

AZEL AMES

THE MAYFLOWER AND
HER LOG; JULY 15,
1620-MAY 6, 1621.
VOLUME 2

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**The Mayflower and Her Log; July
15, 1620-May 6, 1621. Volume 2**

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CHAPTER III

THE MAY-FLOWER'S CHARTER AND THE ADVENTURERS

The ship MAY-FLOWER was evidently chartered about the middle of June, 1620 at London, by Masters Thomas West Robert Cushman acting together in behalf of the Merchant Adventurers (chiefly of London) and the English congregation of "Separatists" (the "Pilgrims"), at Leyden in Holland who, with certain of England associated, proposed to colony in America.

Professor Arber, when he says, in speaking of Cushman and Weston, "the hiring of the MAY-FLOWER, when they did do it, was their act alone, and the Leyden church nothing to do with it," seems to forget that Cushman and his associate Carver had no other function or authority in their conjunction with Weston and Martin, except to represent the Leyden congregation. Furthermore, it was the avowed wish of Robinson (see his letter dated June 14, 1620, to John Carver), that Weston "may [should] presently succeed in hiring" [a ship], which was equivalent to hoping that Carver and Cushman—Weston's associates representing Leyden—would aid in so doing. Moreover, Bradford expressly states that: "Articles of Agreement, drawn by themselves were, by their [the Leyden congregation's] said messenger [Carver] sent into England, who together with Robert Cushman were to receive moneys and make provisions, both for shipping, and other things for the voyage."

Up to Saturday, June 10, nothing had been effected in the way of providing shipping for the migrating planters though the undertaking had been four months afoot—beyond the purchase and refitting, in Holland, by the Leyden people themselves, of a pinnacle of sixty tons (the SPEEDWELL) intended as consort to a larger ship—and the hiring of a "pilott" to refit her, as we have seen.

The Leyden leaders had apparently favored purchasing also the larger vessel still needed for the voyage, hoping, perhaps, to interest therein at least one of their friends, Master Edward Pickering, a merchant of Holland, himself one of the Adventurers, while Master Weston had, as appears, inclined to hire. From this disagreement and other causes, perhaps certain sinister reasons, Weston had become disaffected, the enterprise drooped, the outlook was dubious, and several formerly interested drew back, until shipping should be provided and the good faith of the enterprise be thus assured.

It transpires from Robinson's letter dated June 14., before quoted (in which he says: "For shipping, Master Weston, it should seem is set upon hiring"), that Robinson's own idea was to purchase, and he seems to have dominated the rest. There is perhaps a hint of his reason for this in the following clause of the same letter, where he writes: "I do not think Master Pickering [the friend previously named] will ingage, except in the course of buying ['ships?'—Arber interpolates] as in former letters specified." If he had not then "ingaged" (as Robinson intimates), as an Adventurer, he surely did later, contrary to the pastor's prediction, and the above may have been a bit of special pleading. Robinson naturally wished to keep their, affairs, so far as possible, in known and supposedly friendly hands, and had possibly some assurances that, as a merchant, Pickering would be willing to invest in a ship for which he could get a good charter for an American voyage. He proved rather an unstable friend.

Robinson is emphatic, in the letter cited, as to the imperative necessity that shipping should be immediately provided if the enterprise was to be held together and the funds subscribed were to be

secured. He evidently considered this the only guaranty of good faith and of an honest intention to immediately transport the colony over sea, that would be accepted. After saying, as already noted, that those behind-hand with their payments refuse to pay in "till they see shipping provided or a course taken for it," he adds, referring to Master Weston: "That he should not have had either shipping ready before this time, or at least certain [i.e. definite] means and course, and the same known to us, for it; or have taken other order otherwise; cannot in [according to] my conscience be excused."

Bradford also states that one Master Thomas Weston a merchant of London, came to Leyden about the same time [apparently while negotiations for emigration under their auspices were pending with the Dutch, in February or March, 1620], who was "well acquainted with some of them and a furtherer of them in their former proceedings.... and persuaded them.... not to meddle with the Dutch," etc. This Robinson confirms in his letter to Carver before referred to, saying: "You know right well we depend on Master Weston alone,.... and when we had in hand another course with the Dutchman, broke it off at his motion."

On the morning of the 10th of June, 1620, Robert Cushman, one of the Leyden agents at London, after writing to his associate, Master John Carver, then at Southampton; and to the Leyden leaders—in reply to certain censorious letters received by him from both these sources— although disheartened by the difficulties and prospects before him, sought Master Weston, and by an urgent appeal so effectively wrought upon him, that, two hours later, coming to Cushman, he promised "he would not yet give it [the undertaking] up." Cushman's patience and endurance were evidently nearly "at the breaking point," for he says in his letter of Sunday, June 11, when success had begun to crown his last grand effort: "And, indeed, the many discouragements I find here [in London] together with the demurs and retirings there [at Leyden] had made me to say, 'I would give up my accounts to John Carver and at his coming from Southampton acquaint him fully with all courses [proceedings] and so leave it quite, with only the poor clothes on my back: But gathering up myself by further consideration, I resolved yet to make one trial more," etc. It was this "one trial more" which meant so much to the Pilgrims; to the cause of Religion; to America; and to Humanity. It will rank with the last heroic and successful efforts of Robert the Bruce and others, which have become historic. The effect of Cushman's appeal upon Weston cannot be doubted. It not only apparently influenced him at the time, but, after reflection and the lapse of hours, it brought him to his associate to promise further loyalty, and, what was much better, to act. The real animus of Weston's backwardness, it is quite probable, lay in the designs of Gorges, which were probably not yet fully matured, or, if so, involved delay as an essential part. "And so," Cushman states, "advising together, we resolved to hire a ship." They evidently found one that afternoon, "of sixty last" (120 tons) which was called "a fine ship," and which they "took liking of [Old English for trial (Dryden), equivalent to refusal] till Monday." The same afternoon they "hired another pilot . . . one Master Clarke."—of whom further.

It seems certain that by the expression, "we have hired another pilot here, one Master Clarke," etc.; that Cushman was reckoning the "pilott" Reynolds whom he had hired and sent over to them in Holland, as shown—as at the first, and now Clarke as "another." It nowhere appears that up to this date, any other than these two had been hired, nor had there been until then, any occasion for more than one.

If Cushman had been engaged in such important negotiations as these before he wrote his letters to Carver and the Leyden friends, on Saturday morning, he would certainly have mentioned them. As he named neither, it is clear that they had not then occurred. It is equally certain that Cushman's appeal to Weston was not made, and his renewed activity aroused, until after these letters had been dispatched and nothing of the kind could have been done without Weston.

His letter-writing of June 10 was obviously in the morning, as proven by the great day's work Cushman performed subsequently. He must have written his letters early and have taken them to such place as his messenger had suggested (Who his messenger was does not appear, but it was not John Turner, as suggested by Arber, for he did not arrive till that night.) Cushman must then have looked

up Weston and had an hour or more of earnest argument with him, for he says: "at the last [as if some time was occupied] he gathered himself up a little more" [i.e. yielded somewhat.] Then came an interval of "two hours," at the end of which Weston came to him,

[It would be highly interesting to know whether, in the two hours which intervened between Cushman's call on Weston and the latter's return call, Weston consulted Gorges and got his instructions. It is certain that he came prepared to act, and that vigorously, which he had not previously been.]

and they "advised together,"—which took time. It was by this evidently somewhat past noon, a four or five hours having been consumed. They then went to look for a ship and found one, which, from Cushman's remark, "but a fine ship it is," they must (at least superficially) have examined. While hunting for the ship they seem to have come across, and to have hired, John Clarke the "pilot," with whom they necessarily, as with the ship's people, spent some time. It is not improbable that the approach of dusk cut short their examination of the ship, which they hence "took liking of [refusal of] till Monday." It is therefore evident that the "refusal" of the "sixty last" ship was taken, and the "pilot" Clarke was "hired," on Saturday afternoon, June 10, as on Sunday, June 11, Cushman informed the Leyden leaders of these facts by letter, as above indicated, and gave instructions as to the SPEEDWELL'S "pilott," Master Reynolds.

We are therefore able to fix, nearly to an hour, the "turning of the tide" in the affairs of the Pilgrim movement to America.

It is also altogether probable that the Pilgrims and humanity at large are still further (indirectly) indebted to Cushman's "one more trial" and resultant Saturday afternoon's work, for the MAY-FLOWER (though not found that day), and her able commander Jones, who, whatever his faults, safely brought the Pilgrims through stormy seas to their "promised land."

Obligations of considerable and rapidly cumulative cost had now been incurred, making it imperative to go forward to embarkation with all speed, and primarily, to secure the requisite larger ship. Evidently Weston and Cushman believed they had found one that would serve, when on Saturday, they "took liking," as we have seen, of the "fine ship" of 120 tons, "till Monday." No less able authorities than Charles Deane, Goodwin, and Brown, with others, have mistakenly concluded that this ship was the MAY-FLOWER, and have so stated in terms. As editor of Bradford's history "Of Plimoth Plantation," Mr. Deane (in a footnote to the letter of Cushman written Sunday, June 11), after quoting the remark, "But it is a fine ship," mistakenly adds, "The renowned MAYFLOWER.—Ed.," thus committing himself to the common error in this regard. John Brown, in his "Pilgrim Fathers of New England," confuses the vessels, stating that, "when all was ready for the start, a pilot came over to conduct the emigrants to England, bringing also a letter from Cushman announcing that the MAYFLOWER, a vessel of one hundred and eighty tons, Thomas Jones, Master, would start from London to Southampton in a week or two," etc. As we have seen, these statements are out of their relation. No pilot went for that purpose and none carried such a letter (certainly none from Cushman), as alleged. Cushman's letter, sent as we know by John Turner, announced the finding of an entirely different vessel, which was neither of 180 tons burden, nor had any relation to the MAY-FLOWER or her future historic freight. Neither was there in his letter any time of starting mentioned, or of the port of Southampton as the destination of any vessel to go from London, or of Jones as captain. Such loose statements are the bane of history. Goodwin, usually so accurate, stumbles unaccountably in this matter—which has been so strangely misleading to other competent men—and makes the sadly perverted statement that, "In June, John Turner was sent, and he soon returned with a petulant (sic) letter from Cushman, which, however, announced that the ship MAYFLOWER had been selected and in two weeks would probably leave London for Southampton." He adds, with inexcusable carelessness in the presence of the words "sixty last" (which his dictionary would have told him, at a glance, was 120 tons), that: "This vessel (Thomas Jones, master) was rated at a hundred

and eighty tons Yet she was called a fine ship," etc. It is evident that, like Brown, he confused the two vessels, with Cushman's letter before his eyes, from failure to compute the "sixty last." He moreover quotes Cushman incorrectly. The great disparity in size, however, should alone render this confusion impossible, and Cushman is clear as to the tonnage ("sixty last"), regretting that the ship found is not larger, while Bradford and all other chroniclers agree that the MAY-FLOWER was of "9 score" tons burden.

It is also evident that for some reason this smaller ship (found on Saturday afternoon) was not taken, probably because the larger one, the MAY-FLOWER, was immediately offered to and secured by Masters Weston and Cushman, and very probably with general approval. Just how the MAY-FLOWER was obtained may never be certainly known. It was only on Saturday, June 10, as we have seen, that Master Weston had seriously set to work to look for a ship; and although the refusal of one—not wholly satisfactory—had been prudently taken that day, it was both natural and politic that as early as possible in the following week he should make first inquiry of his fellow-merchants among the Adventurers, whether any of them had available such a ship as was requisite, seeking to find, if possible, one more nearly of the desired capacity than that of which he had "taken the refusal" on Saturday. It appears altogether probable that, in reply to this inquiry, Thomas Goffe, Esq., a fellow Adventurer and shipping-merchant of London, offered the MAY-FLOWER, which, there is ample reason to believe, then and for ten years thereafter, belonged to him.

It is quite likely that Clarke, the newly engaged "pilot," learning that his employers required a competent commander for their ship, brought to their notice the master of the ship (the FALCON) in which he had made his recent voyage to Virginia, Captain Jones, who, having powerful friends at his back in both Virginia Companies (as later appears), and large experience, was able to approve himself to the Adventurers. It is also probable that Thomas Weston engaged him himself, on the recommendation of the Earl of Warwick, at the instance of Sir Ferdinando Gorges.

As several weeks would be required to fit the ship for her long voyage on such service, and as she sailed from London July 15, her charter-party must certainly have been signed by June 20, 1620. The SPEEDWELL, as appears from various sources (Bradford, Winslow et al.), sailed from Delfshaven, Saturday, July 22. She is said to have been four days on the passage to Southampton, reaching there Wednesday, July 26. Cushman, in his letter of Thursday, August 17, from Dartmouth to Edward Southworth, says, "We lay at Southampton seven days waiting for her" (the SPEEDWELL), from which it is evident, both that Cushman came on the MAY-FLOWER from London, and that the MAY-FLOWER must have left London at least ten days before the 26th of July, the date of the SPEEDWELL'S arrival. As given traditionally, it was on the 15th, or eleven days before the SPEEDWELL'S arrival at Southampton.

By whom the charter-party of the MAY-FLOWER was signed will probably remain matter of conjecture, though we are not without intimations of some value regarding it. Captain John Smith tells us that the Merchant Adventurers (presumably one of the contracting parties) "were about seventy, . . . not a Corporation, but knit together by a voluntary combination in a Society without constraint or penalty. They have a President and Treasurer every year newly chosen by the most voices, who ordereth the affairs of their Courts and meetings; and with the assent of most of them, undertaketh all the ordinary business, but in more weighty affairs, the assent of the whole Company is required." It would seem from the foregoing—which, from so intelligent a source at a date so contemporaneous, ought to be reliable—that, not being an incorporated body, it would be essential that all the Adventurers (which Smith expressly states was their rule) should "assent" by their signatures, which alone could bind them to so important a business document as this charter-party. It was certainly one of their "more weighty affairs," and it may well be doubted, also, if the owner of the vessel (even though one of their number) would accept less than the signatures of all, when there was no legal status by incorporation or co-partnership to hold them collectively.

If the facts were indeed as stated by Smith,—whose knowledge of what he affirmed there is no reason to doubt,—there can be little question that the contract for the service of the MAY-FLOWER was signed by the entire number of the Adventurers on the one part. If so, its covenants would be equally binding upon each of them except as otherwise therein stipulated, or provided by the law of the realm. In such case, the charter-party of the MAY-FLOWER, with the autograph of each Merchant Adventurer appended, would constitute, if it could be found, one of the most interesting and valuable of historical documents. That it was not signed by any of the Leyden congregation—in any representative capacity—is well-nigh certain. Their contracts were with the Adventurers alone, and hence they were not directly concerned in the contracts of the latter, their "agents" being but co-workers with the Adventurers (under their partnership agreements), in finding shipping, collecting moneys, purchasing supplies, and in generally promoting the enterprise. That they were not signing-parties to this contract, in particular, is made very certain by the suggestion of Cushman's letter of Sunday, June 11, to the effect that he hoped that "our friends there [at Leyden] if they be quitted of the ship-hire [as then seemed certain, as the Adventurers would hire on general account] will be induced to venture [invest] the more." There had evidently been a grave fear on the part of the Leyden people that if they were ever to get away, they would have to hire the necessary ship themselves.

There is just the shadow of a doubt thrown upon the accuracy of Smith's statement as to the non-corporate status of the Adventurers, by the loose and unwieldy features which must thereby attach to their business transactions, to which it seems probable that merchants like Weston, Andrews, Beauchamp, Shirley, Pickering, Goffe, and others would object, unless the law at that time expressly limited and defined the rights and liabilities of members in such voluntary associations. Neither evidences of (primary) incorporation, or of such legal limitation, have, however, rewarded diligent search. There was evidently some more definite and corporate form of ownership in the properties and values of the Adventurers, arrived at later. A considerable reduction in the number of proprietors was effected before 1624—in most cases by the purchase of the interests of certain ones by their associates—for we find their holdings spoken of in that year as "sixteenths," and these shares to have sometimes been attached for their owners' debts. A letter of Shirley, Brewer et als., to Bradford, Allerton et als., dated London, April 7, 1624, says: "If it had not been apparently sold, Mr. Beauchamp, who is of the company also, unto whom he [Weston] oweth a great deal more, had long ago attached it (as he did other's 16ths)," etc. It is exceedingly difficult to reconcile these unquestionable facts with the equal certainty that, at the "Composition" of the Adventurers with the Planters in 1626, there were forty-two who signed as of the Adventurers. The weight, however, of evidence and of probability must be held to support the conclusion that in June, 1620, the organization was voluntary, and that the charter-party of the MAY-FLOWER was signed—"on the one part"—by each of the enrolled Adventurers engaged in the Leyden congregation's colonization scheme. Goodwin' alone pretends to any certain knowledge of the matter, but although a veracious usually reliable writer, he is not infallible, as already shown, and could hardly have had access to the original documents,—which alone, in this case, could be relied on to prove his assertion that "Shortly articles were signed by both parties, Weston acting for the Adventurers." Not a particle of confirmatory evidence has anywhere been found in Pilgrim or contemporaneous literature to warrant this statement, after exhaustive search, and it must hence, until sustained by proof, be regarded as a personal inference rather than a verity. If the facts were as appears, they permit the hope that a document of so much *prima facie* importance may have escaped destruction, and will yet be found among the private papers of some of the last survivors of the Adventurers, though with the acquisition of all their interests by the Pilgrim leaders such documents would seem, of right, to have become the property of the purchasers, and to have been transferred to the Plymouth planters.

This all-important and historic body—the company of Merchant Adventurers—is entitled to more than passing notice. Associated to "finance" the projected transplantation of the Leyden congregation of "Independents" to the "northern parts of Virginia," under such patronage and

protection of the English government and its chartered Companies as they might be able to secure, they were no doubt primarily brought together by the efforts of one of their number, Thomas Weston, Esq., the London merchant previously named, though for some obscure reason Master John Pierce (also one of them) was their "recognized" representative in dealing with the (London) Virginia Company and the Council for the Affairs of New England, in regard to their Patents.

Bradford states that Weston "was well acquainted with some of them the Leyden leaders and a furtherer of them in their former proceedings," and this fact is more than once referred to as ground for their gratitude and generosity toward him, though where, or in what way, his friendship had been exercised, cannot be learned,—perhaps in the difficulties attending their escape from "the north country" to Holland. It was doubtless largely on this account, that his confident assurances of all needed aid in their plans for America were so relied upon; that he was so long and so fully trusted; and that his abominable treachery and later abuse were so patiently borne.

We are indebted to the celebrated navigator, Captain John Smith, of Virginia fame, always the friend of the New England colonists, for most of what we know of the organization and purposes of this Company. His ample statement, worthy of repetition here, recites, that "the Adventurers which raised the stock to begin and supply this Plantation, were about seventy: some, Gentlemen; some, Merchants; some, handicraftsmen; some adventuring great sums, some, small; as their estates and affections served These dwell most about London. They are not a corporation but knit together, by a voluntary combination, in a Society, with out constraint or penalty; aiming to do good and to plant Religion." Their organization, officers, and rules of conduct, as given by Smith, have already been quoted. It is to be feared from the conduct of such men as Weston, Pierce, Andrews, Shirley, Thornell, Greene, Pickering, Alden, and others, that profitable investment, rather than desire "to do good and to plant Religion," was their chief interest. That the higher motives mentioned by Smith governed such tried and steadfast souls as Bass, Brewer, Collier, Fletcher, Goffe, Hatherly, Ling, Mullens, Pocock, Thomas, and a few others, there can be no doubt.

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