Commodification, Slavery, Credit, and the Law in the Lower Mississippi River Valley, 1780-1830

Elbra L. David, University of California, Irvine[1]

January 2019

[Preliminary]

Abstract

This dissertation argues that in the Lower Mississippi Valley during the late eighteenth to mid-nineteenth centuries, distant, metropolitan merchants-creditors directly influenced the financial preconditions for Anglo-American investment in the region. My central argument is that between the 1790s and 1820s, the increase in credit and capital from outside merchants raised the legal stakes over the ways debt recovery operated in the Natchez District of Mississippi and New Orleans, Louisiana. Provisioning of ever-larger amounts of credit and capital escalated the legal clashes over Franco-Iberian norms that had long exempted property from creditors seeking to attach assets. These norms were in direct opposition to an Anglo-American commercial community that sought to lift those protections. Ultimately, my research shows that Anglo-American merchants, moved ahead of the state, incrementally imposing various mercantile customs in-line with the dominant British-centered commission system for commodities.

[1] Email: cntr863@gmail.com. I would like to thank Steven C. Topik, Lauren Benton and Barbara Welke for their comments and suggestions. I acknowledge funding from the History Project at Harvard University and the Tulane Global South Fellowship. Please note that this a work in progress and that errors may be present within this draft. Do not cite without permission.

The *Kulturkampf* between the *ancienne population* and the Anglo-Americans for supremacy in Lower Louisiana manifested itself most sharply as a conflict of legal traditions.
--George Dargo, 1975

1 Introduction

The dangerously competitive ambitions of European empires in the Lower Mississippi Valley fundamentally shaped the choices made by local inhabitants in the creation of ever-larger slave-based plantations. The two earliest outposts-turned-commercial hubs—New Orleans and Natchez—siphoned the economic, legal, and imperial energies of a region that would eventually develop to meet the demands of the European economy for raw cotton and refined sugar. In the meantime, the act of lending capital and credit in the Delta was shaped by the competitive geopolitics of French, Spanish, British and American officialdom. What types of legal conflict furthered the process of commercial integration (tacit or not)? What was the content of the debates between lenders and borrowers that helped 'bring in' investment? Inevitably, their struggles reflected both the institutional regularities as well as differences in the commercial routines of merchants throughout the Atlantic. What is not so clear, and what I argue in this study, is that in a culturally porous setting merchants from metropolitan centers argued for, and gradually chipped away at Franco-Spanish exemptions to property. Their appeals facilitated discussions over the loosely configured Law of Nations as it related to transnational debt, and the politics of sovereignty by enabling Euro-American, Creole, and their creditors, to interrogate the region's ill-defined borders.

I conduct a close reading and analysis of the printed appellate reports filed in the Superior Court of the Territory of Orleans Parish and later, the Louisiana Supreme Court, along with the Supreme Court of Mississippi. The results show that between 1800 to 1810, creditors' initial appeals regarding the territorial legitimacy of slave seizures had the effect of applying pressure on the politics of settlement and the territorial boundaries between Spain and the United States.

The right of foreign creditors to preemptively seize assets (not always slaves) was based on a metropolitan commercial norm known as 'preference.' Another cluster of appeals included claims that imposed calculations of interest on accounts that conformed to metropolitan timelines and rates. I contextualize these appeals by juxtaposing popular Anglo-American polemics that maligned Spanish economic and legal policy as inefficient. I use the anti-Spanish writings and theatrical play of American citizen and legal pundit James Workman and Congressman Edward Livingston's work arguing for the reduction of the power of the judiciary in the seizing of property.

I then combine these observations with a data set from deed and mortgage records in the plantation district of Natchez. I estimate the frequency of merchant-to-merchant sales of property and prices. The results suggest that already by 1800 dramatic increases in sales prices are evident for property sold to and by merchants. Second, that these price hikes occurred despite far lower prices evident in the surrounding area for similar and smaller sized properties. Finally, by 1800 merchant sales of property were already centered on inland bayous and creeks nearest to the urban center of

Natchez. Finally, I assess the collection suits for unpaid debts in a single year filed with the Adams County Circuit Court records in the Natchez District. Here, I created a data set for the years 1809, 1820, and 1826, documenting both short- and long-term extensions of credit. I then turn to descriptions in interrogatories that illustrate the incidences in the taking of assets by creditors. I analyze the probate records of middling planter Jonathan Thompson examining the financial and property strategies of a mid-level planter heavily in debt.

In assessing the centrality of legal conflict in the longer process of commercial integration, I measure responses to these struggles by assessing (1) the type, location, timing, and price of real estate bought, sold, and mortgaged, (2) the frequency, amount, and type of financial instrument(s) put to suit by creditors or probate administrators. I identify clusters of conflicts, an approach which does not focus on rules often applied inconsistently. Historical actors are not exclusively concerned with jurisdictional divides. Instead, their claims cite natural law, canon law, commercial norms (e.g., Benton 2013). On this basis, I also contend that over time and because of the growing dollar value of their claims, merchants forced a reformulation of mercantile routines in the region (e.g., Fischer-Lescano, Teubner, 2003-2004). Examining the impact of legal struggle on patterns of local debt recovery, and on a small section of the real estate market, I build on the growing literature that views the development of peripheral plantation regions as a post-Independence response marked by the redeployment of slavery.[2] My analysis of legal conflict and empirical approach provides a methodological contribution to the literature by making connections between the relevance of jurisdictional politics as economic precursors to the expansion of slavery.

The remainder of the paper is outlined as follows. Section 2 describes the background and data from the court cases. Section 3 outlines the measurement and estimation of property transactions and a case study of lending patterns. Section 4 concludes.

2 Data

2.1 Transnational Norms: Law of Nations and *Lex Mercatoria*

Distance increasingly intervened between lenders and borrowers in the eighteenth and nineteenth centuries, if not before. In this context, accountability, predictability, and transparency hinged, in their most capacious sense, on the relationships between foreign nations and empires, and these themes appear regularly in the Delta's appellate cases. Contemporaries drew upon the earliest writings of the "Merchants' Chapter" in the Magna Carta (1215) which stood for the proposition that the "faith of commercial intercourse ought not to be violated." Keeping the promises of payment for old debts between nations would "ensure the prospect of future Credit."[3] The Magna Carta, though not binding law, did give credence, and provided persuasive authority for the early modern Law of Nations as a pro-commercial, international document. In the 1790s, the Law of

[2] Dale Tomich and Michael Zeuske, "Introduction, the Second Slavery: Mass Slavery, World-Economy and Comparative Microhistories," *Review* (Fernand Braudel Center), 31:2 (2008): 91-100.
[3] Daniel Hulsebosch, "Magna Carta for the World? The Merchants' Chapter and Foreign Capital in the Early American Republic," *Public Law & Legal Theory Research Paper Series*, Working Paper Number 16-26, New York University School of Law, 2016.

Nations provided the basis for international attachments of assets to satisfy debts. The Magna Carta was never solely concerned with the rights of Englishmen, imperial subjects, or even Anglo-American subjects. It contained rights for foreign merchants—for "strangers and aliens." Historian David J. Hulsebosch writes, the fact that a "document often portrayed as the 'birthright' of native Englishmen protected the rights of foreigners is significant."[4] The Treaty of Peace of 1783 with Britain underscored these protections afforded British creditors providing that both sides would place "no lawful impediment[s]" in the way of debt collection.[5]

What was the 'law of nations? It was a series of principles that advocated a "general reciprocity principle" between nations. But Americans sharply distinguished commercial relations from 'political alliances,' by which they meant alliances for mutual defense. There were parts of the American citizenry not as enamored with those principles, doubting at least whether a court had the power to use them to nullify a clear state statute. There were legislators that were upset with the source of authority claimed by the courts: "the vague and doubtful custom of nations," as against "clear and positive statute."[6]

The Law of Nations did play a supporting role in debates concerning the degree to which society should be open to foreigners and their money. The laws that the earliest courts in the Delta drew from were vague: Louisiana's Act of 1805 provided that "in matters of commerce the Spanish Ordinance of Bilboa had full authority." Beyond the Ordinance parties had "recourse to the Roman Laws, to (W.) Beawe's *Lex Mercatoria*, to "Park on Insurance," and a variety of other treatises. These legal sources did not provide resolution for many complex issues centered on cross-regional liabilities. In the attempts made by merchants to exploit the legal ambiguity between these laws, what comes through is the tension between the Delta as a corridor of continual economic investment, and a legal atmosphere in which judges tried to extend equity to local lenders while keeping the region open to a plurality of laws and customs.

American rule condensed Louisiana's regional European laws—France, Spain, and England—in the Digest of the Civil Code of 1808. Regarding mercantile law, Section 470 provided that, "nothing therein shall alter or affect the established laws and usages of commerce." What exactly were those usages that amounted to "purely" mercantile practice was unclear. A Louisiana judge in 1812 ruled that mercantile custom, or "lex mercatoria exists entirely distinct and independent of the code." It did not. It came closest to operating independently only within a specific industry such as marine insurance.[7] In all other contexts, merchants understood the law merchant as a composite of rules and contradictions and had no hesitation departing from the norm. What did occur was a process by which attorneys for out-of-state clients argued for the validity of "foreign" or metropolitan mercantile norms in Cuba, the eastern United States, England, or France. Appellate cases repeated these themes, serving to condense and confirm an enduring legal discourse that commercial law was a distinct body of law.[8]

---

[4] Ibid.

[5] Definitive Treaty of Peace, Great Britain-U.S., article IV, September 3, 1783, 8 Statutes 80, 82.

[6] Hulsebosch, "Magna Carta."

[7] Hannah Atlee Farber, "Underwritten States: Marine Insurance and the Making of Bodies Politic in America, 1622-1815," (unpublished Ph.D. dissertation, UC Berkeley, 2014).

[8] Fischer-Lescano, Andreas and Gunther Teubner, "Regime-Collisions: The Vain Search for Legal

Lastly, the inclination and ability of merchants to attempt to impose their diverse requirements in the region was largely aided by the fact that Louisiana's (and possibly Mississippi's) Superior Court was not given the 'right of refusal'—the ability to refuse to hear a case. In consequence, appeals were not landmark cases, and debt claims over $300 could be appealed, making recurring issues over the nature of credit and its geographic and political jurisdictions a series of iterations around sometimes identical issues.[9]

2.2. Attaching Assets, 'Preference' and Interest Rates in the Financialization of the Delta

I identify clusters of issues that served as the basis of creditors' appeals.[10] Appellate cases over the nature of debt recovery between the years 1808 and 1810 were triggered by the seizing of enslaved African laborers. These early cases questioned the boundaries between Spanish and American control.[11] A second cluster of claims, beginning in 1812, centered on attaching assets (i.e., slaves, land, and commodities) by lone creditors who feared an impending insolvency by a debtor. The routine was known in the eastern seaboard states in the United States as the practice of 'preference.' Merchant creditors claimed to hold a privileged status in the repayment of a debts from individuals debtors based on prior agreements with the defendant.[12]

Voluntary assignments, or preferences, assigned by a debtor committed and transferred all his property to a firm or colleague in case of insolvency. In some cases, such as *Ramsey v. Stevenson* (1816), the assignment applied to property located in Louisiana but was exchanged between merchants—a merchant debtor and merchant creditor—operating in the Northeast. Additional creditors were forced to travel to Louisiana and file a lawsuit to "interpose" their claims. The question for the appellate judge was geographic: how far did the assignment operate? And did it secure the property to the assignees to the same extent as an assignment under insolvent laws? The judge determined that it did not.[13]

Unity in the Fragmentation of Global Law," *Michigan Journal of International Law*, 25 (2003-2004): 91-100.

[9] Judith Kelleher Schafer, Slavery, the Civil Law, and the Supreme Court of Louisiana, (Louisiana State University Press, 1994), 1-27; Elizabeth Gaspar Brown, "Legal Systems in Conflict: Orleans Territory, 1804-1812," *The American Journal of Legal History*, 1:1 (January 1957): 35-75; Rodolfo Batiza, "The Louisiana Civil Code of 1808: Its Actual Sources and Present Relevance," *Tulane Law Review*, 46:4; Richard Holcombe Kilbourne, Jr., *Louisiana Commercial Law: The Antebellum Period*, The Publications Institute Paul M. Hebert Law Center, Louisiana State University, 1980.

[10] The approach to clusters of legal claims and their methodological advantage for jurisdictional politics is taken from Lauren Benton's and Richard Ross's *Legal Pluralism and Empires, 1500-1850* (New York University Press, 2013).

[11] *Newcombe v. Skipwith*, 1810, Orleans Term Reports or Cases Argued and determined in the Superior Court of the Territory of Orleans, Volume 1; *Debora v. Coffin & Wife*, 1809, Orleans Term Reports, Cases Argued and determined in the Superior Court of the Territory of Orleans, Francois Xavier Martin, Volume 2 (New Orleans: 1813).

[12] *Debora v. Coffin & Wife*, 1809; Aston v. Morgan, 1812; Superior Court of the Territory of Orleans.

[13] *Ramsey v. Stevenson*, 1817, Cases Argued and Determined in the Supreme Court of the State of Louisiana, Francois Xavier Martin, Volume 2 (New Orleans: 1820): 24-78. In a nearly identical case, John Jacob Astor's attorney requested an attachment against the assets of Samuel Winter, a fellow-New Yorker who amassed "by his own industry a considerable fortune" in Louisiana. *John Jacob Astor v. Samuel Winter*, deceased, 1820

Next, "usury" constitutes another set of claims by merchant-creditors. I begin with the first Superior court cases under American jurisdiction in each territory and assess how judges used Spanish law and contemporary metropolitan markets as metrics for determining lawful interest.

The use of language deemed vague, and terms not properly defined represent some of the ways merchants exploited law in the periphery.[14] Judges in some cases adjusted interest rates on joint accounts to accommodate merchants in metropolitan centers, adjusting contractual obligations to conform to metropolitan interest rates.[15] Varying interest rates in metropolitan centers as well as the operation of interest were at issue. Judges determined rates exorbitant relative to "commercial parts" in the different regions of Spain; adjusting, say a 12 per cent loan, down to 10 per cent. Local rates, though varying drastically, hovered between 6 to 8 per cent.[16] By the 1820s, it was still common for attorneys to argue for-or-against the characterization of interest as set by the Spanish Laws in the *Siete Partidas* that prohibited usury.[17]

Arguments over the method for calculating interest clashed also with metropolitan men. On this issue parties essentially describe the differences emerging between a staple producing region and metropolitan centers. Questions such as 'how one defines "good" interest?' appear in the cases. Additionally, in a case judged by five merchants, the unhappy debtor complained that their ruling was "at variance with the general laws of the country, as well as the particular acts of the legislature." The debtor's assessment was based on the claim that there was no stated account between the merchant and himself and that, if stipulated, interest runs from the moment of "judicial demand," not the due date of the debt.[18] Merchants, he claimed, were not qualified to judge but merely acted as "auditors." Attorneys for the merchants argued for the purely mercantile nature of these issues, but the debtor (no doubt a planter) consigned his goods with the merchant but had not agreed to sale based on credit. The judges sided with the merchants citing Section 470, from the Digest of 1808 which stated that the merchant's law (*lex mercatoria*) existed independent of the code.[19]

The point at which interest is charged and receipt of interest paid were at-issue when merchants citing the 'customs of merchants' in Philadelphia expected to receive interest payments even though the debt had not fallen due. These types of charges ran counter to Mississippi law as well. Despite this, the Mississippi jury in 1818 sided with the merchants.[20] The transition to large-scale

---

Orleans Term Reports, Cases Argued and Determined in the Supreme Court of the State of Louisiana, Francois Xavier Martin, Volume 4 (New Orleans: 1825).

[14] *Segur v. His Creditors*, 1809, Orleans Term Reports or Cases Argued in the Superior Court of the Territory of Orleans, Francois Xavier Martin, Vol. 1 (New Orleans, 1811).

[15] *Merciers admx v. Sharpy's admx*, 1805. In this appeal goods were sold in Bordeaux, France on joint account, judges used the interest in Bordeaux at 6 per cent.

[16] *Caisergues v. Dujarreau*, 1809. Orleans Term Reports or Cases Argued in the Superior Court of the Territory of Orleans, Francois Xavier Martin, Vol. 1 (New Orleans, 1811).

[17] *Richardson v. Terrel*, 1820, Orleans Term Reports or Cases Argued and Determined in the Superior Court of the Territory of Orleans, Francois-Xavier Martin, Volume 1, (New Orleans: 1811).

[18] *Talcott v. McKibben,* 1812. Orleans Term Reports or Cases Argued in the Superior Court of the Territory of Orleans, Francois Xavier Martin, Vol. 1 (New Orleans, 1811).

[19] Ibid.

[20] *Peter Wiltberger v. Edward Randolph*, 1818 Reports of Cases Adjudged in the Supreme Court of Mississippi, Natchez, R.J. Walker, Reporter of the State (Natchez: 1834), Historical Foundation, Natchez, Mississippi, 20-23.

monoculture created longer delays in payments from which legal conflicts emerged among geographically diverse groups with differing legal resources and ideas about how best to structure the financial administration of slave-based agriculture.

In their legal rulings judges were consistently forced to adapt to the needs of foreign and national commercial men while also attempting to define the metrics of transnational law and commerce: what counted as transparency, how did an individual's indebtedness influence his actions, what were the ways men of commerce observed and characterized the intent of a debtor or his sureties?[21] The challenge in assessing a client's insolvency is evident.

2.1.2 Common vs Civil Law Debates

Efforts to rid the region of Spanish-oriented institutions and laws adopted by the United States during the territorial and state governments, plus the willingness of the federal government to accommodate existing Franco-Spanish customs are evident in the struggle over the English common law versus the civil law traditions.

I examine the political writings and theatrical play, *Liberty in Louisiana* (1804), written by merchant and judge James Workman. I contrast his views with that of New York Congressman Edward Livingston who came to New Orleans to serve as judge and statesman. Workman's writings and especially his play was intended to show that commerce would extend universal prosperity. Here, he criticizes the judicial system and targets judges and judicial corruption in general. His work castigated Spanish civil law and joined a chorus of voices who believed creditors would not be inclined to invest and would look unfavorably on the region's judiciary.

Edward Livingston's experience in the Territory of Orleans suggests the aims of Americans and the process of Americanization was fluid and contentious. He fell on the opposite side of Workman's ideas about the law. Though the differences between common law and civil law systems were complex, Livingston's main critique manifested itself most fully against the common law tradition that gave judges a more innovative and a powerful position than civil law.

The differences in perspective between the two judges culminated in their participation in the codification movement in the 1820s. The proponents and opponents of a new "Code of Practice" intended for judges made their opinions known publicly in local newspapers. Among those who opposed codes and code-making in general, were those who saw the code as a reduction in existing laws. Some of its provisions applied to the execution of judgements that weakened civil law and

---

[21] *Decuir v. Packwood*, 1818, *Mouchon v. Delor*, March 1818, *Peytavin v. Hopkins*, 1818, *Highlander v. Fluke* & *Vernon*, 1818, *Dreux, executors, etc. v. Ducournau*, Cases Argued and Determined in the Supreme Court of Louisiana, Volume 3. As late as 1874, *Stockley v. Horsey*, the court had to scrutinize an extremely complex surety, which the general creditors tried to re-characterize as fraud. Under the state's insolvency scheme, the "pre-assignment" period (taking place before bankruptcy), would not invalidate payments unless it found something like blatant fraud. State preference law thus maintained a keen sense of the subtle manifestations of fraud, and of the limited ability of legal authorities to draw relevant moral distinctions in the elusive world. For a national view of preference see also, Robert Weisberg, "Commercial Morality, the Merchant Character, and the History of the Voidable Preference," *Stanford Law Review* 39:1 (November 1986): 1-138.

which impaired the obligation of contracts and "destroyed much of the confidence which lawful government is intended to inspire." Locally, Euro-Americans saw it as a "law for the common law and a hatred of France."[22]

3 Transactional Data: The Natchez District, 1800-1820

3.1 Natchez, Mississippi: Deed and Mortgage Records

To account for the heterogeneous impact of the appellate cases and the judicial decisions stemming from them I take a more empirical approach. I use the deed and mortgage records from the Adams County Deed Registry in the Adams County Mississippi and Adams County Circuit Court.[23] I document the price, size, and location of real estate and chattel property sales for the years 1790 to 1801, 1813 to 1817.

First, I build two graphs that breakdown occupational categories for sellers and purchasers/creditors in each sale or mortgage. The categories are planters, merchants, attorneys, and "other." The latter includes parties who did not mention occupations. As a rough estimate, the number of planters and merchants remained roughly even as purchasers and sellers, with the number of merchants increasing in the earliest years of territorial rule and again in the year preceding the end of hostilities in the War of 1812. The number of attorneys and the category of "Other" remained low. As sellers, the ratio between planters and merchants is again roughly even. Merchant-sellers increased in 1801 and the year after the end of the War of 1812. Overall, however, the evenness of these categories may reflect how plantation operations created an overlap whereby planters often acted as merchants.

Second, I build a line graph for the different types of property, plantation, acreage, urban lots, and their prices. Third, I build a line graph for properties along major creeks and bayous and their prices. Between 1800 and 1801, parcels of land along St. Catherine's Creek were the most in-demand. These early creeks fed into the Mississippi River. I count all property transactions in land sold, mortgaged, and auctioned along St. Catherine's, Homochitto, Bayou Sara, Second Creek, and Sandy Creek in those years. Merchants purchased tracts from planters at relatively low prices but sold at much higher prices to fellow merchants. The average number of acres that exchanged hands hovered between 400 and 700 acres along these creeks. An example of this is the purchase of 203 acres by a merchant from a planter for $203.00. The smallest tract sold, however, measured .732 acres and was sold by, and to another merchant for $2,000.00.

The evidence supports the idea that overall price increases in property were disproportionately higher between merchants, even without slave sales. For example, five-hundred acres, for example, on Second Creek, cost planter James Hoggatt $1,000.00; In the same month and year as Hoggatt,

[22] *Louisiana Advertiser*, January 26, 1826.
[23] Deed Books A, B, H, and I, Adams County Deed Registry, Natchez, Mississippi.

John Armstreet purchased 350-acres on the Homochitto River from another planter for $700.00.[24] But merchant William Forman paid Joesph Forman Junior, his Maryland relative, $3,600.00 for 450 acres on St. Catherine's Creek. All three creeks became important arteries for the movement of goods and plantation commodities.

The aggregate real estate data suggests that merchant purchasers, sellers, and creditors, whether operating locally or out-of-state, anticipated the gradual repeal of Franco-Spanish property protections. Based on their arguments in the appellate cases and the higher monetary valuations on property, merchants instigated a gradual roll-back that would make property more liquid, available to satisfy debts and stand as security for mortgages. A long history under the British colonial regime that included exemptions and the fee tail (i.e., fee tail, or entail, property passed directly to the named devisee and could not be seized by creditors) had shown that protections against creditors' claims raised interest rates and decreased investment.[25]

In contrast, scholars have shown empirically that Southern seaboard states after American Independence, where the fee tail was abolished, had increased transactional transparency, a reduction of interest rates, but also resulted in substantial inequality and, according to the economic historian David Weiman, to 'pre-emptive' displacement [of yeomen households] to more marginal soils.[26] The current historical literature has overlooked the gradual repeal of Spanish era exemptions that, like the abolition of fee tail, was a necessary precondition for larger British investment in the Delta and might have accelerated land consolidation as early as the territorial era.

3.2 Case Study, J. Thompson, 1821- 1826

An important component for estimating the extent to which international norms influenced local financial strategies is by assessing localized and regional private lending and debt recovery practices.

Jonathan Thompson's financial profile as well as his plantation operations in this context are useful. A native of Massachusetts, Thompson as planter and lawyer operated out of Natchez, Mississippi. He confined his borrowing to relatives and friends and to a regional/local framework in which available funds were channeled back into the locality without recourse to larger lenders in international markets. His two major preferred creditors on whom he relied, James L. Trask and Winthrop Sargent, received substantial sums and maintained communication with their commission merchants in Liverpool. James L. Trask maintained a working relationship with Brown Brothers and Company in New York City (1842-1853), James and William Brown of Liverpool, England (1818-1834) to whom he also shipped his cotton, as well as the related offices of Brown, Shipley and Company of Liverpool, England (1839-1849). Trask's ties were not limited to those in Liverpool and New York; Byrne, Hermann & Company of New Orleans (1835- 1866), Reynolds, Byrne, and Company of New Orleans (1827-1857) were also used. Ex-governor Winthrop Sargent also maintained strong ties to Liverpool merchants Barclay & Salked. In contrast, Thompson's lending patterns suggest, as does his overall profile, that he sought to avoid indebtedness with merchants.12

[24] John Armstreet to James Hoggatt, 1801, Deed, Book B, Adams County Office of Records, Natchez, Mississippi.
[25] Claire Priest, *Credit Nation: Property laws and Institutions in Early America* (Princeton University Press, 2021).
[26] Ibid, 144.

The debt cases filed on behalf of Thompson's estate confirm that he had access to large credit resources within the region, that his operations were firmly fixed within a local credit network, evidenced by the many promissory notes he held, and that his ability to obtain credit at the regional level facilitated the local market. Thompson's business dealings included purchases and sales of his Natchez urban real estate as well. Despite being heavily in debt, and carrying several plantation mortgages, there is no indication that any of his property in land or slaves were exposed to judicial seizure by creditors.

An absence of juridical obstacles to asset seizures in Louisiana and Mississippi characterized the region, leading mid-tier planters such as Jonathan Thompson to use debt strategically. Thompson utilized his planter partnership to expand operations, lent funds to those further down the financial ladder, and leased plantations. Though heavily in debt, the small sub-set of his network made up of eastern family and friends remained his preferred lenders; at no time do the records document an attachment or unlawful seizure of assets. Evidence in this period suggests that out-of-state creditors continued to pre-emptively seized property.[27]

By comparison, there existed a "protectionist attitude among leading commercial operatives" in Charleston, South Carolina with local merchants adhering to discharge laws set by the Commons House. These laws centered on bonds that enabled preferred lenders to collect the value of the bond, plus interest. Local creditors acted together typically, with discharge laws only rarely extending the routine benefits of the court system to enjoin or include outside creditors.[28] Conversely, it was the distant, metropolitan creditor who had the advantage in the Lower Mississippi Valley.

4 Conclusion

The metropolitan world certainly intruded on the periphery and responses from the margins varied widely. In this case, however, many Lower Mississippi Valley planters and merchants were aided by a legal evolution that was broad and national in scope and which favored commercial practice. In this context, "preferences" structured some of the chains between merchants across space. Preferences also helped to diversify local market activity. A few individual merchants in the Delta responded by vertically integrating plantation and mercantile operations.

Indeterminate sovereignty, that is, the repetitive changes in imperial ownership of the Delta, and its multiple borderlands were decisively influenced by outside capital. Conflicts over commerce and credit in the Delta's courtrooms decided not only issues of liability but placed pressure to conform to financial terms set in outside regions. Thus, despite accommodations made by the Jeffersonian administration toward French custom in the period after the Louisiana Purchase (1803), the Delta's Supreme Court judges nurtured an atmosphere of ambiguity, contradiction, and repetitiveness. Judges, many of them from eastern cities, either upheld, outright the precedents of out-of-state investors, or more subtly helped maintain the ambiguities inherent in a "mixed" legal landscape, reserving for merchant-capitalists the opportunity to repeatedly re-litigate the same types of issues.

---

[27] *John Henderson, Deposition, November 20, 18181, Peter Tiernan, Jessee Cook v. Alexander Cranston & Company, Andrew Alexander, 1820, Natchez Historic Foundation, Natchez, Mississippi.*

[28] Michael Woods, "The Culture of Credit in Colonial Charleston," *The South Carolina Historical Magazine*, 99:4 (October 1998), 369.

Capital and credit in the territorial and early statehood periods aided in the establishment of repeatable routines, whatever their origins—from the blossoming of the mortgage, the distribution of assets during an insolvency, to the proliferation of unsecured promissory notes in the informal secondary economy of credit.