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## THE FORBES COMPANY IN SPANISH FLORIDA, 1801-1806

by DAVID H. WHITE

**F**ROM 1783 TO 1801 the trading company of Panton, Leslie had a virtual monopoly on the Indian trade in Spanish Florida. This organization, composed mostly of Britishers, was established during the British period in Florida and was allowed to continue operations after the retrocession of Florida to Spain in 1783. Its function was to supply the Indians with trade goods to bind them closer to Spain and, if possible, to prevent them from forming commercial ties with American or British traders. Theoretically, the company's activities were confined to the Florida Indians, but the firm also traded with Indians and white settlers in American territory. By 1801 it had entered the burgeoning cotton trade. Upon the death in 1801 of the dominant partner, William Panton, John Forbes, a Scotsman, like Panton, assumed the leadership of the organization. The name was changed to the John Forbes Company in 1805, but the natives of the region continued to call the company Panton, Leslie for years afterwards.<sup>1</sup>

Ammunition was a critical item in the trade, for without it, the Indians could not secure the deerskins which were the principal exports of the firm. In 1801 the Napoleonic Wars in Europe had caused a chronic shortage of ammunition in Florida. There was naturally a strong demand for armaments in Europe. In addition, ships were often menaced by privateers on the long transatlantic voyages and trade was slowed appreciably.

By 1801 the partners of the company badly needed ammunition for their trade and were anxiously awaiting a shipment from England. The Indians hunted in the fall and winter, and it was

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1. Juan Vicente Folch y Juan to Ignacio Balderas, May 10, 1805, Archivo General de Indias, Seville, Spain, Papeles Procedentes de Cuba, legajo 55. Archivo General de Indias is hereinafter cited as AGI; Papeles Procedentes de Cuba as PC.

necessary for supplies to be received well ahead of time so that they could be distributed to the outlying traders. In the late spring of 1801, word was received that the vessel that the partners had been expecting had arrived in Plymouth harbor with four feet of water in the hold, obviously in an unseaworthy condition.

The company's predicament caused concern among Spanish officials in Florida. When it became obvious that the ammunition would not arrive in time, Juan Vicente Folch y Juan, governor of West Florida, agreed to lend the company powder and ball from government stores at Pensacola. In June 1801, he explained his action to the Marques de Casa Calvo, governor of Louisiana and the Floridas. If the Indians could not obtain ammunition from Spanish sources, he argued, they would go to the American government-subsidized stores which were not far away. He emphasized that Spain must preserve the friendship of the Indians at all costs.<sup>2</sup>

Another order authorized the loan of ammunition from the government warehouses in New Orleans. This order revealed a difference of opinion among Spanish officials. A Spanish official in New Orleans protested that the powder could not safely be spared and that he only had 124,749 pounds in stock, only half the amount needed for defense in case of attack. There was also a demand for ammunition from Louisianans, whites and Indians, who needed ammunition for hunting. They bought the powder in small amounts and paid the relatively high price of six reales per pound, a price which meant a good profit for the government. Despite his complaints, the official was overruled, and he was forced to comply, even though Juan Ventura Morales, the interim Intendant at New Orleans, supported him.<sup>3</sup> The Intendant was extremely sensitive to his responsibilities in financial matters, had shown a continuing hostility to the partners, and, in this case, opposed giving them any aid. Fortunately for the partners, they also had an advocate in Governor Folch.

Folch often defended the company when it came under attack by Spanish officials. He argued that the Intendant's letter opposing the loan of ammunition "had more polish than sound-

2. Folch to Marques de Casa Calvo, June 6, 1801, AGI:PC, leg. 54.

3. Nicholas Dauros to Manuel de Salcedo, September 22, 1801, AGI:PC, leg. 77.

ness" ("tiene mas elegancia que solidez"). He countered with a set of arguments supporting the partners. Because of conditions imposed by the war, Spain was losing influence with the Indians. The firm had not been able to obtain ammunition through the usual channels, and the Indians did not understand the trade advantages that the Americans enjoyed because they were neutral. Folch insisted that the loan of powder be made, if only in small quantities, and he further asked that the Spaniards not press too hard for immediate payment for the loan. The company did not have the cash at the time to pay for the powder.<sup>4</sup>

Forbes was very angry when his requests for loans of powder continued to meet with opposition from Morales and other Spanish officials. He complained that his company had suffered heavy losses in the service of Spain and needed help. The capture of company ships during the wars had resulted in losses amounting to 400,000 pesos. In addition, a neutral vessel which the company had hired to carry its goods had been captured in 1801 and taken to Jamaica where the cargo had been condemned, meaning a probable loss of another 100,000 pesos. Discouraged, Forbes had gone to New Orleans to arrange to give up the business altogether, but had been placated by the governor who intimated that the government might indemnify the firm for its losses. At length, in 1801 Forbes reconsidered and decided to remain in business, but he insisted to Folch that the firm should be furnished small loans of gunpowder from time to time in order to retain the Indian trade.<sup>5</sup> Later, the company did receive a shipment of powder and returned part of it to the Spaniards, but some Spanish officials were still dissatisfied, complaining that the powder had been damaged by moisture on the voyage from England.<sup>6</sup>

By 1801 the firm also had trouble with their Indian clients, many of whom lived north of the thirty-first parallel under American jurisdiction. The difficulties of the firm with the Indians were reflected in a letter to Forbes from Mad Dog of Tookaubatche, a Creek chief. He complained that the game was

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4. Folch to Salcedo, October 26, 1801, AGI:PC, leg. 54.

5. John Forbes to Folch, November 15, 1801, AGI:PC, leg. 58.

6. Forbes to Folch, July 18, 1803; Juan Manijan and Matteo Convernas to Folch, July 20, 1803, AGI:PC, leg. 59.

disappearing and besides his tribe did not have enough guns and ammunition to hunt properly. In answer to the charge that his tribesmen were not paying their debts to the company, he answered that there were many independent traders abroad in the Creek country who were picking up deerskins. The Indians were making new trades with their skins rather than paying off their old debts to the company. Mad Dog insisted that he was unable to stop the practice although he wanted his people to pay their lawful debts.<sup>7</sup> Other bad news came from the Indian country. Typical were the problems of Daniel McGillivray, a company trader.<sup>8</sup> He lived in Hickory Ground, a small settlement on the Alabama River near present-day Montgomery, Alabama. He habitually wrote plaintive letters to the partners, as he had written Panton before them, bemoaning the poor conditions in the Indian country. Alexander Steele, an American trader, was cutting into his trade "because he sells his goods cheaper than at Pensacola." McGillivray feared that this would continue to be the case because of the strategic location of the Americans. He seemed thoroughly embittered toward the Indians, believed that they could not be trusted, and he wanted the firm to stop the practice of advancing trade goods to them until they paid their old debts.<sup>9</sup> He wrote: "Indians expect every kind of service from me but they will render me none for I am pestered out of my life to get canoes to get away my cane and cotton, instead of assisting me they try to pester me all in their power . . . ingrate raskals [*sic*] who has neither justice nor no dependence in none of them I am tired of complaining to you."<sup>10</sup> According to McGillivray, there was considerable unrest in the Indian country.

Forbes and his associates had difficulties not only with the Indians but also with Spanish nationals in Florida. The Forbes Company was composed almost entirely of British citizens, and many Spaniards resented the presence of a foreign firm which enjoyed privileges denied to them. Their principal complaint

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7. Chief Mad Dog (Tookaubatche) to Forbes, May 31, 1801, *Florida Historical Quarterly*, XIII (January 1935), 165-66.

8. John Walton Caughey, *McGillivray of the Creeks* (Norman, Oklahoma, 1938), 84.

9. Daniel McGillivray to William Simpson, September 3, 1801, Forbes Papers, Special Collections, Mobile Public Library, Mobile, Alabama. Hereinafter cited as FP.

10. McGillivray to Forbes, August 28, 1806, FP.

seemed to be that the prices charged to the Indians were too high and the Indians were being alienated.<sup>11</sup>

The Spaniards made other specific and well-documented charges against the British firm. In August 1802 residents of St. Augustine petitioned the governor to remove the company. They charged that the partners had been allowed to trade duty-free only in Indian goods, but they were also importing and selling to white settlers merchandise such as silks, wool, thread, hardware, and furniture "of the better sort." Spaniards in East Florida were required to pay a fifteen per cent duty on imports and six per cent on exports and could hardly compete with the British organization which paid no duty at all. The citizens further charged that the company had been authorized to bring in only one shipload of goods annually, provided that a full list of the cargo was furnished to the authorities. Instead, the firm brought in many ships each year, and full lists of the cargo were almost never furnished. They also claimed that on the pretense of supplying the needs of their households and slaves, the partners imported vast quantities of goods without paying duties and later sold the excess goods. They charged that in 1800 and 1801 a company vessel had made eleven trips to Charleston, a port which the firm was not authorized to enter, and had brought back goods duty-free. Rum and salt were supposed to be imported only from Havana, but the company had imported these items from other ports, including Nassau. The Crown had prohibited the Britishers from trading up the rivers to keep them from gaining a knowledge of the terrain, but they had violated that order.<sup>12</sup>

Other petitions were filed by the citizens of East Florida. One stated that the partners had undertaken to fulfill the beef contract for the garrison at St. Augustine by purchasing cattle from the Indians for six or seven pesos each and selling them to the army for twenty or twenty-five pesos each. According to the complaint, the chief fiscal officer of St. Augustine had cooperated in these activities. The petitioners continued, claiming that the company was notorious for bribing the authorities: "These people

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11. Geronimo Yeberes to Folch, July 18, 1802, AGI:PC, leg. 59.

12. Petition to the Governor by Citizens of East Florida, August 23, 1802, AGI:PC, leg. 2669.

always repair their fortune with money."<sup>13</sup> They recommended that the King confiscate the goods of the company in payment for the damage done and use the Spanish fleet to trade with the Indians.<sup>14</sup>

It was true that the company was guilty of evading Spanish trade regulations. In 1803 the firm sent a ship up the Alabama River into American territory to bring out corn for the slaves of the households of its members. This practice, which was permitted by the royal orders, seemed necessary on occasion since West Florida was not particularly fertile and did not support itself agriculturally.<sup>15</sup> However, the partners asked for an additional privilege: since the returning ship did not have a full cargo, it should be allowed to fill out its cargo with American cotton which should also presumably be duty-free.<sup>16</sup> But Intendant Juan Ventura Morales promptly protested any infractions of the customs regulations and was adamant that the duty be paid: "We will allow the privilege of loading and unloading of cotton at our ports, as we do skins. However, you must pay us one hundred pounds of cotton for every one thousand pounds you unload. You would have to pay this price for this privilege at any foreign port."<sup>17</sup> Even so, there is little doubt that the company often evaded the duty on cotton.

The partners brought in great quantities of corn, dried peas, and other foodstuffs without paying duty, and although these products were supposed to be used only by the partners' households, they later sold them in Florida. Occasionally, they simply refused to submit to inspection; on one occasion a ship "loaded by Forbes and Company" passed Mobile southward bound and failed to stop. The official at Mobile who brought the charge further asserted that he had heard that the captain of the ship had been ordered by the partners to so defy the Spanish customs regulations.<sup>18</sup>

13. Petition to the Governor by Citizens of East Florida, 1802-1803, AGI:PC, leg. 1679.

14. Petition to the Governor by Citizens of East Florida, August 23, 1802, AGI:PC, leg. 2669.

15. Contract between John Randon and Forbes, August 25, 1805; Simpson to James Innerarity, October 25, 1805, FP.

16. Juan Ventura Morales to Juan Francisco Armand de Courville, July 15, 1803, AGI:PC, leg. 59.

17. Morales to Forbes, July 10, 1803, EP.

18. Maxmiliano de St. Maxent to Folch, July 29, 1805, AGI:PC, leg. 60.

The repercussions of the general war in Europe were again felt in Florida after the brief peace of Amiens from 1801 to 1803. English ships were not readily available, and the company consequently requested permission to use neutral American ships.<sup>19</sup> At first Morales only grudgingly allowed the company to use an American ship on a one-time basis. He emphasized that this was a privilege, not a right.<sup>20</sup> But eventually Morales was forced to grant the right because of pressure brought to bear on him by the Marques de Casa Calvo, who, like Governor Folch, usually supported the actions of the company. Morales bitterly remarked that Casa Calvo "desires to meddle in everything."<sup>21</sup> Despite the objections of Morales, the company was allowed to use American ships to carry its goods on a regular basis.

Morales also supported the Spanish customs officials who were a continuing source of trouble for Forbes and his associates. The most persistent of these officials was Juan Francisco Armand de Courville, who was stationed at Pensacola. He always sided with Morales and opposed the easy-going policy of the company concerning the duties on goods not destined for the Indian trade. Perhaps, the aggressive posture of Courville only reflected Spanish anxiety about contraband and smuggling, an anxiety which was widespread throughout the Spanish American colonies. In November 1804, Courville demanded that the firm unload the entire cargo on the shore so that it could be thoroughly examined. Even his own colleagues pointed out that this would be very difficult and had never been done before.<sup>22</sup> The inspector also wanted to look inside the packages in the cargo. The partners protested that many of packages contained wool articles, which in that climate were endangered by moths if the packages were opened. They also maintained that the merchandise was usually sold in the packages and breaking them open would mean that the goods would have to be repackaged, a labor cost that the company could not bear. It is entirely possible that the packages contained contraband and the harried inspector was only doing his duty.

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19. Folch to Morales, January 30, 1804, AGI:PC, leg. 97.

20. Morales to Folch, February 3, 1804, AGI:PC, leg. 97.

21. Morales to Miguel Cayetano Soler, March 31, 1804, AGI:PC, leg. 2622.

22. Manuel de Artazo to Courville, December 3, 1804, AGI:PC, leg. 2670.



Folch asserted that the company had served the King well, that the King's ministers were now causing the partners unnecessary difficulties, and he ordered that the packages should remain unopened.<sup>23</sup> Courville reluctantly complied but stated that this action was "prejudicial and of great damage to the interests of the King."<sup>24</sup> He insisted that the partners should have been forced to open the packages and asserted that the company ("La Casa") was largely responsible for the unhappy state in which the province found itself.<sup>25</sup>

In December 1804, Courville demanded that goods which were to continue on from Pensacola to other Spanish ports should be inspected at Pensacola. Apparently, he did not believe that the customs inspection was adequate at such ports as Mobile and St. Marks. He carefully inspected the company's cargo on the American brig *Hunter* for one of his reports mentioned a variation between the bill of lading and the cargo actually aboard the ship.<sup>26</sup> Later, he listed some goods found in the *Hunter's* cargo, which were obviously not meant for the Indians: "A box with base worked in crystal, another box with large mirrors; one hundred fifty iron bars; three trunks containing overcoats of twill and fringes for women; silk; English guineas; one box of books in different languages; one box of spy glasses; a trunk (not listed in the manifesto) containing ribbons of silk, three pieces of cashmere."<sup>27</sup>

At length Folch replied to this information saying that he had allowed the company to bring in European goods without duty so that the needs of the province could be met. He had informed the Crown of his decision and awaited its command. In the meantime, he demanded that Courville obey his orders. Thus, the practical governor was arraigned against the legalistic customs official who stood by the royal orders as they were written. Courville countered by appealing to Folch's superiors, claiming that Folch by his free trade decree had countermanded the orders of Intendant Morales.<sup>28</sup> Folch also appealed to his su-

23. Folch to Courville, December 3, 1804, AGI:PC, leg. 2670.

24. Courville to Folch, December 6, 1804, AGI:PC, leg. 2670.

25. *Ibid.*, December 11, 1804, AGI:PC, leg. 2670.

26. *Ibid.*, December 18, 22, 1804, AGI:PC, leg. 2670.

27. Notice by the Customs Officer, December 22, 1804, AGI:PC, leg. 97.

28. Courville to Soler, December 24, 1804, AGI:PC, leg. 2670.

periors, making the charge that neither man, Courville or Morales, could get along with anyone. He noted furthermore that Morales had caused a great deal of trouble to the former governor of Louisiana, Esteban Miró, and this could be verified from Miró himself.<sup>29</sup> The outcome of the affair was that the company continued to trade with the settlers on a duty-free basis by one means or another. At the time, free trade seemed to be the only way to supply Florida adequately.

The firm usually traded with Nassau for salt even though the royal orders stipulated that salt should come only from Havana. Courville objected very strenuously to this procedure.<sup>30</sup> Of course, the real reason for this practice was that the company had its own salt works in Nassau, but the excuse of the partners was that their ships could no longer bring salt from a Spanish port such as Havana.<sup>31</sup> Spain had declared war on England, December 14, 1804, and ships of British registry such as the Forbes vessels could not enter Havana. The ports of Spanish Florida were only open to them by special permission. This was their argument, and it seemed to impress even the Intendant for he later instructed Courville to permit the salt trade with Nassau.<sup>32</sup>

In 1806 the company again became involved in a very serious controversy with Spanish officials. This case concerned the export of specie, which was considered a high crime by the Spaniards. On March 10, 1806, Maximiliano de St. Maxent, a Spanish official at Mobile, reported to Morales that on the preceding day the guard on the dock at Mobile had discovered two cashiers and two Negroes of the House of Forbes on the dock with 4,000 pesos in specie. Another 3,500 pesos were on the schooner *Ana* which was alongside the dock, and 500 pesos were found nearby, making a total of 8,000 pesos. The cashiers explained that they were sending the money to New Orleans to buy merchandise which the people of Mobile needed.<sup>33</sup> Folch took the part of the company, saying that he had tolerated the export of gold because he thought it necessary to supply the needs of the province.<sup>34</sup> Even

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29. Folch to Soler, January 2, 1805, AGI:PC, leg. 53.

30. Courville to Folch, April 29, 1805, AGI:PC, leg. 97.

31. Folch to Courville, July 18, 1805, AGI:PC, leg. 2670.

32. Morales to Courville, July 18, 1805, AGI:PC, leg. 2670.

33. Sworn statement of John Innerarity, April 10, 1806, AGI:PC, leg. 697.

34. Folch to Morales, April 18, 1806, AGI:PC, leg. 697.

St. Maxent admitted that it was impossible to buy many necessities in Mobile, and it was probably necessary to purchase them in New Orleans.<sup>35</sup> Morales remained unimpressed and a very lengthy and extensive investigation was held, but there is no record that the company was penalized in any way.

Much official distrust of the company is revealed in some secret instructions for the customs officers at Pensacola in 1806, possibly issued by Morales. The instructions stated that whenever a ship belonging to the "House of Forbes" appeared at the mouth of the bay, troops were to be put on board, all hatches were to be closed, and all the ship's papers were to be impounded. When the ship anchored, no one was to be allowed aboard without the permission of the governor.<sup>36</sup> Soon after the issuance of these instructions, a British vessel *Merrimack* appeared in Pensacola Bay with a cargo consigned to the company.

Morales, who had been ordered from New Orleans to Pensacola after the transfer of Louisiana to France, but had not yet arrived in West Florida, sent word that the ship should remain unloaded until after his arrival. Again, Governor Folch tried to come to the rescue of the partners. He told Courville that the company could not afford to hold the ship unloaded for as long as the twenty days that might elapse before the arrival of the Intendant. Besides, the commandant of the Louisiana Regiment then stationed there needed clothes from the cargo of the *Merrimack* for his troops. Therefore, Folch ordered the unloading of the ship, although he did state that the goods to be sold to the Indians should be kept separate from other commodities.

To complicate matters further, a Spanish commercial vessel *Pomona* was in Pensacola harbor at the same time as the *Merrimack*. The captain of the *Pomona* wanted to seize the *Merrimack* because she was British and an enemy, and he was only prevented from doing so by the prompt interference of Folch who threatened him with force if he attempted to take the ship. In the meantime, Morales arrived. The company insisted that it did not have the labor available to separate all the packages on the cargo as Folch had promised. When Morales insisted that the

35. St. Maxent to Morales, April 18, 1806, AGI:PC, leg. 697.

36. Secret Instructions for the Sublieutenant, Jose Declouet, January 15, 1806, AGI:PC, leg. 142.

partners would have to pay full duty on the entire cargo, and Folch successfully opposed him, he complained angrily to his superiors.<sup>37</sup>

On this occasion the firm was allowed to import goods duty-free, but Morales was jealous of his prerogatives and continued to be extremely hostile and obstructionistic in his dealings with Forbes and his associates. A friend of the company in New Orleans wrote to the partners warning them that Morales was determined to destroy them and if Folch were ever removed, the firm would be lost.<sup>38</sup> One can imagine with what delight the partners heard in December 1806 that the intendancy was to be suppressed and Morales was to be stripped of his power. Forbes referred to this happy event when he wrote characteristically: "and you may depend on it that I will now hold a very different language to this gentleman in many respects."<sup>39</sup> Unfortunately, the report of the restriction of Morales proved to be a false rumor and the ever-watchful Intendant remained in Florida, a constant thorn in the side of the partners.

Because of the Napoleonic Wars in Europe, conditions in Florida had worsened again, and it was difficult to supply the company stores. In 1805 Forbes wrote from London that powder and ball were again difficult to locate.<sup>40</sup> The commander at St. Marks in Florida complained that he had only four days' rations for his garrison.<sup>41</sup> There were complaints from Mobile that cash was scarce there.<sup>42</sup> Conditions were poor in Pensacola also.<sup>43</sup> One of the principal causes of the depression, of course, was the slowing of international trade. Company ships were menaced frequently by the British because the outgoing cargoes were Spanish. At other times they were attacked by Spanish and French privateers since the vessels were often of British registry. The partners were warned that a British frigate was anchored off the bar at Pensacola with avowed designs of the shipping of that

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37. Morales to Soler, March 31, 1806, AGI:PC, leg. 142.

38. Daniel Clark to Simpson, April 8, 1806, FP.

39. Forbes to Simpson, December 23, 1806, FP.

40. Forbes to Innerarity and Simpson, October 31, 1805, Heloise H. Cruzat Papers, Florida Historical Society Collection, University of South Florida Library, Tampa. Cruzat Papers hereinafter cited as CTP.

41. Ignacio Balderas to Folch, November 2, 1805, AGI:PC, leg. 60.

42. St. Maxent to Folch, November 7, 1805, AGI:PC, leg. 60.

43. Morales to ?, October 15, 1805, AGI:PC, leg. 2622.

port.<sup>44</sup> In June 1805 they were again warned that a Spanish brig had been fitted out in Pensacola and was then cruising the Gulf on the lookout for the company's ships.<sup>45</sup> Although the partners attempted to engage neutral American vessels, they were not always available. To add to the confused situation, the Americans were constantly intriguing against Florida.<sup>46</sup> As one of the partners wrote: "the American [*sic*] plunder us from above and the Providence pirates infest our coast."<sup>47</sup>

The John Forbes Company's Indian trade in Florida was a complicated and difficult business. To the ordinary difficulties to which the merchant was generally subject were added the problems of recalcitrant Indian clients, the dislocations of the European wars, the hostility of some Spanish citizens and officials, and the attacks of the Americans. Despite these problems, the Forbes Company managed to operate successfully until 1819 when Spain finally relinquished Florida to the United States.

44. Simpson to Innerarity, November 14, 1804, FP.

45. *Ibid.*, June 27, 1805, CTP.

46. Isaac Joslin Cox, *The West Florida Controversy, 1798-1813: A Study in American Diplomacy* (Baltimore, 1918; reprint edition, Gloucester, Massachusetts, 1967), 139-87.

47. Simpson to Innerarity, November 4, 1805, FP.