the original negotiators. Riche had learned that the general with whom the contract had been made had recently returned to Guiana.³¹

When, in late April, John Remsen died on the eve of his departure for Cayenne, Riche commented that "nothing but Losses and trouble has attended this Contract." However, Godfrey and John Malbone, the Newport merchants who had also been shipping goods under the contract, wrote that they understood that payment on the bills had not yet been refused, "but only postponed," because not all of them had as yet been presented to the French Treasury. At any rate, Riche went ahead with his plan to appeal the treatment he had received. Therefore, in July, he sent a petition to the general and the intendant of French Guiana, setting forth his grievances, particularly the failure to honor the bills issued.

The Samuels in London secured the services of Bize and Grellet to follow up the affair at the Paris end, but their efforts to settle the matter were no more successful than previous attempts. In September, 1769, Bize wrote to Riche that the appropriate minister in the French government had "absolutely refused to pay any part of" the bills until they were "properly indorsed or made over by the person who now appears to be the proprietor." Thus, the rightful owner of the bills, according to the French minister, was Remsen, who had improperly endorsed them. Bize advised Riche to secure a power of attorney from Remsen. This, of course, was impossible, since Remsen was dead. Another possibility was to obtain new bills at Cayenne drawn in Riche's name. In any event, Bize wrote, Riche could expect payment at no more than a fifty-seven per cent discount, the rate established by royal edict.³⁵

Riche persisted in his efforts to claim what he believed to be rightfully his. In 1773, he sent a power of attorney to Bize, to be forwarded to Paris. Although Bize expected the matter to be settled after he had complied with the requirement that the document be translated into French and certified by the ambassador of France, he

³¹ Riche to J. Remsen, Feb. 13 and Feb. 25, 1766; to R. & J. Samuel, Mar. 24, 1766.

³² Riche to R. & J. Samuel, May 1, 1766.

³³ Godfrey and John Malbone to Riche, June 16, 1766, Society Collection, HSP.

³⁴ Petition of Thomas Riche to "the Honourable the General and Intendant of the French colony of Cayenne and Guiana and the territories thereunto Belonging," July 1, 1766, ibid.

³⁵ Bize & Grellet to Riche, Sept. 8, 1769, ibid.

had to admit that he was mistaken. "After corresponding backwards and forwards about it" with a friend at Paris, he finally learned again that the bills were protested because they were improperly endorsed. Bize's agents even attempted bribery of government clerks without success.³⁶

The last communication in the affair was written in 1779, in which Riche was informed that he would not likely "ever See a farthing" of the amount owed. Bize wrote that a M. Rougemont of Paris had told him several years before that the bills "had been paid, long agoe, on orriginals duely indorsed by M. Ramson." "To this," he continued, "I had not any answer to give and therefore dropt all correspondance on that account." "37

On this note, the story of Thomas Riche's venture to supply French Guiana ended. He had assumed great risks to gain large returns. A partial account of his dealings under the contract show that he had calculated a return of £35,911 on £4,826 invested in goods and commodities, for a gross profit of more than six hundred per cent.³⁸ Instead, he suffered extensive losses.

The basic reason for Riche's ultimate failure to collect is difficult to determine. On the one hand, it is possible that John Remsen had defrauded his partner. Since bills of exchange were usually issued in multiple sets, with a clause voiding all other copies when one had been accepted for payment, Remsen could possibly have sent one set to France while improperly endorsing the bills given to Riche to delay detection. On the other hand, the French government had taken fifteen years to find out that it supposedly had made payment on the bills, which suggests at least a disinclination to deal promptly and fairly with foreign suppliers.³⁹

³⁶ Em Phill Bize to Riche, Oct. 16, 1773, ibid.

³⁷ Bize to Riche, Sept. 1, 1779, ibid.

³⁸ Cayenne Contract. Following normal eighteenth-century bookkeeping practices, Riche calculated only a gross profit on goods and commodities sold (or expected to be sold), without allowing for overhead items such as costs of operation of his ships.

³⁹ Other American merchants had difficulties with the government of France. For example, in the 1780's Jonathan Jackson of Boston negotiated unsuccessfully for the return of some \$20,000 of his firm's assets which were seized after the death of an agent in Haiti. Royal officials held that the exemption of American citizens from the law providing for seizure of the estates of deceased aliens, secured in the Franco-American commercial treaty of 1778, applied only to continental France. K. W. Porter, *The Jacksons and the Lees: Two Generations of Massachusetts Merchants*, 1765–1844 (Cambridge, Mass., 1937), I, 370–380.

The broad significance of this episode lies perhaps in its illustration of an unsuccessful innovation in trading patterns. The major difficulties which Riche had to overcome were a lack of experience in treating with a foreign government whose method of dealing with suppliers was not known, his dependence upon men with whom he was relatively unacquainted (the Remsens) to carry out major responsibilities, and the problem of maintaining adequate control over distant operations with slow and uncertain communication. On the basis of his correspondence, Riche seems to have seriously underestimated the importance of these problems. His "adventure" in French Guiana was a resounding failure.

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