

INDENTURE TRIPARTITE,

BETWEEN

Her MAJESTY QUEEN ANNE,

AND THE

Two *EAST-INDIA* COMPANIES,

F O R

Uniting the said Companies.

Dated the 22d of *July*, 1702.

THIS INDENTURE TRIPARTITE, made the Two Indenture
and Twentieth Day of *July*, in the Year of Our Lord, One Thousand Tripartite,
Seven Hundred and Two, and in the First Year of the Reign of Our Queen and
Sovereign Lady, *Anne*, by the Grace of God, of *England, Scotland, France,* Two Com-
and *Ireland*, Queen, Defender of the Faith, &c. Between Our said Sovereign panies.
Lady, the Queen's most excellent Majesty, of the First Part; The Governor and
Company of Merchants of London, Trading into the East-Indies, of the Second Part;
and The English Company, Trading to the East-Indies, of the Third Part. Whereas Recital that
The said Governor and Company of Merchants of London, Trading into the East- the Governor
Indies,

and Company, being possessed of £315000 in the General Society; and, in Right thereof, entitled to £25200 per Annum, in the Fund.

Indies, being possessed of Three Hundred and Fifteen Thousand Pounds, in the Principal Stock of the Corporation of The General Society, entitled to the Advantages given by an Act of Parliament, for advancing a Sum, not exceeding Two Millions, for the Service of the Crown of England, as Part of the said Sum of Two Millions, which Corporation was made, and created, by His late Majesty, King William the Third, of blessed Memory, pursuant to an Act of Parliament, made in the Ninth Year of His Reign, entitled, *An Act for raising a Sum, not exceeding Two Millions, upon a Fund for Payment of Annuities, after the Rate of Eight Pounds per Cent. per Annum, and for settling the Trade to the East-Indies*, and being, in Right thereof, entitled to Twenty-five Thousand and Two Hundred Pounds per Annum, Part of the yearly Fund of One Hundred and Sixty Thousand Pounds, settled by the said Act of Parliament, and to a proportionable Part of the Trade, and other Benefits, granted by the said Act.

The English Company (entitled to £162000 Capital Stock, and £13200 per Annum in the Fund,

AND The said *English Company, Trading to the East-Indies*, erected in pursuance of the said Act of Parliament, being possessed of a Capital Stock, amounting to the Sum of Sixteen Hundred and Sixty-two Thousand Pounds, other Part of the said Sum of Two Millions, and being, in Right thereof, entitled to One Hundred Thirty-two Thousand Nine Hundred and Sixty Pounds per Annum, other Part of the said Fund of One Hundred and Sixty Thousand Pounds per Annum, and to a proportionable Part of the Trade, and other Benefits, granted by the said Act, they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and The said *English Company, Trading to the East-Indies*, for the better obviating all future Disputes and Controversies between them: And to the Intent that the Trade to the *East-Indies*, and other the Parts and Places, in and by the said Act particularly mentioned and described, in respect of the said respective Sums of Three Hundred and Fifteen Thousand Pounds, and Sixteen Hundred Sixty-two Thousand Pounds, may hereafter be carried on

to

to the best Advantage, with Regard to the Honour and Profit of this Kingdom, as well as of the Persons and Corporations, having a Right thereunto, have mutually agreed and concluded, that The *Governor and Company of Merchants of London, Trading into the East-Indies*, shall and may purchase, and have transferred to them, at the Rate, and on the Terms herein after-mentioned, from the Members of The said *English Company, Trading to the East-Indies*, so much of their Capital Stock aforesaid as, together with the said Stock of Three Hundred and Fifteen Thousand Pounds, will make the Property of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, equal to the Property which will then remain to the other Members of The said *English Company, Trading to the East-Indies*, as well of and in the said Capital Stock, and Fund, as in the Right of trading to the *East-Indies*, and other the Parts aforesaid; and that the whole Trade, Traffick and merchandizing, which shall or may be carried on, during the Term of Seven Years, to be reckoned from the Date of this present Indenture, to and from the *East-Indies*, and other the Parts within the Limits, in the said Act laid down, specified and described, for or in respect of the said several Stocks of Three Hundred and Fifteen Thousand Pounds, and Sixteen Hundred Sixty-two Thousand Pounds, which are hereby agreed to be united, as herein after is mentioned, amounting together to Nineteen Hundred Seventy-seven Thousand Pounds, or for or in respect of the said Annuities, amounting to Twenty-five Thousand Two Hundred Pounds per Annum, and One Hundred Thirty-two Thousand Nine Hundred and Sixty Pounds per Annum, and making in the Whole One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds per Annum, which are also hereby agreed to be united, as herein after is mentioned, shall be for the Benefit and Behoof of all the Members of The said *English Company, Trading to the East-Indies*, proportionable to their Shares in the said Capital or Principal Stock thereof.

AND that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall and may have a Right and Power, equal to the Rest of the

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Members

To obviate all future Disputes, &c. both Companies agree, that the Governor and Company shall purchase, of the English Company, so much as will make each Company's Share equal to the other:

The whole Trade to be carried on for 7 Years, in respect of the said Stocks, which are to be united, for the Benefit of all the Members of the English Company.

The said Governor and Company

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shall have a Power, equal to the Rest of the Members of the English Company, in the said Trade for 7 Years, and at the End of 7 Years to be carried on solely by the English Company.

Members of The said *English Company, Trading to the East-Indies*, in the Direction, Management, and carrying on of the said Trade, during the said Term of Seven Years, according to the Method herein after prescribed, and the several Provisions herein after made, and contained, for that Purpose; and that after the End or Expiration of the said Term of Seven Years, the whole Trade to the *East-Indies*, and other the Parts within the Limits aforesaid, for or in respect of the said Capital Stock of Nineteen Hundred Seventy-seven Thousand Pounds, and for and in respect of the said Annuities, amounting to One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds *per Annum*, shall for ever, subject to the Redemption of the said Fund by Parliament, be wholly managed and carried on by The said *English Company, Trading to the East-Indies*, by whatsoever Name the same shall then be called, according to their Charter, bearing Date the Fifth Day of *September*, in the Tenth Year of His said late Majesty's Reign, and not otherwise; which Agreement Her Majesty doth hereby approve of.

The English Company covenant to sell and transfer, to the Governor and Company, £673500 Capital Stock;

Now this Indenture witnesseth, that The said *English Company, Trading to the East-Indies*, for the same Company and its Successors, for and in Consideration of the Rate, or Sum of Money, herein after agreed to be paid to them, by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for the Stock to be to them transferred, as herein after is mentioned; and for divers other good Causes and Considerations, The said *English Company*, hereunto moving, hath covenanted, granted, concluded and agreed, and, by these Presents, doth covenant, grant, conclude and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, that The said *English Company, Trading to the East-Indies*, and their Successors, shall and will cause, and procure, the several Members of the same Company, or some of them, having, and which at the Time, or respective Times of making the Sales, Assignments, and Transferences, herein after mentioned,

mentioned, shall have sufficient Share or Shares, and Interests, in the aforesaid Capital Stock and Fund of The said *English Company*, for that Purpose, to sell, transfer and assign, in due Form of Law, and according to the Method prescribed by the said Charter, bearing Date the said Fifth Day of *September*, in the Tenth Year of the Reign of the said late King *William the Third*, or herein directed unto The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and to their Successors, in their Politick Capacity, Six Hundred Seventy-three Thousand Five Hundred Pounds, Part of the present Capital and Principal Stock of The said *English Company, Trading to the East-Indies*, exclusive of their present Additional Stock; and in Right thereof, Fifty-three Thousand Eight Hundred and Eighty Pounds *per Annum*, Part of their said yearly Fund of One Hundred Thirty-two Thousand Nine Hundred and Sixty Pounds, and all Benefit, in respect of the future Trade to the *East-Indies*, and other the Parts and Places aforesaid, or otherwise howsoever (except as is herein after excepted) arising by, or attending such Part or Proportion of the said Capital Stock and Fund, so to be sold, transferred and assigned, as aforesaid; so as The said *Governor and Company of Merchants of London, Trading into the East-Indies*, do, from Time to Time, at and before the making of every such Transfer or Assignment, well and truly pay, or cause to be paid, to The said *English Company, Trading to the East-Indies*, or to such Person or Persons as they, in a General Court of the same Company, shall, from Time to Time, appoint to receive the same, so much Money as the said Capital Stock, that shall be so transferred, shall amount unto, being computed after the Rate of One Hundred Pounds in Money, for every Hundred Pounds of the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, Capital Stock, and in that Proportion for greater or less Quantities: And that the said Six Hundred Seventy-three Thousand Five Hundred Pounds, Capital Stock, and other the Benefits aforesaid (except as herein is excepted) shall be assigned and transferred to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, upon their Payment for the same,

the Governor and Company paying for the same £100 for £100.

The said Fourth Part to be transferred on the 25th of July, 1702; another

Fourth Part on the 29th of September next; another Fourth Part on the 25th of March, 1703; and the remaining Fourth Part on the 29th of September, 1703.

same, as aforesaid, by such Proportions, at such Times, and in such Manner, as is herein after-mentioned (that is to say) the First Fourth Part thereof shall be transferred and assigned, as aforesaid, on the Five and Twentieth Day of July, One Thousand Seven Hundred and Two; One other Fourth Part thereof on the Twenty-ninth Day of September next; One other Fourth Part thereof on the Five and Twentieth Day of March, which will be in the Year of Our Lord Christ, One Thousand Seven Hundred and Three; and the remaining Fourth Part thereof on the Nine and Twentieth Day of September, which will be in the said Year of Our Lord, One Thousand Seven Hundred and Three; and that the Books of The said *English Company, Trading to the East-Indies*, shall, on the said Days and Times, hereby appointed for making the said Transfers or Assignments, lie open, and the proper Officers shall give their Attendance, that the same may be made accordingly: Provided always, and it is hereby agreed and declared, that The said *English Company, Trading to the East-Indies*, shall be entitled unto, and take and receive to the Use and Behoof of the Proprietors of the present Additional Stock thereof, their Executors and Assigns, exclusive of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, all the Arrears of the said Annuities, belonging to such Capital Stock, so transferred, with a proportionable Part of the said Annuities, for the Quarter, or Term of Payment for the same, not then incurred, to be computed by the Day, until the respective Times such Transfers shall be made; and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, have concluded and agreed, and do covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and their Successors, by these Presents, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall and will purchase, buy, accept and take, at the Rate, and in the Manner, and at the Times aforesaid, from the Members of The said *English Company, Trading to the East-Indies*, who shall, by the Direction of a General Court of The said *English Company, Trading to the East-Indies*, transfer and assign the same,

The English Company to receive the Arrears of the Annuity until the said Stock is transferred:

The Governor and Company agree to accept the Transfers of the said Stock and pay for the same.

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the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, in the said Capital Stock of The said *English Company*, and a proportionable Part of the Fund, and Right of trading, and other Benefits attending the same, exclusive of the present Additional Stock of The said *English Company*, and shall and will, at and before the making such Transfers and Assignments, respectively pay for the same, unto The said *English Company, Trading to the East-Indies*, or to such Person, or Persons, as they, in their General Court, shall, from Time to Time, appoint to receive the same, at or in *Skinners-Hall, London*, the several Sums of Money following; that is to say, the Sum of One Hundred Sixty-eight Thousand Three Hundred Seventy-five Pounds on the Five and Twentieth Day of July, One Thousand Seven Hundred and Two; the Sum of One Hundred Sixty-eight Thousand Three Hundred Seventy-five Pounds on the Twenty-ninth Day of September next; the Sum of One Hundred Sixty-eight Thousand Three Hundred Seventy-five Pounds on the Twenty-fifth Day of March, in the Year of Our Lord, One Thousand Seven Hundred and Three; and the Sum of One Hundred Sixty-eight Thousand Three Hundred Seventy-five Pounds on the Twenty-ninth Day of September, in the said Year of Our Lord, One Thousand Seven Hundred and Three; without Fraud or further Delay, and without any Deduction or Abatement whatsoever, upon any Account or Pretence whatsoever; which said several Sums, so agreed to be paid by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall be for the sole Use, and Benefit, of the Proprietors of the said present Additional Stock of The said *English Company, Trading to the East-Indies*, their Executors and Assigns, or to the Use and Behoof of such Person, and Persons, as The said *English Company*, have or shall direct, appropriate or appoint the same: Provided always, and it is hereby mutually agreed, by and between the said *Two Companies*, that the necessary Charges of making the Assignments, or Transferences, of the said Six Hundred Seventy-three Thousand Five Hundred Pounds, Capital Stock, and of all Taxes and Assessments, in respect

The Charges of making the said Transfers, &c. to be borne equally by both Companies.

of

of such Transfers, shall be equally and indifferently borne by each of the said Companies, Part and Share alike.

The £315000 Capital Stock, of the Governor and Company, united to the Capital Stock of the English Company.

AND it is hereby declared, and agreed, to be the equal Desire, and the true Intent and Meaning, as well of The said Governor and Company of Merchants of London, Trading into the East-Indies, as of The said English Company, Trading to the East-Indies, that the said Capital and Principal Stock of Three Hundred and Fifteen Thousand Pounds, now belonging to The said Governor and Company of Merchants of London, Trading into the East-Indies, shall and may be forthwith united, and joined, to and with the said Capital and Principal Stock of The said English Company, Trading to the East-Indies, and made Part of their Capital and Principal Stock for the future; and the same is hereby united and joined to, and made Part thereof accordingly, to the Intent that The said Governor and Company of Merchants of London, Trading into the East-Indies, may, by Virtue of the same, and the Transferences agreed to be made as aforesaid, have Nine Hundred Eighty-eight Thousand Five Hundred Pounds, in the said Capital Stock of The said English Company, and thereby become entitled unto a Share, equal to all the Shares of all the Rest of the Members of The said English Company, as well in the said Capital Stock, and Fund, as of and in the said Trade, and other Benefits arising by the said Act, by Reason thereof, and may from henceforth trade in the Joint Stock of The said English Company, and as a Member of the same.

The Governor and Company covenant to do any other Act, for the more effectual uniting the same.

AND The said Governor and Company of Merchants of London, Trading into the East-Indies, do hereby covenant and agree, to and with The said English Company, Trading to the East-Indies, to do any other or further Act, for the more effectual uniting, and joining, their said Stock of Three Hundred and Fifteen Thousand Pounds, and the Annuities and Right of trading, thereunto belonging, unto the said Capital Stock, Annuities, and Right of trading, of The said English Company, Trading to the East-Indies, as shall be reasonably required, or desired, by The said English Company.

AND

AND The said English Company, Trading to the East-Indies, do hereby agree, to and with The said Governor and Company of Merchants of London, Trading into the East-Indies, to call a General Court, and do any other reasonable Act, for the uniting the said Capital Stocks, and admitting The said Governor and Company of Merchants of London, Trading into the East-Indies, to be a Member of The said English Company, as shall be reasonably required, and desired, by The said Governor and Company of Merchants of London, Trading into the East-Indies.

The English Company the like.

AND The said Governor and Company of Merchants of London, Trading into the East-Indies, to the End they may be the better enabled, and capacitated, to comply with, and perform, all the Covenants and Agreements, on their Part and Behalf, in these Presents contained, to be performed, and particularly, that the United Trade, hereby intended to be managed, during the said Term of Seven Years, may be kept upon an equal Foot, do hereby covenant and grant, to and with The said English Company, Trading to the East-Indies, that they, The said Governor and Company of Merchants of London, Trading into the East-Indies, shall and will, from Time to Time, and at all Times, during the said Term of Seven Years, preserve and keep entire to themselves, in their Politick Capacity, the full and whole Right, and Property, of all the said Stock, by them to be purchased, as aforesaid, amounting to the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, as also their said Stock of Three Hundred and Fifteen Thousand Pounds, hereby united, or agreed to be united, to the Capital Stock of The said English Company, as aforesaid, and the Right, and Property, of the proportional Parts of the said yearly Fund, and Right of trading, attending the same Stock, and shall not, at any Time, or Times, before the End of the said Term of Seven Years, assign, transfer, or part with, but shall, during the said whole Term, be disabled, and accordingly do hereby agree to be disabled, to assign, transfer, or part with the same Stock, Fund, or Right of trading, or any Part thereof, from their Body Politick,

The Governor and Company for 7 Years, to keep all their Stock in their Politick Capacity, and not to transfer it to their particular Members.

unto

unto or amongst their Members, or any of them, or to or amongst any other Person or Persons whatsoever.

The Dead Stocks of both Companies valued at £400000, viz. That of the Governor and Company at £330000, and that of the English Company at 170000.

To be vested in the English Company, for the Benefit of the United Trade, and be accepted and taken as £400000, towards the New Additional Stock, agreed to be advanced.

AND whereas, it hath been, and is fully concluded and agreed, by and between both the said Companies, that the Dead Stocks of both the said Companies, mentioned in a Deed indented, made under the Common Seals of both the said Companies, bearing even Date with these Presents, declaring the Particulars of each of the said Companies Dead Stock, shall be valued at Four Hundred Thousand Pounds Sterling, viz. The Dead Stock of The said Governor and Company of Merchants of London, Trading into the East-Indies, at Three Hundred and Thirty Thousand Pounds, and the Dead Stock of The said English Company, Trading to the East-Indies, at Seventy Thousand Pounds; and that both the said Dead Stocks shall be vested in The said English Company, for the Use, Benefit, and Behoof, of the future United Trade of the same Company, and of all the Members thereof, concerned in the same future United Trade, and shall be accepted, and taken for, and as Four Hundred Thousand Pounds, towards the intended New Additional Stock of The said English Company, Trading to the East-Indies, herein after mentioned, or agreed to be advanced, for carrying on the said United Trade thereof; that is to say, for and as Two Hundred Thousand Pounds thereof paid towards the said New Additional Stock, by, and on the Account of The said Governor and Company of Merchants of London, Trading into the East-Indies, as One Member of The said English Company; and for and as Two Hundred Thousand Pounds paid towards the said New Additional Stock, by, and on the Account of the Rest of the Members of The said English Company, Trading to the East-Indies, exclusive of The said Governor and Company of Merchants of London, Trading into the East-Indies, and that therefore The said English Company, Trading to the East-Indies, shall pay unto The said Governor and Company of Merchants of London, Trading into the East-Indies, the Sum of One Hundred and Thirty Thousand Pounds, of lawful Money of England, to make the Share and Interest of the Rest of the Members

Members of The said English Company, exclusive of The said Governor and Company of Merchants of London, equal with the Share of The said Governor and Company, of and in the said Dead Stocks.

THEREFORE, it is hereby further concluded and agreed, by and between both the said Companies, and The said Governor and Company of Merchants of London, Trading into the East-Indies, for the same Company, and their Successors, do hereby covenant, promise, and agree, to and with The said English Company, Trading to the East-Indies, and their Successors, that The said Governor and Company of Merchants of London, at the same Time as the afore-mentioned First Fourth Part of the said Capital, or Principal Stock, of Six Hundred Seventy-three Thousand Five Hundred Pounds, shall be transferred and assigned to them, The said Governor and Company, as aforesaid, shall and will, at the equal Costs and Charges of both the said Companies, by Indenture of Bargain and Sale, to be enrolled in Her Majesty's High Court of Chancery, for the Considerations to be therein and herein after mentioned, well and sufficiently convey and assure unto The said English Company, and their Successors, with reasonable and usual Covenants, in that Behalf, all and every the Ports, Islands, Plantations, Territories, Castles, Forts, and Fortifications whatsoever, together with the Ordnance, Armour, Artillery, Ammunition, Arms, Guns, Magazines, Stores, Provisions, and Habilliments of War whatsoever, to the same, or any of them belonging; and all and every the Manors, Lordships, Messuages, Lands, Tenements, Rents, Revenues, Hereditaments, Plate, Furniture, and other Matters and Things whatsoever, both at Home and Abroad, in the said Deed indented, made under the Common Seals of both the said Companies, specified to be the Dead Stock of The Governor and Company of Merchants of London, Trading into the East-Indies; and all the Estate, Right, Title and Interest of them, The said Governor and Company of Merchants of London, of, in, and to the same, to have and to hold all and every the said Ports, Islands, Plantations, and other the Premises, so to be conveyed and assured, as aforesaid, unto The said English Company, Trading

The Governor and Company are to convey their Dead Stock to the English Company.

to the *East-Indies*, and their Successors, in such Manner, and as fully, and beneficially, as The said *Governor and Company of Merchants of London, Trading into the East-Indies*, now have, or might have had, held, and enjoyed the same, if these Presents had not been made, or such Conveyance executed, subject nevertheless to the Agreements, in these Presents contained, concerning the same.

And the said English Company to pay to them £130000.

AND The said *English Company, Trading to the East-Indies*, for the same Company, and their Successors, do hereby covenant and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, that The said *English Company, Trading to the East-Indies*, shall and will, at the Time of the Execution of such intended Indenture of Bargain and Sale, as aforesaid, well and truly pay, or cause to be paid, to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for and towards the Consideration thereof, the full Sum of One Hundred and Thirty Thousand Pounds, of lawful Money of England, without any Deduction or Abatement whatsoever, being the full Part and Share, agreed as aforesaid, to be paid for the same, by the Members of The said *English Company*, exclusive of The said *Governor and Company*.

And the English Company to stand seized of the said Dead Stock, and of their own Dead Stock, for the Benefit of the United Trade.

AND it is mutually granted, declared, and agreed, by and between the said Companies, and The said *English Company, Trading to the East-Indies*, for the same Company, and their Successors, doth hereby covenant, grant, declare, and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, that from and after the executing the said intended Indenture of Bargain and Sale, of the said Dead Stock, by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, The said *English Company, Trading to the East-Indies*, and their Successors, for and notwithstanding any Act or Thing by them done, or to be done, to the contrary, shall and will stand seized, and be possessed, as well of the said Dead Stock, so to be conveyed by The said *Governor and Company of Merchants* of

of London, Trading into the *East-Indies*, as of the present Dead Stock of The same *English Company*, specified in the said Deed, under the Common Seals of both the said Companies, to be the Dead Stock of The *English Company, Trading to the East-Indies*, to the Use and Behoof of The said *English Company, Trading to the East-Indies*, and for the Benefit and Advantage of all the Members thereof, who shall be concerned in the said intended United future Trade, according to their respective Shares and Interests in the said Capital Stock, as well during the said Term of Seven Years as for ever afterwards.

AND it is agreed between the said *Two Companies*, that upon executing the said intended Indenture of Bargain and Sale, by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall have Credit in the Books, for the said intended United Trade, for the Sum of Two Hundred Thousand Pounds, as so much paid in by them, by the said Dead Stock, towards the New Additional Stock of The said *English Company*; and likewise that the Rest of the Members of The said *English Company, Trading to the East-Indies*, exclusive of The *Governor and Company of Merchants of London*, shall, at the same Time, and in like Manner, have Credit in the same Books, for the like Sum of Two Hundred Thousand Pounds, as so much paid in for them, by the said Dead Stocks, towards the said New Additional Stock: Provided always, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, and Assigns, shall and may demand, take, receive, and enjoy, all and every the Rents, Issues and Profits whatsoever, of all and every, or any the said Premises, so to be conveyed, and assured, as aforesaid, which, at the Date hereof, remain, or are in Arrear, due and unpaid to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for the separate and only Use, and Benefit, of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors and Assigns, and who are to pay and discharge all Charges, incident thereto, until the Date hereof:

Provided

The Governor and Company to receive the Arrears of Rents, Profits, &c. of their Dead Stock, and pay all Charges thereon, to the Date hereof.

And to have
the Use of
their Dead
Stock at
Home for 7
Years.

Provided also, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall and may, during the whole Space of Seven Years, from the Date hereof, retain, keep, have, hold, and enjoy, all and every their Dead Stock, within the Kingdom of *England*, to and for the separate and only Use, and Benefit, of The said *Governor and Company of Merchants of London, Trading into the East-Indies*; but, from and immediately after the End of the said Seven Years, shall yield up and deliver the same, to and for the Use of The said *English Company*.

Her Majesty
confirms the
English Com-
pany's Char-
ter of 5th
September,
1698.

AND whereas Her Majesty's Intent is, that The said *English Company, Trading to the East-Indies*, as well during the said Term of Seven Years as after the Expiration thereof, in all future Times, for ever (unless the same be determined upon Redemption of the said Fund by Parliament) shall, by such Name, or Names, as are herein after mentioned, continue, remain, and be a Corporation and Body Politick, and shall not be determined, or made void, by the Alterations of the Methods of managing the said Trade to the *East-Indies*, or other the Parts aforesaid, made by these Presents, during the said Term of Seven Years, nor by any other Matter or Thing whatsoever, in these Presents contained, or to be done, or executed, in pursuance hereof: Our said Sovereign Lady the Queen, hath therefore, of Her special Grace, certain Knowledge and mere Motion, ratified, approved, and confirmed, and doth, by these Presents, ratify, approve, and confirm, the said Body Politick and Corporate, which, by the said Charter, bearing Date the said Fifth Day of *September*, in the Tenth Year of said late Majesty's Reign, pursuant to the said Act of Parliament, was created, erected, settled, and established, and which, in the Charter last mentioned, is called by the Name of The *English Company, Trading to the East-Indies*: And Her Majesty doth hereby, for Herself, Her Heirs and Successors, grant to The said *English Company, Trading to the East-Indies*, and their Successors, that the same Body Politick and Corporate shall, by such Name, or Names, as are

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herein after mentioned, continue in Deed and in Name for ever (subject nevertheless to be determined upon Redemption of the said yearly Fund by Parliament) and shall, from Time to Time, consist of such Persons, and Corporations, as are or shall be Members of the same, by Virtue of the Act of Parliament and Charter last mentioned, or either of them, and of such other Persons, and Corporations, as are or shall be lawfully admitted into The said *English Company*, as Members of the same, pursuant to the same Act and Charter, or either of them, or by Virtue of these Presents, any Alteration in the Powers, Directions or Methods, for carrying on the said Trade, or any other Matter, Cause or Thing whatsoever, in these Presents contained, to the contrary notwithstanding.

AND Our said Sovereign Lady, the Queen, doth also, by these Presents, signify and declare Her Pleasure to be, and doth, for Herself, Her Heirs and Successors, grant, and the *Two Companies*, before-mentioned, do also mutually agree, each one of them, to and with the other of them, by these Presents, that from Time to Time, and at all Times, during the said Term of Seven Years, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall and may be, and remain, a Corporation and Body Politick, and shall separately hold, and have Power to hold, the General Courts, for the same Company, from Time to Time, and shall choose, and have Power to choose, from Time to Time, a Governor, Deputy-Governor, and Twenty-four Committees, of and in the same Company, and shall appoint, and have Power to appoint, their proper Sub-Committees, from Time to Time, as also their Treasurer, for receiving the Monies, arising from their present Stock in Trade, and any other Monies whatsoever, which shall separately belong to, or be to be received by the same Company; all which shall be done and performed, according to such Qualifications, and by such Number of qualified Votes, and according to such Rules, and Directions, as they might have done before the executing of these Presents:

T t t

And

The Governor and Company to remain a Corporation for 7 Years, and may separately hold General Courts, &c. and do their own separate Business.

And that The said Governor and Company of Merchants of London, Trading into the East-Indies, and all and every the Members of the same, and their said General Courts, Committees and Sub-Committees, and all their Officers, Agents and Servants respectively, during the said Term of Seven Years, shall do, execute and perform, and have Power to do, execute and perform, all and every such Acts, Matters and Things whatsoever, which to them respectively do or shall appertain to be done, executed or performed, in or for the Recovery, getting Home, dividing, apportioning and applying, to and amongst their own Members, all and every the Debts, Goods, Merchandizes, and the other Stock in Trade, now properly belonging to The said Governor and Company of Merchants of London, Trading into the East-Indies, in England, in India, or elsewhere, other than the Dead Stock of The said Governor and Company, mentioned in the said Deed, under the Common Seals of both the said Companies, and agreed to be conveyed to The said English Company, as aforesaid, and the real Effects and Proceed of the same, and in and for the discharging and paying off their own proper Debts, and in and for the buying, selling, transferring and assigning the Shares, Actions, and Interests, of the Members of The said Governor and Company, last mentioned, in the Books thereof, and in the Form and Method now usually practised, and in and for the raising, and furnishing, such Supplies of Money as, by the Company, last mentioned, are to be furnished, towards the carrying on the United Trade, during the said Term of Seven Years, in pursuance of this Indenture, and in and for the overseeing the Doings, and Neglects, of the Managers, which, in pursuance thereof, are to be by them indifferently choien, and intrusted, to carry on the said United Trade, and generally in and for all Affairs and Business whatsoever, relating only to The said Governor and Company of Merchants of London, Trading into the East-Indies, as fully, freely and effectually, and in such like Manner and Form as they, and every of them, in their proper Places and Stations respectively, might have done, executed or performed, or ought to have done, executed or performed, if this present Indenture

had

And raise the Money, to be by them furnished, towards carrying, on the United Trade, &c.

had not been made, the Management of the said United Trade, during the said Term of Seven Years, and all Matters and Things whatsoever, which are to be done, executed or performed, by the Joint Concurrence of the said Two Companies, or by the Managers for the United Trade of The said English Company, Trading to the East-Indies, or any Number of them, or in any other Manner or Form, in pursuance of this present Indenture, or any the Powers, Directions, Agreements, or Clauses, therein contained, only and always excepted and foreprized.

AND in like Manner, from Time to Time, and at all Times, during the said Term of Seven Years, The said English Company, Trading to the East-Indies, and their Successors, shall and may be, and remain, a Corporation and Body Politick, and shall separately hold, and have Power to hold, the General Courts of the said Company, from Time to Time, and shall choose, and have Power to choose, from Time to Time, the full Number of Twenty-four Directors, of and in the same Company, and shall appoint, and have Power to appoint, from Time to Time, their Treasurer or Cashier, for receiving the Monies, arising from their present Stock in Trade, and any other Monies whatsoever, which shall separately belong to, or be to be received, by The said English Company, other than what, by the true Intent and Meaning of these Presents, is to belong to The said Governor and Company, in common with the other Members of The said English Company, all which shall be done and performed, according to such Qualifications, and by such Number of qualified Votes, and according to such Rules and Directions, as they might have done, before the executing of these Presents: And that The said English Company, Trading to the East-Indies, and all and every the Members of the same, and their said General Courts and Directors, and all their Sub-Committees, Officers, Agents and Servants respectively, during the said Term of Seven Years, shall do, execute and perform, and have Power to do, execute and perform, all and every such Acts, Matters and Things whatsoever,

The English Company the like Powers.

whatsoever, which to them respectively do, or shall appertain to be done, executed or performed, in or for the Recovery, getting Home, dividing, apportioning and applying, to and amongst their own Members, exclusive of The Governor and Company of Merchants of London, Trading into the East-Indies, all and every the Debts, Goods, Merchandizes, and other Stock in Trade, Effects and Estate, now properly belonging to The said *English Company, Trading to the East-Indies, in India, England, or elsewhere*, and the real Effects and Proceed of the same, other than the Dead Stock of The said *English Company*, mentioned in the said Deed, under the Common Seals of both the said Companies, and in and for the discharging and paying off their own proper Debts; and in and for the buying, selling, transferring and assigning the Shares, Actions and Interests, of the Members of The said *English Company*, in the Books thereof, and in the Form and Method now usually practised, or hereby directed, and in and for the raising, and furnishing, such Supplies of Money as, by the Members of The said *English Company*, exclusive of The said Governor and Company, are to be furnished, towards the carrying on the United Trade, during the said Term of Seven Years, in pursuance of this Indenture; and for dividing and apportioning the Shares of the Rest of the Members of The said *English Company, Trading to the East-Indies*, exclusive of the Shares of The said Governor and Company of Merchants of London, Trading into the East-Indies, of and in the Profits of the said United Trade, unto and amongst such Members respectively, and in and for the overseeing the Doings, and Neglects, of the Managers, which, in pursuance hereof, are to be by them indifferently chosen, and intrusted, to carry on the said United Trade, and generally in and for all Affairs and Business whatsoever, relating to The said *English Company, Trading to the East-Indies*, as fully, freely and effectually, and in such like Manner and Form as they, and every of them, in their proper Places and Stations respectively, might have done, executed or performed, or ought to have done, executed or performed, if this present Indenture had not been made; the Management of the said United Trade, during

during the said Term of Seven Years, and all Matters and Things whatsoever, which are to be done, executed or performed, by the Joint Concurrence of the said Two Companies, or by the Managers, for the said United Trade, of The said *English Company*, or any Number of them, or in any other Manner and Form, in pursuance of this present Indenture, or any the Powers, Directions, Agreements or Clauses, herein contained, only and always excepted and foreprized.

And it is likewise hereby agreed, expressed, signified and declared, and it is the true Intent and Meaning of both the said Companies, that The said Governor and Company of Merchants of London, Trading into the East-Indies, and their Successors, and their Share and Interest in the said Capital Stock and Fund, and in the New Additional Stock and Trade, and the Profits and Dividends thereof, and all the Possessions, Goods, Merchandizes, Debts, Credits, Shares, and other Estate, to The same Governor and Company belonging, or hereafter to belong, except such Part of their Dead Stock as is hereby agreed to be conveyed to The *English Company*, for the Benefit of the Rest of their Members, exclusive of The said Governor and Company, shall be subject and liable, and accordingly are hereby subjected and made liable, to all such Debts, Accounts, Duties and Demands whatsoever, as The said Governor and Company of Merchants of London, Trading into the East-Indies, do now owe, or are chargeable with, or, at any Time or Times hereafter, shall separately owe, or be charged or chargeable with, to any Person or Persons, Bodies Politick or Corporate whatsoever, in England, India, China, or elsewhere, and to indemnify The said *English Company, Trading to the East-Indies*, and their Effects and Estates, and the said United Stock and Trade, of and from the same.

And The said *English Company, Trading to the East-Indies*, and their Successors, and their Share and Interest in the said Capital Stock and Fund, and in the New Additional Stock and Trade, and the Profits and Dividends thereof, and all the Possessions, Goods, Merchandizes, Debts, Credits,

The Capital and Additional Stock of the Governor and Company made liable to their Debts, &c.

The Capital Stock of the English Company made liable to the Debts, &c.

Credits, and other Estate, to The same *English Company* belonging, or hereafter to belong, except the Shares, and Interests, which The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall have therein, shall be subject and liable, and accordingly are hereby subjected and made liable, to all such Debts, Accounts, Duties and Demands whatsoever, as The said *English Company* do now owe, or are chargeable with, or shall hereafter owe, or be charged or chargeable with, in respect of their present Additional Stock, or otherwise howsoever, except on the Account of the said United Trade, or the Management thereof, or upon Account of any Covenants in their said Charter, of which there shall be any Breach, after the Date hereof, to any Person or Persons, Bodies Politick or Corporate whatsoever, in *England, India, China*, or elsewhere, and to indemnify The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Effects and Estates, and the said United Stock and Trade, of and from the same; and that the particular Members of both, and either of the said *Two Companies*, in their private and personal Capacities, shall be liable, so far forth as, by the said Act of Parliament, they are made liable, in case of such Dividends as are therein mentioned, to the Payment of the said Debts, or any of them, owing, or to be owing, by the said Companies respectively.

And the particular Members of both Companies to be liable thereunto, so far forth as they are made so by the Act of Parliament.

The Governor and Company to save harmless the English Company.

AND The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and their Successors, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall and will, from Time to Time, and at all Times, for ever hereafter, save, defend, and keep harmless and indemnified, The said *English Company, Trading to the East-Indies*, and their Successors, and their Agents, Servants, Effects and Estates, and also the said United Stock and Trade, of, from and against all such Debts, Accounts and Demands whatsoever, as are or shall be, at any Time or Times hereafter, due, owing, incurred or contracted, by The said *Governor and Company*

of

of *Merchants of London, Trading into the East-Indies*, or their Successors, to any Person or Persons, Bodies Politick or Corporate whatsoever, at Home and Abroad, and of, from and against all Actions, Suits, Seizures, Executions, Molestations and Demands whatsoever, for, touching or concerning the same, or any of them; and that all such of the said Debts and Demands as are, at this present Time, or at any Time hereafter, shall be due and owing, contracted or incurred, by or from The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall be entirely paid off, satisfied and discharged, within Seven Years after the Date hereof.

AND The said *English Company, Trading to the East-Indies*, for themselves and their Successors, do covenant, promise and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, by these Presents, that they, The said *English Company, Trading to the East-Indies*, and their Successors, shall and will, from Time to Time, and at all Times, for ever hereafter, save, defend, keep harmless and indemnified, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, and their Agents, Servants, Effects and Estates, and also the said United Stock and Trade, of, from and against all such Debts, Accounts and Demands whatsoever, as are now due or demandable, or already contracted, or which shall be contracted, in respect of their present Additional Stock, except on Account of the United Trade as aforesaid, or the Management thereof, or the Covenants in their said Charter as aforesaid, by The said *English Company, Trading to the East-Indies*, to any Person, or Bodies Politick or Corporate whatsoever, at Home or Abroad, and of, from and against all Actions, Suits, Seizures, Executions, Molestations and Demands whatsoever, for, touching or concerning the same, or any of them; and that all such of the said Debts and Demands as are, at this present Time, or at any Time hereafter, shall be due, owing, contracted or incurred, by or from The said *English Company, Trading to the East-Indies*, except on Account of the said

United

And the English Company to save harmless the Governor and Company, from each Company's Debts, &c. respectively:

The Debts
contracted on
Account of the
United Trade
to be borne,
and paid, by
the Stock of
United
Trade.

United Trade as aforesaid, shall be entirely paid off, satisfied and discharged, within Seven Years after the Date hereof: Nevertheless all such Debts as, at any Time hereafter, shall be contracted, in or for the carrying on the said United Trade, shall be borne, paid and discharged, by the Effects which shall belong to the said United Trade, or out of the New Additional Stock, which shall be advanced and raised, as herein is mentioned, for carrying on the said United Trade, and the Proceed thereof.

The Go-
vernor and
Company to
bring Home
their separate
Estates with all
convenient
Speed,

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby will, command, order, direct and appoint, and The said Governor and Company of Merchants of London, Trading into the East-Indies, for themselves and their Successors, do covenant, promise and grant, to and with The said English Company, Trading to the East-Indies, and their Successors, by these Presents, that they, The said Governor and Company of Merchants of London, Trading into the East-Indies, by themselves, and by their own proper Committees and Sub-Committees, Officers, Agents, Factors and Servants, shall and will, from Time to Time, with all convenient Speed, directly bring Home and recover, and cause, and procure, to be brought Home and recovered, all the Debts, Monies, Goods, Merchandizes, and other Stock, commonly called the Quick Stock, or Stock in Trade, of what Nature and Kind soever, now belonging to The said Governor and Company of Merchants of London, Trading into the East-Indies, China or elsewhere, and the Effects or Produce of the same, except such Part thereof as is hereby agreed to be conveyed to The English Company, and mentioned in the said Deed, under the Common Seals of both the said Companies, to be the Dead Stock of The said Governor and Company of Merchants of London, Trading into the East-Indies; and shall and will, from Time to Time, with all convenient Speed, having Regard, as well to the proper Debts owing by them, and which are to be discharged as aforesaid, as also to the Supplies of Money, which they are to furnish, as well for purchasing the said New Stock of Six Hundred Seventy-three Thousand Five Hundred Pounds, as towards

towards the carrying on the United Trade, pursuant to this Indenture, divide and distribute all the Monies, arising from their said Debts, Credits, Goods, Wares, Merchandizes, and other Quick Stock, or Stock in Trade, now belonging to them, in England, the East-Indies, China, or elsewhere, and the real Produce thereof, except as aforesaid, to and amongst all and every the Adventurers, and Members, of The said Governor and Company of Merchants of London, Trading into the East-Indies, according, and in proportion, to their respective Shares and Interests, at the Time of such Dividends, belonging to such Adventurers and Members. And, of and in the distinct Capital or General Joint Stock of that Company, and shall and will take such care, that no Injury, Detriment or Damage whatsoever, shall accrue, happen or be done to the United Trade, by Reason, Means, or Occasion, of any separate Effects of The said Governor and Company of Merchants of London, Trading into the East-Indies, which shall not be brought Home, recovered or divided, or by Reason or Occasion of any Debts, Accounts or Demands, which The same Governor and Company do or shall owe, or be charged or chargeable with, either at Home or Abroad.

And divide
the same a-
mongst their
Members.

AND The said English Company, Trading to the East-Indies, do hereby covenant, and agree, with The said Governor and Company of Merchants of London, Trading into the East-Indies, that The said English Company, their Successors, Directors, Sub-Committees, Officers, Agents, Factors and Servants, shall and will, from Time to Time, be aiding and assisting, in the most friendly Manner, to The said Governor and Company of Merchants of London, Trading into the East-Indies, and to their Officers, Agents, Factors and Servants, in and for the bringing Home and Recovery of the said Debts, Goods and Effects, belonging to the present Stock in Trade, of The said Governor and Company of Merchants of London, Trading into the East-Indies, except their said Dead Stock, without giving, causing, or procuring to be given, to the same Company, or their Officers,

The English
Company to
be assisting
to them in get-
ting in their
Effects.

X x x

Agents,

Agents, Factors or Servants, any Disturbance or Interruption whatsoever, either at Home or Abroad, under any Pretence of Forfeiture whatsoever.

The English Company to pay to the Governor and Company so much of the 5 per Cent. as shall be due from, and paid by, the said Governor and Company, their Officers, Agents, Factors and Servants.

AND The said *English Company, Trading to the East-Indies*, do hereby further covenant and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, that they, The said *English Company*, shall, and will, well and truly pay, or cause to be paid, from Time to Time, as they shall receive the same unto The said *Governor and Company of Merchants of London, Trading into the East-Indies* and their Successors, to the only Use and Benefit of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors and Assigns, so much of the Additional Duty of Five per Cent. granted by the said Act of Parliament, as shall, at any Time after the Date of these Presents, grow due, or become payable, by Virtue of the said Act, and be paid unto The said *English Company*, for any Goods, Wares, Merchandizes, Stock in Trade or Effects whatsoever, now belonging to The said *Governor and Company of Merchants of London*, or their Officers, Agents, Factors or Servants, or from the Produce of any such Goods, Wares, Merchandizes or Effects, upon the Importation thereof.

The Governor and Company to send out any Goods, Bullion, &c. on their separate Account, after the Date hereof.

AND The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do hereby covenant, conclude and agree, to and with The said *English Company, Trading to the East-Indies*, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, or their Successors, by themselves or any others, shall not nor will, at any Time or Times after the Date hereof, ship, lade, put on board, send or cause to be sent, to or for the *East-Indies*, or other the Parts or Places aforesaid, mentioned in the said Act, from *England*, or any other Country or Place whatsoever, any Goods, foreign Coins, Bullion, or other Commodities whatsoever, upon any Pretence whatsoever: And further, that in case they shall

shall offend herein, that they will also forfeit double the Value of all such Goods, foreign Coins, Bullion and other Commodities, so exported, sent, laden, or put on board, which double Value shall be paid in Money, by The said *Governor and Company of Merchants of London, Trading into the East Indies*, from Time to Time, for every Default so by them committed, unto The said *English Company, Trading to the East-Indies*, for the Use of all the Members of The said *English Company*, other than The said *Governor and Company of Merchants of London, Trading into the East-Indies*, according, and in proportion, to their several Interests in Capital Stock of The said *English Company*.

AND in like Manner Her Majesty, for Herself, Her Heirs and Successors, doth hereby will, command, order, direct and appoint, and The said *English Company, Trading to the East-Indies*, for the same Company, and the Successors thereof, doth covenant, promise and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, by these Presents, that they, The said *English Company, Trading to the East-Indies*, by themselves, and by their own proper Directors, Sub-Committees, Officers, Agents, Factors and Servants, shall and will, from Time to Time, with all convenient Speed, directly bring Home and recover, and cause and procure to be brought Home and recovered, all the Debts, Monies, Goods, Merchandizes, and other Stock, commonly called their Quick Stock, or Stock in Trade, of what Nature or Kind soever, now belonging to The said *English Company, Trading to the East-Indies, China*, or elsewhere, and the Effects and Produce of the same (except such Part thereof as in the said Deed, under the Common Seals of both the said Companies, is declared, or mentioned, to be the Dead Stock of The said *English Company*) and shall and will, from Time to Time, with all convenient Speed (having Regard to the proper Debts, now owing by The said *English Company*, and which are to be discharged as aforesaid) divide and distribute all the Monies, arising from the Debts, Credits, Goods, Wares, Merchandizes, and other Quick Stock, or Stock in Trade, now belonging to them, in *England*, the *East-Indies*, *China*,

The English Company to bring Home their separate Estate with all convenient Speed:

And divide the same amongst their Members.

China, or elsewhere, and the real Produce thereof (except as before excepted) unto and amongst all and every the Proprietors, for the Time being, of the present Additional Stock of The said *English Company*, according, and in proportion, to the respective Shares and Interests, which they respectively shall then have, of and in the same Additional Stock; which Additional Stock doth consist of Monies, which have been advanced, by the Members of The said *English Company*, and borrowed for carrying on their Trade to the *East-Indies*, and other the Parts aforesaid, and other Profits and Advantages, as herein is and are mentioned (over and above the Monies subscribed and paid towards the said Two Millions as aforesaid:) And the same Additional Stock is hereby intended and agreed to be determined, and made null and void, by such Dividends, to be so made of all the said present Stock in Trade, and other Profits and Advantages of The said *English Company*, as herein is and are mentioned: And that The said *English Company*, and their Successors, shall and will take such care, that no Injury, Detriment or Damage whatsoever, shall accrue, happen or be done to the said United Trade, by Reason, Means, or Occasion of any separate Effects of The said *English Company, Trading to the East-Indies*, which shall not then be brought Home, recovered or divided, or by Reason or Occasion of any Debts, Accounts or Demands, which the same Company do or shall then owe, or be charged or chargeable with, either at Home or Abroad.

The Governor and Company to be assisting to them in getting in their Effects.

AND The Governor and Company of Merchants of London, Trading into the *East-Indies*, do further covenant and grant, to and with The said *English Company, Trading to the East-Indies*, that they, The said Governor and Company of Merchants of London, their Successors, Committees, Sub-Committees, Officers, Agents, Factors and Servants, shall and will, from Time to Time, be aiding and assisting, in the most friendly Manner, to The said *English Company, Trading to the East-Indies*, and their Successors, and to their Directors, Sub-Committees, Officers, Agents, Factors and Servants, in and for the bringing Home and Recovery of their said Debts, Goods and Effects, belonging to the present Stock

Stock in Trade of The said *English Company, Trading to the East-Indies* (except their said Dead Stock) without giving, or causing, or procuring to be given, to The said *English Company, Trading to the East-Indies*, or their Officers, Factors, Agents or Servants, any Disturbance or Interruption whatsoever, either at Home or Abroad, upon any Pretence whatsoever: And for the better preserving and bringing Home the separate Effects of both the said Companies, it is mutually agreed between them, that their respective Agents, Factors and Servants, that shall be, from Time to Time, employed about the same, shall, for the said separate Effects, have such Use of the Warehouses, and other Conveniencies, in the said Forts and Settlements, Land and the Seas, not actually employed on Account of the said United Trade, as the Court of Managers, for the said United Trade, or the major Part of them, shall direct and approve.

Both Companies for their separate Effects to have such Use of the Warehouses, in India, as the Managers shall direct.

AND The said *English Company, Trading to the East-Indies*, do further covenant and agree, to and with The said Governor and Company of Merchants of London, Trading into the *East-Indies*, that The said *English Company, Trading to the East-Indies*, by themselves or any others, shall not nor will, at any Time or Times, during the said Term of Seven Years, ship, lade, put on board, send or cause to be sent, to or for the *East-Indies*, or other the Parts within the Limits aforesaid, from England, or any other Country or place whatsoever, any Goods, foreign Coins, Bullion or other Commodities whatsoever (other than for the Use and Account of the said United Trade) upon any Pretence whatsoever: And further, that in case they shall offend herein, that they will also forfeit double the Value of all such Goods, foreign Coins, Bullion and other Commodities, so exported, sent, laden, or put on board, which double Value shall be paid in Money, by The said *English Company, Trading to the East-Indies*, from Time to Time, for every Default so by them committed, out of such Part of the Stock of the said Company as shall belong to the several Members thereof (except The said Governor and Company of Merchants of London, Trading into the *East-Indies*, for the Use of all the

The English Company not to send out any Goods, Bullion, &c. on their separate Account after the Date hereof.

Declaration
what is the se-
parate Estate
of the Com-
pany.

the Members of The said Governor and Company, according, and in proportion to the several Interests, which they shall then have, in the Joint Stock of the same: Provided always, and Her Majesty is pleased to direct and appoint and The said Governor and Company of Merchants of London, Trading into the East Indies, and The said English Company, Trading to the East-Indies, do hereby declare and agree, that as well the Debts, Monies, Goods, Merchandizes, and other Stock in Trade, now belonging to The said English Company, Trading to the East-Indies (except the aforefaid Dead Stock of The same English Company) and all the Arrears, and Deficiencies, of their said Annuities of One Hundred Thirty-two Thousand Nine Hundred and Six Pounds per Annum, until the Five and Twentieth Day of July, One Thousand Seven Hundred and Two, and also the respective Annuities, from thenceforth to grow due upon, or in respect of the said Six Hundred Seventy-three Thousand Five Hundred Pounds, so agreed to be purchased by, and transferred to The said Governor and Company as aforefaid, until the respective Times of paying for, and transferring the same, to be computed by the Day as aforefaid, as also the Duty of Five Pounds per Cent. chargeable upon, or arising from, or by Reason of their own Goods, or Merchandizes already imported, or which shall hereafter be imported, being the Produce of their present Stock and Trade, and also the Duty of Five Pounds per Cent. chargeable upon, or payable by any Person or Persons whatsoever, for Goods which are or shall be imported, in any Ship or Ships already cleared out, or which shall be cleared out, or entered out in any Custom-House, in England, before the Date hereof (the Goods and Merchandizes of The Governor and Company of Merchants of London, Trading into the East-Indies, and their Officers, Agents, Factors or Servants, which have been, or shall be imported, in any Ships, of or belonging to The said Governor and Company of Merchants of London, always and only excepted) and also all Monies due for, or arising by any Licence or Licences, already granted, by The said English Company, Trading to the East-Indies, to any Person or Persons whatsoever, for Liberty of trading in Diamonds, or other Goods, shall be, and be taken and deemed,

deemed to all Intents and Purposes, and is and are hereby agreed, and declared, to be the present Additional Stock, and separate Estate and Effects of The said English Company, Trading to the East-Indies (exclusive of The Governor and Company of Merchants of London, Trading into the East-Indies) for or in respect of their said Stock of Three Hundred and Fifteen Thousand Pounds, and for and in respect of the said Stock of Six Hundred Seventy-three Thousand and Five Hundred Pounds, which they are to purchase as aforefaid, or in any other respect whatsoever: And that the Assignment or Transfer of the said Six Hundred Seventy-three Thousand Five Hundred Pounds, or any Part thereof, unto The said Governor and Company of Merchants of London, Trading into the East-Indies, or any Thing to be therein contained, shall not carry with it, or any ways entitle them unto any Part of the Debts, Goods, Merchandizes, Estate or Stock in Trade, now belonging to The said English Company (except before excepted) or to the Arrears or Deficiencies of the said Annuities, or the said growing Annuities, above reserved, or to the said Five Pounds per Cent. or Licence Money aforefaid; but shall be taken, accepted and intended, and is hereby agreed by The said Governor and Company of Merchants of London, Trading into the East-Indies, to be taken, accepted and intended, exclusive of the said Debts, Goods, Stock in Trade, Annuities, Arrears and Deficiencies of the said Annuities, and Five Pounds per Cent. (except as aforefaid) and Monies, arising by Licences so granted as aforefaid, and that as well the said Debts, Goods and Stock in Trade, and the said Annuities, Arrears and Deficiencies, and the said Five Pounds per Cent. upon the Goods aforefaid, as also the Monies and Profits, arising by such Licences as aforefaid, shall be distributed and divided amongst the Proprietors, for the Time being, of the said present Additional Stock, as the same shall be received (exclusive of The said Governor and Company of Merchants of London, Trading into the East-Indies, for or in respect of their said Share or Stock of Three Hundred and Fifteen Thousand Pounds, and Six Hundred Seventy three Thousand Five Hundred Pounds, in the Capital Stock of The said English Company, or otherwise howsoever) any Thing herein contained to the contrary notwithstanding.

The Capital Stock of £673500 to be transferred to the Governor and Company, without any Part of the present Additional Stock of the English Company.

AND Her Majesty is also hereby pleased to order, direct and appoint, that the Assignments, and Transfers, of the Members of The said *English Company*, of the said Stock of Six Hundred Seventy-three Thousand Five Hundred Pounds, to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall be made, exclusive of, and without assigning, or mentioning to assign, any Part of the present Additional Stock in Trade, or other the Matters or Things, above reserved to The said *English Company*.

The Governor and Company covenant to do any other Act, for enabling the English Company to get in their said Additional Stock, &c.

AND The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and to and with the particular Members of the same, that they, The said *Governor and Company*, shall and will, at the Request and Costs of The said *English Company*, do any further and other reasonable Act, for the better enabling The said *English Company, Trading to the East-Indies*, to get in, collect and receive, the said reserved Annuities, Arrears and Deficiencies of the said Annuities, and the Debts, Goods, Merchandizes, Estate, and Stock in Trade, belonging to The said *English Company*, and the said Duty of Five *per Cent.* (except as before excepted) and the Profits and Monies, arising by Licences as aforesaid, and to divide and distribute the same amongst the Proprietors of the said present Additional Stock (exclusive of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and without The said *Governor and Company's* demanding, or laying Claim to the same, or any Part thereof, as Members of The said *English Company*, or for or in respect of their said Stock of Three Hundred and Fifteen Thousand Pounds, or of the said Stock of Six Hundred Seventy-three Thousand Five Hundred Pounds, so to be by them purchased as aforesaid) and in regard, the Arrears and Deficiencies of the said Annuities, now belonging to the Members of The *English Company, Trading to the East-Indies*, and the Annuities, to grow due on the said Six Hundred Seventy-

Seventy-three Thousand Five Hundred Pounds until transferred, and paid for, as aforesaid; and the said Debts, Goods, Merchandizes, present Additional Stock in Trade (except the said Dead Stock) and the Monies, arising by the Duties and Licences aforesaid, are intended to be separate from the said Capital Stock, and from the New Additional United Stock in Trade, to be made and raised, pursuant to these Presents; and for that, many of the Persons interested in the same, all which are hereby intended and declared to be comprehended in these Words, *viz. (The Old Additional Stock of The English Company, Trading to the East-Indies*, and the Profits thereunto belonging, cannot, or will not, be willing to stay for their Proportions of the same, until it can be gotten in and divided, but may be desirous to assign, transfer and dispose thereof in the mean Time, Her Majesty is graciously pleased to order, and accordingly doth hereby order, direct and appoint, at the humble Suit and Request, and by the Consent and Approbation of The said *English Company*) that there shall be a separate and distinct Book kept, by The said *English Company, Trading to the East-Indies*, in which all Assignments and Transfers of the said Old Additional Stock, and Profits thereunto belonging, shall be entered and kept, and that the said Assignments, and Transfers therein, shall be made and entered in the Words, or to the Effect following, that is to say:

A separate Book to be kept for transferring the Old Additional Stock of the English Company.

I *A. B.* do hereby transfer and assign unto *C. D.* his Executors, Administrators and Assigns, [] being Part of (or all) my Share and Interest in the Old Additional Stock, of The *English Company, Trading to the East-Indies*, and the Profits thereunto belonging, reserved, and excepted, upon the late Union, and being the Remainder of Thirty-five Pounds *per Cent.* paid into Trade, upon [] Capital Stock of the said Company.

Witness my Hand,

Which being signed by the Person interested therein, or by any other Person or Persons, by him, her, or them, in writing, thereunto authorized and accepted,

accepted, by the Person to whom the same shall be so transferred or assigned, or any other, by his or her Order, shall be good and effectual, to pass the Interest therein, and to bind and conclude all Parties accordingly: And that the said Old Additional Stock, and Profits thereunto belonging, as aforesaid, or any Part thereof, shall not be granted, assigned or transferred, other than in the said Book, and by the Method, Ways and Means aforesaid.

The Manner
of managing
and carrying
on the United
Trade for 7
Years.

AND this Indenture also witnesseth, that for the managing and carrying on of the said Trade, to the *East-Indies*, and other the Parts within the Limits aforesaid, for the mutual Benefit of all the Members of The said *English Company*, according to their respective Shares and Interests therein, during the Term of Seven Years, to be reckoned from the Date of these Presents, Our said Sovereign Lady, the Queen, at the humble Suit and Request, as well of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as of The said *English Company, Trading to the East-Indies*, and in pursuance of His said late Majesty's Covenant, contained in the said Charter, bearing Date the Fifth Day of *September*, in the Tenth Year of His Reign, for granting such further and other Powers, Privileges, Matters and Things, as His said late Majesty might lawfully grant, and by Virtue of the said recited Act of Parliament, and by Virtue of Her Majesty's Prerogative Royal, and of all other Powers, Authorities, Ways and Means whatsoever, which Her Majesty hath, or can, or lawfully may make use of, or put in Execution, hath granted, ordained, and appointed, and doth, by these Presents, for Herself, Her Heirs and Successors, of Her more especial Grace, certain Knowledge, and mere Motion, grant, ordain, and appoint, and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and The said *English Company, Trading to the East-Indies*, for themselves and their Successors, do severally consent and agree, by these Presents, that, from Time to Time; and at all Times, during the said Term of Seven Years, the whole Trade, trafficking and merchandizing, to and from the said *East-Indies*, and other the Parts within the Limits aforesaid, which,

which, by the said Act of the Ninth Year of His said late Majesty's Reign, and by His said late Majesty's several Charters, grounded thereupon, or any of them, are to be used, exercised or enjoyed, for or in respect of, and in proportion to the said Capital Stock of The said *English Company*, hereby united as aforesaid, amounting to Nineteen Hundred Seventy-seven Thousand Pounds, Part of the said Sum of Two Millions, subscribed as aforesaid, or for or in respect of the said Annuities, amounting to the said yearly Sum of One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds, Part of the entire yearly Fund, settled by the said Act, shall be ruled, ordered and governed, according to such Methods, Manner and Form, as are hereafter in these Presents expressed, and not otherwise; or in any other Sort or Form, any Thing in the said recited Charters, and Letters Patents, or any of them contained to the contrary notwithstanding.

AND that all such Trade, trafficking and merchandizing, during the said Term of Seven Years, shall and may, and the same is hereby appointed to be managed, carried on, and exercised, by and according to such Orders, and Rules, as shall, from Time to Time, be made, renewed, or framed, and with such Alterations, from Time to Time, as shall be thought fit, as well by a Majority of the General Court of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as also by a Majority of the General Court of The said *English Company, Trading to the East-Indies*, the Majority of each Court concurring with the Majority of the other, in the same Orders and Rules respectively.

According to
such Orders
as shall be
made by the
General
Courts of
both Companies.

AND that, from Time to Time, during the said Term of Seven Years, the said United Trade shall be managed, and carried on, in the Name of The *English Company, Trading to the East-Indies*, but by the Order and Direction of the Managers, as herein after is mentioned; and for that Purpose there shall be Twenty-four Managers qualified, as in this Indenture is prescribed, whereof Twelve

And in the
Name of the
English Company,
Trading to the
East-Indies;
but by the
Order and

Direction of
24 Managers,
whereof 12 to
be chosen out
of each Com-
pany:

Who are to be
called the Ma-
nagers, for the
United Trade
of the English
Company,
Trading to
the East-Ind-
ies:

The Court of
Managers to
act according
to such Rules

Twelve shall, from Time to Time, be supplied out of the Number of the Governor, Deputy-Governor and Committees, for the Time being, of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and Twelve out of the Number of the Directors, for the Time being, of The said *English Company, Trading to the East-Indies*, by the Elections of the said respecting Companies, to be made, from Time to Time, in their several General Courts yearly, and otherwise, as in this Indenture is provided; which Twenty-four Managers shall be and be called the Managers, for the United Trade of The *English Company, Trading to the East-Indies*, and they, or any Thirteen or more of them, shall be and be called a Court of Managers, for the United Trade of The *English Company, Trading to the East-Indies*, and shall have the ordering, managing, and directing of the Affairs of the said United Trade, and shall have Power, from Time to Time, and at all convenient Times, to assemble and meet together, at any convenient Place or Places, for the Direction, and Management, of the Affairs and Business of The said *English Company*, in relation to the said United Trade, which is to be carried on, during the said Term of Seven Years, and then and there to hold Courts of Managers, for the Purposes aforesaid, and to summon the General Courts of the said *Two Companies*, and either of them, to meet as often as the said Court of Managers, or any Thirteen or more of them, in Court assembled, shall see Cause; and may demand and call for such Sum and Sums of Money, from Time to Time, as the General Courts of both the said Companies shall judge necessary, and direct, to be supplied by all the Members of The said *English Company*, for the buying of Goods, Bullion and other Commodities, or for any other Causes or Occasions, incident or necessary for the carrying on of the said United Trade, during the Term aforesaid, according to, and not repugnant to the said Act of Parliament, for the mutual and equal Benefit of all the Members of The said *English Company*, proportionably to their Snares and Interests therein; and that the said Court of Managers, or the Majority of any Thirteen or more of them, so assembled, shall and may, in and by the Name of The *English Company, Trading*

to the *East-Indies*, act in, and for the managing and carrying on the said United Trade, and Traffick, which, during the said Term of Seven Years, is to be carried on as aforesaid, according to such Orders, Rules, Directions and Methods, as shall, from Time to Time, be made and given unto them, by the said Majorities, of the General Courts, of both the said Companies, concurring aforesaid, and in all Cases, where such Orders, Rules, Directions, or Methods, by or from the said General Courts, concurring as aforesaid, shall be wanting, the said Managers, or the Majority of any Thirteen or more of them, so assembled, shall and may, according to their best Discretions, direct and manage all the Affairs and Business of the said Company, relating to such Trade, be it the Direction of their Voyages, the contracting for buying, hiring, or Provision of, Shipping and Merchandizes, the Sale of the Merchandizes, Goods and other Things, which shall be returned from *India*, or other the Parts within the Limits aforesaid, or the transacting or handling of any other Matters or Things, touching or concerning the said United Trade, which is to be carried on, for the equal Account and Benefit of all the Members concerned therein, according to their respective Shares and Proportions, and shall and may, and hereby have Power to make, constitute and appoint, from Time to Time, such Person, or Persons, as they shall think fit and sufficient to be the Treasurer, or Cashier, for the Affairs of the said United Trade, and all such Governors, Officers, Agents, Factors and Servants, as the said Court of Managers, or the Majority of any Thirteen or more of them, in Court assembled, shall think necessary or convenient to be employed, at Home or Abroad, in the Business or Affairs of The said *English Company*, in relation to the United Trade aforesaid; and to allow and pay to the same Treasurer, Officers, Agents, Factors and Servants, such reasonable Salaries, and Allowances, as to the said Court of Managers, or the Majority of any Thirteen or more of them, assembled as aforesaid, shall seem meet; and them, or any of them, from Time to Time, to remove and displace, and put others in the Places or Steads of them, or any of them, as the said Managers, or the Majority of any Thirteen or more of them, assembled as aforesaid,

as shall be
given them by
both General
Courts; and
for want of
such Orders,
according to
their best Dis-
cretions;

and may ap-
point a Trea-
surer, or Ca-
shier, for the
United
Trade, and
all such Go-
vernors, Of-
ficers, &c. as
they think fit.

aforesaid, shall see Cause; and generally to act, do, and intermeddle in all Matters and Things whatsoever, which may lawfully be done, for the well ordering and managing of the said United Trade, and, for that End and Purpose, to do, enjoy, perform and execute, all the Powers, Authorities, Privileges, Acts and Things, according to the true Intent and Meaning of these Presents, for the Benefit of the said United Trade, which, by the said Act of Parliament and Charter, The said *English Company, Trading to the East-Indies*, might or could lawfully do, enjoy, perform, or execute, in or about the carrying on of the Trade to the *East-Indies*, and other the Parts within the Limits aforesaid.

The Governor and Company to hold General Courts for 7 Years, and to choose their Governor, Deputy-Governor, and 24 Committees, as usual; and thereout to choose 12 Managers, which are to continue till 10th April:

AND Her Majesty, for Herself, Her Heirs and Successors, doth grant, ordain and appoint, by these Presents, and the said *Two Companies*, for themselves, and their Successors, do hereby severally and respectively consent and agree, that, from Time to Time, during the said Term of Seven Years, The said *Governor and Company of Merchants of London, Trading into the East Indies*, shall and may hold, and they are hereby required to hold, the General Courts of the Adventurers, or Members of the said Company, for the Affairs thereof, and shall and may therein choose, and are hereby required to choose, or make up, from Time to Time, their Governor and Deputy-Governor, and Twenty-four Committees, of and in the same Company, according to such Rules, Qualifications and Directions, as they might have done before the Execution of these Presents: And shall, on or before the Five and Twentieth Day of July, One Thousand Seven Hundred and Two, out of their said Governor, Deputy-Governor, and Committees, then being, choose, by Majority of qualified Votes, Twelve able and sufficient Persons, to be joined with Twelve able and sufficient Persons, to be chosen by The said *English Company*, for or towards the making up the whole Number of Twenty-four Persons, which shall be the First Managers, for the said United Trade, and to continue in their respective Offices and Trusts of Managers, until the Tenth Day of April, which shall be in the Year of

Our Lord, One Thousand Seven Hundred and Three, and until others shall be duly chosen, in Manner aforesaid, and sworn into their Places, unless they, or any of them, shall sooner die, or be removed or unqualified: And shall and do, from and after the said Tenth Day of April, One Thousand Seven Hundred and Three, yearly and every Year, during the said Term of Seven Years, choose in like Manner, out of their said Governor, Deputy-Governor, and Committees, for the Time being, on some Day or Days, Time or Times, between the Tenth Day of April and the First Day of May, in every such Year, Twelve able and sufficient Persons, to be Managers as aforesaid, which succeeding Managers, so annually to be chosen, shall severally continue in the said Management, for One Year, and till others shall be chosen, and sworn in their Places respectively, unless they shall respectively sooner die, or be removed or unqualified: And shall and do, from Time to Time, within Three Days next after the Election of their said Managers, respectively transmit Notice thereof, with their Names in writing, signed and attested by their Secretary, for the Time being, unto The said *English Company, Trading to the East Indies*, at the Head Office, which shall then be kept for The said *English Company*, so always, and upon this Condition nevertheless, that if any of the said Managers, so to be chosen by The said *Governor and Company*, shall become unqualified, or cease to be Governor, Deputy-Governor, or One of the Committees of The said *Governor and Company*, that then, and in such Case, such Manager, from the Time he shall be disabled to be, and shall not be either Governor, Deputy-Governor, or One of the Committees of The said *Governor and Company*, shall likewise from thenceforth cease, and become unqualified to serve as One of the said Managers.

And the same annually, between 10th April and 1st May:

And transmit their Names, within 3 Days, to the said Company:

any of the said Managers becoming disqualified, to the Office to cease.

AND in like Manner, that, from Time to Time, during the said Term of Seven Years, The said *English Company, Trading to the East-Indies*, shall and may hold, and they are hereby required to hold, the General Courts of the Members of The said *English Company*, for the Affairs thereof, and shall and may therein choose,

The *English Company* in like Manner to choose 12 Managers:

choose, and they are hereby required to choose, or make up, from Time to Time, their whole Number of Twenty-four Directors, of and in the said Company, according to such Rules, Qualifications and Directions, as they might have done before the executing of these Presents, or as is herein after provided for; and shall, on or before the Five and Twentieth Day of July, One Thousand Seven Hundred and Two, out of their said Directors, then being, choose, by Majority of qualified Votes, Twelve able and sufficient Persons, to be joined with Twelve able and sufficient Persons, to be chosen by The said Governor and Company of Merchants of London, Trading into the East-Indies, as aforesaid, for or towards the making up of the whole Number of Twenty-four Persons, which shall be the First Managers, for the said United Trade, and to continue in their respective Offices and Trusts, until the said Tenth Day of April, which shall be in the Year of Our Lord, One Thousand Seven Hundred and Three, and until others shall be duly chosen and sworn into their Places, unless they, or any of them, shall sooner die, or be removed or unqualified: And shall and do, from and after the said Tenth Day of April, One Thousand Seven Hundred and Three, yearly and every Year, during the said Term of Seven Years, out of their said Directors, for the Time being, on some Day or Days, Time or Times, between the said Tenth Day of April and the said First Day of May, in every such Year, in like Manner, choose Twelve able and sufficient Persons to be Managers as aforesaid, for the said United Trade, which succeeding Managers, so annually to be chosen, shall severally continue in the said Management, for One Year, and till others shall be chosen, in Manner aforesaid, and sworn into their Places respectively, unless they respectively shall sooner die, or be removed or become unqualified: And shall and do, from Time to Time, within Three Days after the Election of their said Managers, respectively transmit Notice thereof, with their Names in writing, signed and attested by the Secretary of The said English Company, for the Time being, unto The said Governor and Company of Merchants of London, Trading into the East-Indies, at the Head Office, which shall then be kept for The same

And the same annually, between the said 10th April and 1st May;

And transmit their Names, within 3 Days, to the Governor and Company;

same Governor and Company, so always, and upon this Condition nevertheless, that if any of the said Managers, so to be chosen by The said English Company, shall become unqualified, or cease to be a Director of The same English Company, then, and in such case, such Manager, from the Time he shall be disabled to be, and shall not be a Director of The said English Company, shall likewise from thenceforth cease, and become unqualified to serve as One of the said Managers: Provided always, and it is hereby declared, that it shall and may be lawful, to and for any General Court of either of the said Two Companies respectively, at their respective Wills and Pleasures, and without assigning any Cause for the same, to remove or displace any of the Managers, so by the Court of that respective Company chosen, and upon the Death or Removal of any of the said Managers, or any of them becoming unqualified, it shall and may be lawful, to and for the General Court of that Company, who chose the Manager or Managers, so dead, or removed, or unqualified, forthwith to choose and appoint as aforesaid, out of the Governor, Deputy-Governor, and Committees, or Directors of that particular Company, for the Time being, One or more other able and sufficient Person, or Persons, to be a Manager or Managers, in the Room or Place of him or them, so dead, or removed, or unqualified; and that the Manager or Managers, which shall be so chosen in the Room of such as shall die, or be removed, or unqualified, shall continue in the said Management, until the next usual Time hereby appointed for Election of Managers, and until others shall be duly chosen and sworn, unless they also shall sooner die, or be removed, or become unqualified as aforesaid: Provided also, and it is hereby agreed and declared, that if, at any such Annual Election of Twelve Managers, for each of the said Companies, there shall happen to be chosen more than Eight of the Persons, who served as Managers for that Company, during or within the preceding Year, the Election of so many of them as shall be above the said Number of Eight, and have the fewest Voices, shall be void, and such other Persons, who shall have the next majority of Voices, shall be esteemed the Persons chosen in their Stead, so that there shall be yearly at least Four for each Company, that

any of the said Managers, becoming unqualified, their Office to cease.

General Courts have Power to remove Managers, and choose New Ones.

In each 12 there shall be 4 New Ones every Year.

were not in the said Management, during or within the preceding Year: Provided also, that no Person, so chosen to be a Manager, shall be capable to act in the said Management, until he shall have taken the Corporal Oath following, or if he be commonly reputed a Quaker, then until he shall have made and subscribed a solemn Declaration to the same Effect, that is to say:

Oath of Managers.

I *A. B.* do faithfully promise, that in the Office and Duty of a Manager, for the United Trade of *The English Company, Trading to the East-Indies*, I will be indifferent and equal to all Manner of Persons, and I will give my Assistance and best Advice, for the Management of the said Trade; and in the Execution of my Office of a Manager, I will faithfully and honestly demean myself, according to the best of my Skill and Understanding.

So help me God.

Neglect or Refusal taking the Oath, and acting in 14 Days, the Office void, and another to be chosen.

And Her Majesty, for Herself, Her Heirs and Successors, doth hereby authorize, and require, any Two of the Persons, so chosen to be Managers, or any Two of the Persons, who shall before have served in the said Management, to administer the said Oath and Declaration accordingly; and in case any Person, who shall be elected a Manager as aforesaid, shall, during Fourteen Days after such Election, neglect or refuse to take the respective Oath, or being commonly reputed a Quaker, to make and subscribe the Declaration hereby appointed, or shall refuse or neglect to take upon him the said Office, that then, and in every such Case, the Office and Place of every such Person, so refusing or neglecting, shall from thenceforth become vacant, and another shall be forthwith chosen in his Place, by a General Court of the same Company, who chose the Person so neglecting or refusing: Provided also, and Her Majesty, said *Two Companies* do mutually consent and agree, that in all Cases, where there shall be an equal Number of Votes, in any of the General Courts, to be holden as aforesaid, or in any Court, consisting of more than Thirteen Managers, to be holden as aforesaid, for or concerning the said United Trade, the

Matter

Matter shall be determined by Lots, which the Secretary of such Court, or his Deputy then attending, shall cause to be prepared and drawn for that Purpose; and that all Matters and Things, which the said Court of Managers, or any Thirteen or more of them, shall, in Manner as aforesaid, order and direct to be done, or performed, by Sub-Committees, or other Persons appointed under them, shall and may, by Virtue of and according to such Orders, and not otherwise, be done by the said Sub-Committee, or other Persons so appointed: And that all the Directions and Agreements, in these Presents contained, touching the Elections of the said Managers, and the deciding Matters by Lots, in such Cases as aforesaid, and the performing of Matters, by the Sub-Committees or others, pursuant to such Orders as aforesaid, shall be duly executed and complied with, during the said Term of Seven Years, any Directions, Matters or Things whatsoever, in the said Charter of *The said English Company*, contained to the contrary notwithstanding.

Sub-Committees authorized to transact Business.

And The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and their Successors, by these Presents, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall and will, from Time to Time, during the said Term of Seven Years, advance, furnish, supply, and pay to the Hands of the Treasurer, or Cashier, for the Time being, to be appointed as aforesaid, for the said United Trade, the One Moiety, or Half Part, of such Sum, or Sums of Money, as the General Courts of both the said Companies shall judge necessary, or convenient, and direct to be supplied, for the carrying on the said United Trade: And likewise The said *English Company, Trading to the East-Indies*, for themselves, and their Successors, do covenant, promise and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, by these Presents, that the Members of The said *English Company, Trading to the East-Indies* (The said

Governor

Each Company to furnish an equal Part of the Stock for the United Trade.

In case of Equality of Votes, the Matter to be determined by Lots;

Governor and Company of Merchants of London, Trading into the East-Indies, for and in respect of such Shares as they shall, or may have, in the Stock of The said *English Company, Trading to the East-Indies*, pursuant to the Covenant of this Indenture always excepted) shall and will, from Time to Time, during the said Term of Seven Years, advance, furnish, supply, and pay into the Hands of the Treasurer, or Cashier, for the Time being, to be appointed as aforesaid, the One Moiety, or Half Part, of such Sum, and Sums of Money, as the General Courts of both the said Companies shall judge necessary, and convenient, and direct to be supplied, for the carrying on of the said United Trade.

And the same to be called the New Additional Stock of the English Company.

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby order, direct and appoint, and both the said Companies do agree, by these Presents, that it shall and may be lawful, as well to and for The said *Governor and Company of Merchants of London, Trading into the East Indies*, as to and for The said *English Company, Trading to the East-Indies*, to order and appoint, that the Monies, which shall be so equally advanced, or supplied, as aforesaid, for carrying on the said United Trade, shall be and be called, deemed and taken to be, the New Additional Stock of The *English Company, Trading to the East-Indies*: Provided always, and Her Majesty, for Herself, Her Heirs and Successors, doth hereby will and appoint, and the said *Two Companies* do hereby consent and agree, and it is their true Intent and Meaning, that all and every the Members, and Adventurers, of and in the General Joint Stock of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for the Time being, and such Persons as they, or any of them, shall lawfully authorize, in that Behalf, shall and lawfully may, from Time to Time, and at all Times hereafter, transfer, assign, bequeath, devise, or otherwise dispose, entirely or in Parcels, their respective Shares, Actions or Interest, for the Time being, of and in the said Principal, or General Joint Stock of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and of and in all the Effects belonging thereunto, including the Shares of The said *Governor and Company*,

The Members of each Company may transfer their Stocks in the Books of the same Company respectively, so as the Governor and Company keep their Stock in their Politick Capacity, for 7 Years.

Company, of and in the said Capital and New Additional Stock of The said *English Company, Trading to the East-Indies*, and the proportionable Parts of the said Fund, Trade, and other Benefits, hereby agreed to attend the same, so as the Corporation of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, be not any Time, during the said Term of Seven Years, divested of their said Stock of Three Hundred and Fifteen Thousand Pounds, which they now have, or of the said Stock of Six Hundred Seventy-three Thousand Five Hundred Pounds, which they are to purchase as aforesaid, or any Part thereof, but do preserve the same, during all the said Term, in their Politick Capacity as aforesaid; and that all such Transfers, Assignments and Dispositions, shall and may be made in the proper Books of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and by such Ways and Means, and in such Order and Form, as they respectively might have transferred, assigned, bequeathed and devised, or otherwise disposed of the same, before the making of these Presents; and that all such Transfers, Assignments and Dispositions, shall be of the same Validity and Effect, and subject to such Restrictions, and Directions only, as if this present Indenture had never been made.

AND in like Manner, that all and every the Members, and Adventurers, of and in The said *English Company, Trading to the East-Indies*, for the Time being, and such Persons as they, or any of them, shall lawfully authorize, in that Behalf (The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for, or in respect of, such Shares as they shall, or may have in the Stock of The said *English Company*, pursuant to this Indenture, and which are hereby agreed to be preserved in their Politick Capacity, during the said Term of Seven Years, always excepted and foreprized, during the said Term of Seven Years) shall and lawfully may, from Time to Time, and at all Times hereafter, transfer, assign, bequeath, devise, or otherwise dispose, entirely or in Parcels, their respective Shares, Actions and Interests, for the Time being, of

English Company's Adventurers may transfer their Stock.

and in the said Capital or Principal, and New Additional Stock of The said *English Company, Trading to the East-Indies*, and of and in the proportionable Funds, Benefit of Trade, and other Effects, hereby agreed to attend the same, and that all such Transfers, Assignments and Dispositions, shall and may be made, and entered, in the proper Books of The said *English Company*, by such Ways and Means, and in such Order and Form, as the same Shares might have been transferred, assigned, bequeathed, devised, or otherwise disposed, before the making of these Presents, and according to the true Intent and Meaning hereof; and that all such Transfers, Assignments and Dispositions, shall be of the same Validity and Effect (except wherein it is otherwise hereby provided) as if this present Indenture had never been made.

Arrearages of
Annuities
to the 24th
of July, to be
paid to the
English
Company's
Treasurer.

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby authorize, enjoin and require, and the said *Two Companies*, for themselves, and their respective Members, do consent and agree, by these Presents, that the particular Treasurer of The said *English Company*, for the Benefit of the Proprietors of the present Additional Stock of the same Company, according and in proportion to their Interests therein, shall and may receive all the Deficiencies, and Arrearages, of their said yearly Fund of One Hundred Thirty-two Thousand Nine Hundred and Sixty Pounds, unto the Four and Twentieth Day of *July*, One Thousand Seven Hundred and Two, inclusive; and that the particular Treasurer, for The said *General Society*, shall and may receive all the Arrearages of their Annuities, amounting to Twenty-seven Thousand and Forty Pounds *per Annum*, until the said Four and Twentieth Day of *July*, One Thousand Seven Hundred and Two, inclusive (being the Residue of the whole yearly Fund, settled by the said Act) for the Use of The said *Governor and Company of Merchants of London, Trading into the East Indies*, and other the Members of The said *General Society*, according to their respective Interests in the Arrearages last mentioned, as if these Presents had not been made.

AND

And that the Lord High-Treasurer and Under-Treasurer, of Her Majesty's Exchequer, now being, and the High-Treasurer, or Commissioners of the Treasury, and Under-Treasurer of the Exchequer, of Her Majesty, Her Heirs and Successors, for the Time being, without any further or other Warrant to be sued for, had or obtained from Her Majesty, Her Heirs or Successors, do and shall issue and pay, or cause to be issued and paid, all such Sum, and Sums of Money, as, after the said Four and Twentieth Day of *July*, One Thousand Seven Hundred and Two, during the said Term of Seven Years, shall incur, and become due and payable, according to the said Act of Parliament, as well for or upon the said yearly Fund of One Hundred Thirty-two Thousand Nine Hundred and Sixty Pounds, now belonging to The said *English Company*, as for or upon the abovesaid yearly Fund of Twenty-five Thousand Two Hundred Pounds, now belonging to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and hereby united to the said Fund of The said *English Company* (both which Funds do amount unto One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds *per Annum*) unto the said Treasurer, for the Time being, who shall be appointed by the Managers for the United Trade, and be authorized, under the Common Seal of The said *English Company*, to receive the same, in Trust for the several and respective Members of The said *English Company*, according to their respective Proportions, and Shares, in the Joint or United Capital Stock of the said Company: And do and shall issue and pay, or cause to be issued and paid, all such Sum, and Sums of Money, as, after the said Term of Seven Years, shall incur, and become due and payable, for or upon the said yearly Sums, amounting to One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds, until the Redemption thereof by Parliament, unto the Treasurer of The said *English Company*, for the Time being, to be appointed, under their Common Seal, to receive the same, by whatsoever Name The said *English Company* shall then be called or known, in Trust, and for the Use of the several and respective Persons, and Corporations;

And after the
24th of July,
1702, to be
paid to the
Managers
Treasurer
for 7 Years:

And after 7
Years, to the
Treasurer of
the English
Company:

the Payments
to be made
weekly :

The English
Company to
receive the
Annuity of
1673500,
until trans-
ferred to the
Governor and
Company;

to export
One-Tenth,
in the Growth
&c. of Eng-
land ;

an Account
thereof to be
delivered to
the Privy-
Council, in
April, yearly.

rations, who shall then be Members of The said *English Company*, according to their respective Proportions and Shares, which they shall then have in the Joint or United Stock of the said Company; and that the Payments thereof be made weekly, or as fast as the abovesaid Duties shall produce Monies into the Exchequer, for the same, so as, by such weekly or other Payments, the whole of the Annuities, due to The said *English Company*, at the End of any One Quarter, be not exceeded, as in and by the said recited Act is prescribed: Provided nevertheless, that the said Treasurer, for the Time being, shall, from Time to Time, as he shall receive the same, pay the Annuities, from henceforth to grow due, for or in respect of the said Six Hundred Seventy-three Thousand Five Hundred Pounds Stock, to be computed by the Day, until the respective Times of transferring the same, unto the Cashier of The said *English Company*, to be appointed by the Directors of the same, for the Account of the present Additional Stock of the same Company, and as well The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as also The said *English Company, Trading to the East-Indies*, for themselves, jointly and severally, do covenant, promise and grant, to and with Her Majesty, Her Heirs and Successors, by these Presents, in Manner and Form following, that is to say, that The said *English Company*, yearly, during the said Term of Seven Years, shall export and carry, or cause to be exported and carried, to the *East-Indies*, Goods of the Growth, Product, or Manufacture of this Kingdom of *England*, amounting in Value, at least, to the Tenth Part of the whole Sum, for which the said Company shall, by Virtue of the said Act of Parliament, or these Presents, actually trade thither, in such Year; and that the Managers, for the said United Trade, for the Time being, do and shall give in, and deliver to Her Majesty, Her Heirs and Successors, in Her or their Privy-Council, in the Month of *April*, yearly, during the said Seven Years, a true Account or Inventory, fairly written and signed by Two or more of the said Managers, containing the Nature, Quality, Quantity, and Prime Costs of all such Goods, of the Growth, Product, or Manufacture of *England*.

England, as in the preceding Year shall have been exported by The said *English Company*, together with the Place, Town or Port, from whence the said Goods were exported to the *East-Indies*; and that Oath shall be made of the Truth of such Account or Inventory, by the proper Officer or Servant of the said Company, who shall keep their Books, for the Entry of Goods Outwards, belonging to the said United Trade, to the best of their Knowledge, or by some other Person, who can swear to the Truth of such Account; and that none of the said Goods, so exported, shall be again landed in *England, Wales*, or the Town of *Berwick upon Tweed*, or be carried to any Country or Place, but to the *East-Indies*, or some Place within the Limits, for that Purpose, in the said Act mentioned.

And that The said *English Company*, or their Managers, yearly, during the said Term of Seven Years, by and on the Account of the said United Trade, and The said *English Company*, and their Successors, for ever, after the said Seven Years, during the Continuance of their Trade to the *East-Indies*, and other Parts aforesaid, shall furnish, sell, and deliver unto the Office of the Ordnance of Her Majesty, Her Heirs and Successors, or to such Person, or Persons, as Her Majesty, Her Heirs or Successors, shall, in that Behalf, direct or appoint, to Her Majesty, Her Heirs and Successors, shall, within the City of *London*, or Ten Miles thereof, Four Hundred and Ninety-four Tons, and a Quarter of a Ton, of good, clean and merchantable Saltpetre, when and as the same shall be required, by the Master, Lieutenant, or other Chief Officer or Officers, of or belonging to the Ordnance of Her Majesty, Her Heirs and Successors, or by such other Person, or Persons, as Her Majesty, Her Heirs and Successors, shall, from Time to Time, appoint, by Notice in writing, to be left at the Principal Office, to be kept by the said Managers; Her Majesty, Her Heirs and Successors, paying for the same, the Rates and Prices following, viz. For all the said Saltpetre, to be served in Time of Peace, Forty-five Pounds per Ton, and in Time of War, Fifty-three Pounds per Ton; and

Four Hundred
and Ninety-
four Tons,
and One
Quarter, of
Saltpetre to be
furnished to
Her Majesty;

at £45 per
Ton in Peace,
and £53 per
Ton in War;

the Refrac-
tion settled at
£15 per Cent.

and it is hereby agreed and declared, that upon the refining of the said Saltpetre (whether it be Brown or White) if the Refraction be above Fifteen Pounds, in every One Hundred and Twelve Pounds Weight, then the Overplus of such Refraction, at the Rate aforesaid, shall be repaid to Her Majesty, Her Heirs or Successors, by The said *English Company*, out of the said Price; and if the Refraction be under Fifteen Pounds, in every One Hundred and Twelve Pounds Weight, then The said *English Company* shall be allowed and paid, at the Price aforesaid, so much more as the Difference between the real Refraction of their Petre, and the said stated Refraction of Fifteen Pounds, in every One Hundred and Twelve Pounds Weight, shall amount to; which Quantities of Saltpetre, so covenanted to be delivered as aforesaid, are and shall be taken to be the same, which are mentioned in an Act of Parliament, made and passed in the present First Year of Her Majesty's Reign, entitled, *An Act for granting an Aid to Her Majesty, by divers Subsidies, and a Land Tax.*

A Protestant
Minister to be
maintained at
St. Helena,
and all the
Superior Fac-
tories;

AND Her Majesty's further Will and Pleasure is, and She doth hereby direct and appoint, that The said *English Company*, and their Successors, according to the Provision made in that Behalf, in their said Charter of the Fifth of *September*, in the Tenth Year of His said late Majesty's Reign, shall constantly maintain a Protestant Minister and School-Master, in the Island of *Sancta Helena*, and also One Protestant Minister, in every Garrison and Superior Factory, which the same Company, or their Successors, shall have in the *East-Indies*, or other the Parts within the Limits aforesaid; and shall also, in such Garrisons and Factories respectively, provide or set apart a decent or convenient Place for Divine Service only; and shall also take a Chaplain on-board every Ship, which shall be sent by the same Company to the *East-Indies*, or other the Parts within the Limits aforesaid, which shall be of the Burthen of Five Hundred Tons, or upwards, for such Voyages; the Salary of which Chaplain shall commence from the Time that such Ship shall depart from

and a Chap-
lain in every
Ship of 500
Tons;

from *England*; and moreover, that no such Minister shall be sent, by the same Company, to the said *East-Indies*, or other the Parts within the Limits aforesaid, until he shall have been first approved of by the Arch-Bishop of *Canterbury*, or Bishop of *London*, for the Time being; all which said Ministers, so to be sent, shall be entertained, from Time to Time, with all due Respect, and shall have Precedence next after the Fifth Person, that shall be of the Council, in any of the Superior Factories, and shall have the like Treatment in their Passage to and from *India*. And Her Majesty doth hereby further will and appoint, that all such Ministers as shall be sent, as aforesaid, to reside in *India*, or other the Parts within the Limits aforesaid, shall be obliged to learn, within One Year after their Arrival, the *Portuguese* Language, and shall apply themselves to learn the Native Language of the Country, where they shall reside, the better to enable them to instruct the Gentoos, that shall be Servants or Slaves of the said Company, or of their Agents, in the Protestant Religion: And that in case of the Death of any of the said Ministers, residing in the *East-Indies*, or other the Parts within the Limits aforesaid, the Place of such Minister, so dying, shall be supplied by One of the Chaplains out of the next Ships, that shall arrive at or near the Place where such Minister shall happen to die: And further, that The said *English Company*, and their Successors, shall, from Time to Time, provide School-Masters, in all the said Garrisons, and Superior Factories, where they shall be found necessary.

to be approved
by the Arch-
bishop of
Canterbury,
or Bishop of
London;

Chaplains
Rank:

Their Duty.

Vacancies,
how to be
supplied:

School-Mas-
ters to be sent
to all necessary
Places.

AND Her Majesty's Pleasure is, and She doth hereby grant, will and appoint, that the said *Two Companies*, or either of them, by Virtue of the Covenants and Agreements of them, or either of them, or any other Clauses in the said former Charters contained, shall not be obliged, during the said Term of Seven Years, to export or carry out Goods, of the Growth, Product, or Manufacture of *England*, to a greater Value yearly than the said Tenth Part, hereby covenanted to be exported, or to furnish more than the said Four Hundred Ninety-four Tons, and a Quarter of a Ton, of Saltpetre yearly, unless it be the

Two Com-
panies not o-
bliged to ex-
port more
Goods than
in this Char-
ter directed;

or furnish
more than
494½ Tons of
Saltpetre.

the furnishing such Quantities of Saltpetre as the said Companies, or either of them, upon their said former Covenants, ought to have furnished, before the Date of these Presents, any Thing in these Presents, or in the said former Charters, or any of them, contained to the contrary notwithstanding.

Release from Her Majesty of former Covenants, relating to the Exportation of the Product of England, and furnishing Saltpetre, except what has been already demanded.

AND accordingly, Her Majesty is graciously pleased to pardon and release, and doth hereby pardon, release and discharge, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and also The said *English Company, Trading to the East-Indies*, of and from their respective former Covenants and Agreements, in their several Charters, for or concerning the same (except as to so much Saltpetre as ought to have been delivered, before the Date hereof) in pursuance of, and according to the true Intent and Meaning of such Covenants.

The Companies Seals to be taken for all Customs, except the Duty of 15 per Cent. on Muslins.

AND Her Majesty doth hereby, for Herself, Her Heirs and Successors, for the better Encouragement, as well of the said United Trade, for the said Term of Seven Years, as for the Trade to the *East-Indies*, from thenceforth to be carried on by The said *English Company*, and for Encouragement of the said *Two Companies*, and their respective Trades, condescend, declare and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and to and with The said *English Company, Trading to the East-Indies*, respectively, and their respective Successors, and accordingly Her Majesty doth hereby appoint and direct, that in all Cases, where Security may by Law be taken, for the Payment of any Customs, Poundage, Subsidy, Excise, Impost, Additional or other Duties whatsoever, payable upon any Goods or Merchandizes whatsoever, to be imported by the said Companies, or either of them (the Duty of Fifteen Pounds *per Cent.* on Muslins, granted, or continued, by an Act of Parliament, of the Twelfth Year of the Reign of His late Majesty, King *William* the Third, only excepted) the respective Bonds of the Company, so importing the same, shall be accepted as a Security for such

such Customs, or other Duties, as aforesaid (except before excepted) and upon giving of or entering into such Bonds, the Commissioners of the Customs, for the Time being, and all other Officers of Her Majesty, Her Heirs or Successors, for the Time being, employed in the Management, receiving or collecting of such Customs, or other Duties, shall, from Time to Time, give unto The said *Governor and Company*, and to The said *English Company* respectively, their respective Agents, Factors or Assigns, their Cockets, or other sufficient warrants, to unlade, unship, take up, or take out and receive on Land, the said Goods, Wares and Merchandizes, by Virtue thereof, without any Delay, Forfeiture, Disturbance or Interruption, or any farther Claim or Demand whatsoever.

AND furthermore, Her Majesty's Will and Pleasure is, and She doth hereby, for Herself, Her Heirs and Successors, authorize, and empower, the said Managers of the said United Trade, or any Thirteen or more of them, to administer an Oath to all the inferior Officers, Agents and Servants, which shall be employed in the Service of The said *English Company*, in relation to the said United Trade, for the faithful and due Execution of the several Places, and Trusts, in them reposed, in the Words, or to the Effect following, that is to say:

The Court of Managers to administer an Oath to the Officers, Agents and Servants.

I *A. B.* being elected into the Office or Place of Treasurer, for the Affairs of the United Trade of The *English Company, Trading to the East-Indies*, do swear, that I will be true and faithful to The said *English Company*, and will duly, and faithfully, execute and discharge the said Office, and Place, of Treasurer, to the utmost of my Skill and Power.

Oath of Officers.

So help me God.

AND the like Oath to the other Officers, Agents and Servants respectively (*mutatis mutandis.*)

The General
Courts of both
Companies
may make By-
Laws, for the
United
Trade:

And each
Company se-
parately for
their separate
Affairs:

AND Her Majesty, for Herself, Her Heirs and Successors, doth grant unto The said *English Company, Trading to the East-Indies*, that, from Time to Time, during the said Term of Seven Years, it shall and may be lawful, to and for The said *English Company*, in their Courts, to be, from Time to Time, holden for that Purpose, to make and constitute reasonable By-Laws, Constitutions, Orders and Ordinances, from Time to Time, for the Management and good Government of the said United Trade, and of the Managers, Factors, Agents, Officers, and others concerned in the same, and to inflict reasonable Penalties and Punishments, by Mulcts and Amerciament, for any Breach or Breaches thereof, and to levy, take, and receive such Mulcts and Amerciaments, to the Use of the said United Stock, without any Account, or other Matter or Thing, to be therefore rendered to Her Majesty, Her Heirs or Successors, so as such By-Laws, to be made by The said *English Company*, be approved of, under the Common Seal of The said *Governor and Company of Merchants of London, Trading into the East-Indies*: And that, from Time to Time, during the said Seven Years, it shall and may be lawful, to and for each, and either of the said *Two Companies*, severally, by a Majority of the qualified Votes, in any General Court of the same Company only, to make and constitute reasonable By-Laws, Constitutions, Orders and Ordinances, and to act, order, and do all other Matters and Things, as are proper to be done, by each of the said Companies in particular, or do only bind, and conclude, the Interest of that Company, which shall make such By-Laws, Orders or Ordinances respectively, and to inflict reasonable Penalties and Punishments, for any Breach or Breaches thereof, by Mulcts or Amerciaments, and to levy such Mulcts and Amerciaments to the Use of the particular Company, which shall make such By-Laws, Orders or Ordinances, without any Account to be rendered for the same, in like Manner, and as fully, in all Respects, as the same Company respectively might have done, before the executing hereof, so as The said *Governor and Company of Merchants of London, Trading into the East-Indies*, in all Distributions to be made,

durin

during the said Term, of the Parts belonging to The said *English Company*, of and in the said Mulcts and Amerciaments, be always excluded from any Share, in respect of the Stock, which The said *Governor and Company* have or shall purchase, or have, as aforesaid, in the Principal and New Additional Stock of The said *English Company*, and so as the By-Laws, Orders, Constitutions and Ordinances, to be made by The said *English Company* alone, shall not bind The said *Governor and Company*, nor any their Shares, or Interest, in the Fund or Trade of The said *English Company*, and so as the By-Laws, Orders, Constitutions and Ordinances, so to be made, be not repugnant to the Laws of this Kingdom, any Thing in these Presents, or in the said former Charters, or any of them, contained, or any other Clause, Matter or Thing, to the contrary notwithstanding: Nevertheless, it is hereby declared and agreed, between the said Companies, and The said *English Company, Trading to the East-Indies*, do hereby covenant and grant, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, that The said *English Company, Trading to the East-Indies*, shall not nor will, at any Time hereafter, during the said Term of Seven Years, contract any Debts, or take up, or borrow, any Sum or Sums of Money whatsoever, on the Credit, or Security, of the Common Seal of The said *English Company, Trading to the East-Indies*, for their separate Account (except for the Customs, Impositions or Duties, that shall become due, from the same Company, to Her Majesty, Her Heirs or Successors, on Account of the Old Additional Stock of The same *English Company*, which are to be paid, and borne, by the separate Effects of The said *English Company* only; and except such Debts, and Sums of Money, as shall, with the Consent of The said *Governor and Company*, or the said Managers, or any Thirteen or more of them, be contracted and borrowed, for the Benefit of the said United Trade, or otherwise) and for the better Performance thereof, it is hereby declared and agreed, by and between both the said Companies, that the Common Seal of The said *English Company* shall be preserved and kept, during the said Term of Seven Years, in the Custody of the said Managers, for the said United Trade, and shall not be affixed

or

The English
Company not
to borrow any
Money, on
their Com-
mon Seal, nor
contract any
Debts on their
separate Ac-
counts, except
for Customs,
&c.

and except
what shall be
borrowed, by
Consent of
both Compa-
nies, or their
Managers;

the Seal to be
kept by the
Managers;

and the English Company to use no Seal.

The Directors of the English Company may notwithstanding have Recourse to the Seal, and use it for their separate Concerns.

or let, during the said Term, to any Obligation, Contract, Instrument, Matter or Thing whatsoever, without the Concurrence of the General Court of each of the said Companies, or in pursuance of such General Rules, and Directions, as the said General Court shall jointly give, touching the same; and that The said *English Company*, during the said Seven Years, shall not make, or use any other Seal whatsoever, than the said Seal in the Custody of the said Managers: Provided always, and it is hereby agreed, and declared, to be the true Intent and Meaning of these Presents, and of the said Companies, that The said *English Company*, and their Directors, for the Time being, shall, from Time to Time, have free Recourse unto, and the free Use, and Liberty, of using and affixing the said Common Seal, for and in relation to all Matters and Things, concerning their own separate and particular Estates, Effects and Affairs, and the receiving, getting in, ordering, or Management thereof, or relating thereunto, so as, by the setting the Common Seal, the United Stock may not thereby be charged, and for and concerning all other Matters and Things, wherein The said *Governor and Company*, or the said United Stock and Trade, are not nor can be concerned, or charged, and also, for Security to be given for the Customs, Impositions and Duties, to become due from The said *English Company*, on Account of their said Old Additional Stock, and which is to be paid, and borne, out of the same as afore said, any Thing herein contained to the contrary notwithstanding.

The Managers, or any deputed by them, may seize Ships, or Goods forfeited, and do all Things that Custom-house Officers can do.

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby grant, and give, full Power and Authority to The said *English Company*, that they, or any Thirteen or more of the said Managers, by themselves, their Deputies, Factors, Substitutes and Assigns, shall and may, from Time to Time, and at all Time or Times, during the said Term of Seven Years, take and seize all such Ships, Vessels, Goods, Merchandizes, Bullion, Wares and Commodities whatsoever, in *England*, or in the *East-Indies*, or elsewhere, which, by Virtue of the said Act of Parliament, shall or may be forfeited, or shall be seizable for Want of any Entry, or for any false Entry, or for Want of any Affirmation to be made,

as the said Act directs, or for Non-payment of the said Duty of Five Pounds *per Cent.* or for unlawful trading or trafficking, or for any other Offence against the said Act, or for any Cause whatsoever, whereupon the same, or any of them, shall be forfeited, or shall or may be seized, by Virtue of the same Act; and, for that End and Purpose, shall and may, from Time to Time, make, do, perform, and execute all such Matters and Things, and in such ample Manner and Form, as any Officer, or Officers, of the Customs of Her Majesty, Her Heirs and Successors, can or may lawfully do, perform or execute, in or for the seizing, or recovering, of any uncustomed or prohibited Goods whatsoever, and as Her Majesty can lawfully empower the said Managers to make, do, perform and execute.

AND whereas, by the said recited Act, One-Fourth Part of the Forfeitures, and Penalties, therein mentioned, for unlawful trading, is given to such as shall seize, inform, or sue for the same: And The said *English Company* is entitled to the other Three-Fourth Parts thereof, bearing the Charges of Prosecution: It is now declared and agreed, by and between the said Companies, that the said Three-Fourth Parts of all Forfeitures, and Penalties, upon the said Act, for such unlawful trading, and all other Forfeitures whatsoever, which shall, at any Time from henceforth, accrue to The said *English Company*, and be by them received (other than of such Forfeitures, and Penalties, which shall accrue to The said *English Company*, by the Act, or Default, of The said *Governor and Company*, their Factors, Servants or Agents, done or omitted, or to be done or omitted, by reason of any Act, or Order, of The said *Governor and Company*, or their Committees, done or ordered to be done, before the Date of these Presents, if any such shall be, the Benefit whereof shall belong wholly to The said *Governor and Company*) shall be divided and distributed (after all Charges deducted) to and amongst all the Members concerned in the said United Trade, according to their Proportions therein: Provided always, and it is hereby agreed, by and between the said Companies, and Her Majesty, for Herself,

Forfeitures how to be distributed.

The English Company, at the Request of

Her

the Managers,
to grant Li-
cence to the
Agents, Fac-
tors and Mari-
ners, to India;

and also to the
Governor and
Company, to
bring Home
their Effects;
and to license
Free-Mer-
chants to im-
port Dia-
monds.

Her Heirs and Successors, doth hereby grant and appoint, that when, and as often as the said Managers, or any Thirteen or more of them, shall give or make any Order, in that Behalf, and signify the same to The said *English Company*, or to the Court of Directors thereof, they, The said *English Company*, shall and will license, or permit, all or any the Agents, Factors and Mariners, which, at any Time or Times, during the said Term of Seven Years, shall be employed in or about the United Trade, as aforesaid, or in or about the managing, or bringing Home the present Effects of The said *Governor and Company*, to trade and traffick, and to export and import in the Ships, which shall be employed from any Part of the *East-Indies*, or other the Parts within the Limits aforesaid, and for and upon the only Account of such Agents, Factors and Mariners, or any of them, such Goods and Commodities, and such Proportions thereof, and in such Manner, and Form, as shall, from Time to Time, be allowed and prescribed, in and by such Orders, or Directions, of the said Managers, and not otherwise; and also to grant Licences, and Permits, for the bringing Home the Estate and Effects of The said *Governor and Company*, now being beyond the Seas, in such Manner as shall be directed by the said Managers, or any Thirteen or more of them; and also to license and permit any Free-Merchants, or other Persons, or Corporations (the *Bank of England* only excepted) at any Time or Times, to trade or traffick, and to import in any of the Ships, to be employed by the said Managers, upon Account of the said United Trade, to and from any Part of the said *East-Indies*, or other the Parts within the Limits aforesaid, any Diamonds, Jewels, Pearls, Precious Stones, Musk, Ambergris, and other Commodities, or any of them, and in such Manner and Form as shall, from Time to Time, be limited or prescribed, by such Orders, or Directions, of the said Managers, as aforesaid, due Entries being made thereof, and the Duties of the same paid, or secured to be paid, at the *Custom-House* of Her Majesty, Her Heirs and Successors, at the Place where the same shall be imported, before the landing thereof, so always, that the Sum, for which The said *English Company*, and the said Managers, and the said Agents, Factors, Mariners, Free-Merchants, Persons

Persons and Corporations, so to be licensed, shall yearly trade, do not, in any Year of the said Term of Seven Years, exceed the yearly Sum, or Proportion, for which the said Company may lawfully trade, within the same Year, by Virtue of the said Act of Parliament, and of these Presents, any Thing in the said former Charters, or in these Presents, contained to the contrary notwithstanding.

And Her Majesty, of Her more especial Grace, certain Knowledge and mere Motion, for Herself, Her Heirs and Successors, doth also hereby grant to The said *English Company*, and doth will, command, ordain and appoint, and the said *Two Companies* do consent and agree, by these Presents, that the General Courts or each of the said *Two Companies* concurring, or, in default thereof, the said Managers, for the said United Trade, or any Thirteen or more of them, assembled as aforesaid, shall, from Time to Time, during the said Term of Seven Years, have the sole ordering, Rule, and Government of all the Forts, Factories, Plantations and Settlements, belonging to the said Company, and of the Courts, to be lawfully erected and held, by Virtue of the Powers, granted in and by the said Charter, of the Fifth of September, in the Tenth Year of the said late King, according to the Rules and Directions in the said Charter, within the *East-Indies*, and other the Parts within the Limits aforesaid, and the Revenues, Rents, Issues, and Profits thereof; and shall and may name, and appoint, Governors and Officers, to command, govern, and order the same Forts, Factories, Plantations and Settlements, at any Time or Times, during the said Term of Seven Years, and them, or any of them, remove and displace, at their Wills and Pleasures: And that such Governors, and Officers, shall and may, according to the Directions of the said General Courts, concurring as aforesaid, or, in default thereof, of the Managers, for the said United Trade, or of any Thirteen or more of them, build Castles, Forts, Fortifications, and other Places of Strength, and fortify and furnish the same with Guns, Ammunition, and other Military Stores, and raise, train, and muster such Military Forces as shall or may be necessary, for the Defence of the said Forts, Places,

The General
Courts of both
Companies,
or the Mana-
gers, to have
the Govern-
ment, &c. of
all the Forts,
Factories, &c.

Liberty to
build Castles,
Fort, &c. and
to provide
Military
Forces.

Places, Plantations and Settlements respectively (the sovereign Right, Power, and Dominion over all the said Forts, Places, Plantations and Settlements, to Her Majesty, Her Heirs and Successors, being always reserved) any Thing in the said former Charters, or any of them, or in these Presents, contained to the contrary notwithstanding.

Liberty to
coin foreign
Coins, in
India.

AND Her Majesty, of Her further special Grace, certain Knowledge and mere Motion, for Herself, Her Heirs and Successors, doth hereby give, and grant, unto The said *English Company, Trading to the East-Indies*, their Successors and Assigns, full Power, Licence and Authority, in all and every such Forts, Factories and Settlements, as they are or shall be possessed of, within the Limits aforesaid, to coin all or any Species of Money, usually coined by the respective Princes of those Countries only (such respective Princes permitting the same) so as the Monies, to be so coined by The said *English Company*, or their Order, be agreeable to the Standards of the said Princes Mints, both in Weight and Fineness.

Conveyance
of Bombay,
and St. Helena.

AND whereas the Port and Island of *Bombay*, in the *East-Indies*, which was granted by His late Majesty King *Charles the Second*, by Letters Patents, dated the Seven and Twentieth Day of *March*, in the Year of Our Lord, One Thousand Six Hundred and Sixty-eight, and in the Twentieth Year of His Reign, unto The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and the Island of *Sancta Helena*, which was granted to The said *Governor and Company*, by His said late Majesty King *Charles the Second*, by Letters Patents, dated the Sixteenth Day of *December*, in the Year of Our Lord, One Thousand Six Hundred and Seventy-three, and in the Five and Twentieth Year of His Reign, are Part of the Dead Stock of The said *Governor and Company*, mentioned in the said Deed, under the Seals of both the said Companies, and are agreed, and intended to be granted and conveyed, by The said *Governor and Company*, to The said *English Company*; Her Majesty is graciously pleased hereby

to

to direct, and appoint, license, and allow, The said *Governor and Company*, to make such Grant, and Conveyance, of the said Ports, and Islands, and Premises, granted to The said *Governor and Company*, by the said several Letters Patents, dated the said Seven and Twentieth Day of *March*, in the said Twentieth Year of the Reign of His said late Majesty, King *Charles the Second*, and the said Sixteenth Day of *December*, in the said Five and Twentieth Year of His Reign.

AND Her Majesty doth hereby, for Herself and Her Successors, graciously grant and agree, to and with The said *English Company, Trading to the East-Indies*, and their Successors, that, from and after such Grant, and Conveyance, of the said Ports, and Islands, shall be made and executed, from The said *Governor and Company*, to The said *English Company*, Her Majesty, Her Heirs or Successors, at the humble Request of The said *English Company, Trading to the East-Indies*, shall and will ratify, and confirm, the said Grant, so to be made, and also grant to The said *English Company*, and their Successors, the said Islands and Premises, with the Appurtenances, with such Rights, Liberties, Franchises, Pre-eminences, Territories, Powers, Privileges, Immunities, Authorities, Hereditaments and Things, as Her Majesty can and may lawfully grant, and which, by the same respective Letters Patents, of the said Twenty-seventh of *March*, and of the Sixteenth of *December*, or either of them, were granted to The said *Governor and Company*.

Which Her
Majesty will
confirm, upon
Application.

AND Her Majesty doth hereby, for Herself, Her Heirs and Successors, charge and command all Admirals, Vice-Admirals, Generals, Commanders, Commissioners of the Customs, Justices of the Peace, Mayors, Sheriffs, Customers, Comptrollers, Searchers, Waiters, and other Officers, and Ministers of Her Majesty, Her Heirs and Successors, whatsoever, to be, from Time to Time, in all Things, aiding, helping, and assisting, to The said *English Company, Trading to the East-Indies*, and their Managers, and all others employed under them, in the said United Trade, as they tender the Displeasure of Her Majesty, Her Heirs and Successors.

All Admirals
to be assisting.

Neither Com-
pany to do
any Thing to
frustrate this
Agreement.

AND it is hereby declared and agreed, that neither of the said *Two Companies* (without the Concurrence and Consent of the other) shall or will, at any Time or Times hereafter, during the said Term of Seven Years, do, permit, or procure to be done, or committed, or endeavour to attempt any *Act, Matter or Thing* whatsoever, whereby the carrying on the said United Trade, for the said Term of Seven Years, in such Manner and Form as aforesaid, or whereby any of the Powers, Directions and Agreements, contained in this Indenture, in relation to such Trade, or whereby the carrying on the said Trade, after the said Term of Seven Years, according to the present Charter of The said *English Company*, shall or may be frustrated, obstructed, or become ineffectual, in any Manner of wise, any Clause, Matter or Thing, in the said former Charters, or any of them contained, or any other Matter or Thing whatsoever, to the contrary in any wise notwithstanding.

The Go-
vernor and
Company not
to give their
single Voice
in the General
Courts of the
English Com-
pany.

AND Her Majesty doth hereby will and appoint, and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, do hereby covenant, promise and grant, to and with The *English Company, Trading to the East-Indies*, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall not, nor will, at any Time or Times, during the said Term of Seven Years, in any General Court of The said *English Company*, give the single Voice, which they might give, by their Deputy, as a Member of The said *English Company*.

The Go-
vernor and
Company
may admit
any Person
into their
Company,
without Fine
or Oath, un-
less required.

AND whereas The said *Governor and Company of Merchants of London, Trading into the East-Indies*, have, by their present Charters, Power to admit, into the Freedom of their Company, Her Majesty's natural-born Subjects of this Kingdom, and Persons naturalized and endenized, paying the Sum of Five Pounds to the same Company, by way of Fine, for his or their Admission into the same; Her Majesty is graciously pleased, at the humble Suit of the
Governor

Governor and Company, last mentioned, to grant and appoint, and doth hereby, for Himself, Her Heirs and Successors, order and direct, that it shall and may be lawful, to and for The said *Governor and Company*, last mentioned, during such Time as they are to continue a Corporation, according to the true Intent and Meaning of these Presents, to admit, into the Freedom of the said Company, any Person or Persons, Natives or Foreigners, coming in, by Purchase of any Part of the General Joint Stock of the same Company, without paying any Fine, for his or her Admission into the said Freedom, or being obliged to take the Oath usually taken, by such as become Members of the said Company, unless required, any Thing in the Charters last mentioned, or any of them contained, to the contrary notwithstanding.

AND this Indenture further witnesseth, and Her Majesty, for Himself, Her Heirs and Successors, doth hereby will, ordain and appoint, and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and their Successors, by these Presents, that The said *English Company, Trading to the East-Indies*, and their Successors, immediately from and after the End of the said Term of Seven Years, and from Time to Time, from thenceforth, for ever (unless in case of such Redemption by Parliament as aforesaid) shall and may, by whatsoever Name the said Company shall then be called or known, have, hold, exercise and enjoy, and be entitled in Law and Equity to have, hold, exercise and enjoy, the full, whole, entire, absolute, exclusive Trade, and Benefit of Trade, trafficking and merchandizing, to and from the *East-Indies*, and other the Parts within the Limits aforesaid, which shall or may be exercised or enjoyed, for and in respect of the said whole Sum of Nineteen Hundred Seventy-seven Thousand Pounds, and for and in respect of the said yearly Sum of One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds; Part of the said yearly Fund of One Hundred and Sixty Thousand Pounds, without any
Let,

The English
Company,
after 7 Years,
to enjoy the
whole Trade
to India,
which may be
carried on, in
respect of the
whole United
Joint Stock.

Let, Suit, Denial, or Interruption, of or by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, or their Successors, or any Person or Persons, Bodies Politick or Corporate, whatsoever, lawfully claiming, or to claim from, by or under them, or any of them, or by their or any of their Act, Means or Procurement.

The Governor and Company, within 40 Days after the said 7 Years, to assign their Stock to their own Members;

except £100000 in Trust for several Purposes;

and the Members of the Governor and Company then to become Members of the English Company; and after the said 7 Years

AND that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall and will, within Forty Days after the End of the said Term of Seven Years, transfer and assign, in due Form of Law, to and amongst the then Members of their own Company, as aforesaid, according to the several Shares, and Interests, of and in the General Joint Stock of the same Company, all the Stock, which The said *Governor and Company*, at the End of the said Term, shall have, of and in the Principal, or Capital and New Additional Stock of The said *English Company*, except such Part thereof as The said *Governor and Company of Merchants of London* shall, or may, at such Time, think proper to transfer, and assign, to any Person or Persons, not exceeding One Hundred Thousand Pounds, in Trust, in the First Place, for the better securing the Payment of such Debts, or Sums of Money, as they shall then owe (if any such there shall then be) and not be sufficiently secured, to be paid by the Assignment herein after mentioned, to Her Majesty, Her Heirs or Successors, and Her or their Regrants, herein after mentioned, for the several Purposes therein contained, and afterwards in Trust for the several Members of the said Company, and to be assigned to and amongst them, in equal Proportions, according to their several and respective Interests in the Joint Stock of the said Company; and the then several Members of the said Corporation of The *Governor and Company of Merchants of London, Trading into the East-Indies*, shall thereupon be severally admitted, without Fee or Reward, and become Members of The said *English Company, Trading to the East-Indies*; and that, from and after the said Term of Seven Years, the whole Trade to the *East-Indies*, and other the Parts within the Limits aforesaid, for or in respect

respect of the said Capital Stock of Nineteen Hundred Seventy-seven Thousand Pounds, and for and in respect of the said Annuities, amounting to One Hundred Fifty-eight Thousand One Hundred and Sixty Pounds *per Annum*, shall, for ever (unless in case of Redemption by Parliament) be wholly managed, and carried on, by The said *English Company, Trading to the East-Indies*, by such Name as they shall then be called, and by their Directors, Sub-Committees, Officers, Agents, Factors and Servants according to their said Charter of the Fifth Day of September, in the Tenth Year of His late Majesty's Reign, and not otherwise, any Thing in these Presents, or in any former Charters or Letters Patents, or any of them, or any other Matter or Thing whatsoever, to the contrary in any wise notwithstanding.

AND it is Her Majesty's Royal Will and Pleasure, and She doth hereby, for Herself, Her Heirs and Successors, will and appoint, and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves and their Successors, do covenant, promise and agree, by these Presents, that, at some Time, before the End of the said Term of Seven Years, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall and will, by Indenture, under their Common Seal, to be enrolled in Her Majesty's *High Court of Chancery*, in due Form of Law, transfer, and assign, unto Our said Sovereign Lady, Her Heirs and Successors, all such Sums of Money, due and owing, on Account of Debts and Demands whatsoever, as The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall be then interested in, or any ways entitled in Law or Equity to ask, receive, demand or sue for, from any Persons or Corporations whatsoever, either at Home or Abroad, except their Shares and Interests in the said Capital Stock, and New Additional Stock of The said *English Company*, and such Estate, and Effects, which shall be reserved to be divided, and distributed, amongst their Members, according to the true Intent and Meaning of these Presents; to the Intent and Purpose, that Her Majesty, Her Heirs and Successors, may, within the Space of Ten Days then

the whole Trade to be managed by the English Company, according to their Charter of 5th September, 1693.

The Governor and Company, at some Time, before the End of 7 Years, to grant all their Debts and Effects to the Crown;

to the Intent the Crown may regant the same to Trustees, &c.

then next following, under the Great Seal of *England*, be pleased to regrant the same, to such Persons as shall be named, in the said Indenture of Assignment, of The said *Governor and Company*, and to the Executors and Administrators of such Persons, in Trust; nevertheless, in the First Place, to indemnify all such Persons, their Executors and Administrators, from all Damages and Expences whatsoever, which they, or any of them, may sustain, or bear, by their Acceptance of, or acting under such Regrant as aforesaid; and, in the next Place, for Payment of all and every the Debts of The said *Governor and Company of Merchants of London*, which shall remain, or be owing, or unsatisfied, to any Person or Persons, Bodies Politick or Corporate whatsoever; and afterwards, in Trust for the several Members of The said *Governor and Company of Merchants of London*, according to such Shares, or Interests, as they shall then have in the Joint Stock of the said Company, or for such other Purposes as The said *Governor and Company of Merchants of London* shall, in such Assignment, humbly request or desire.

The Queen directs such Regrant to be made within 10 Days after.

AND Our said Sovereign Lady, the Queen, is graciously pleased to declare, that, within Ten Days after the making such Grant and Assignment, Her Majesty, Her Heirs and Successors, shall and will, by Letters Patents, under the Great Seal of *England*, make such Regrant as aforesaid, to such Persons, and under such Trusts as aforesaid, with Power to sue for and recover the same, in the Name of Her Majesty, Her Heirs and Successors, or in the Name or Names of the said Trustees, and with such other Powers, and Clauses, as may make such Regrant most effectual, and as, by the Attorney or Solicitor General, for the Time being, of Her Majesty, Her Heirs or Successors, shall be reasonably advised: And Her Majesty, Her Heirs or Successors, will, authorize and command, the Chancellor or Keeper, or Commissioners for keeping of the Great Seal of *England*, for the Time being, and all others to whom it may appertain, to cause good and sufficient Letters Patents to be made forth, and passed, under the Great Seal of *England*, for making such Regrant as aforesaid.

AND

AND it is Her Majesty's further Will and Pleasure, and the true Intent and Meaning of the said *Two Companies*, and The said *Governor and Company of Merchants of London, Trading into the East-Indies*, do also hereby agree, covenant, promise and grant, to and with The said *English Company, Trading to the East-Indies*, and their Successors, that, within Two Months next after the End of the said Term of Seven Years, they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall and will, by a Deed, or Instrument in writing, under their Common Seal, enrolled in Her Majesty's High Court of Chancery, in due Form of Law, absolutely surrender and yield up unto Her Majesty, Her Heirs and Successors, their Corporation, or Body Politick, of The *Governor and Company of Merchants of London, Trading into the East-Indies*, and all their Charters, Capacities, Powers and Rights whatsoever, for acting as, or continuing to be any longer a Body Politick or Corporate, by Virtue of any Act of Parliament, Charters, or otherwise howsoever; and shall and will do any further or other Act, for the more effectual surrendering their Corporation and Charters, and for the determining their Being, as by the Council learned of The said *English Company, Trading to the East-Indies*, shall be reasonably advised.

The Governor and Company, within 2 Months, after the End of 7 Years, to surrender their Charter and Corporation;

and will do any further Act, for rendering the same more effectual.

AND Her Majesty, for Herself, Her Heirs and Successors, is graciously pleased to declare, and doth hereby promise, that Her Majesty, Her Heirs and Successors, shall and will accept such Surrender, and declare Her or their Acceptance thereof, under Her or their Great Seal, by Letters Patents, which the said Chancellor, Keeper, or Commissioners for keeping the Great Seal of *England*, for the Time being, are hereby authorized, and required, to make forth for that Purpose, without any further or other Warrant in that Behalf; it being the true Intent and Meaning of Her Majesty, for Herself, Her Heirs and Successors, and of both the said Companies, Parties herunto, for them and their Successors, that, from and after the said Term of Seven Years and Two Months, there shall only be and remain the said Body Politick and Corporate, now called The *English Company, Trading to the East-Indies*.

Her Majesty promises to accept such Surrender.

AND

Her Majesty grants, that within 10 Days after such Surrender, she will regrant, to Trustees, all such Estates, and Effects, as shall devolve upon the Crown, by such Surrender.

AND for the better preserving, and securing, all and every such Goods, Chattels, Wares, Merchandizes, Sums of Money, Debts and Demands, and Effects whatsoever, whereof The said Governor and Company of Merchants of London, Trading into the East-Indies, shall or may be possessed, or any wise interested in, or entitled unto, or might claim, at the Time of such Surrender to Her Majesty, Her Heirs or Successors, as aforesaid, for the Benefit of the several Persons, who shall then be Members of the said Company, Her Majesty is graciously pleased, and doth hereby, for Herself, Her Heirs and Successors, promise, and grant, to The said Governor and Company of Merchants of London, Trading into the East-Indies, that Her said Majesty, Her Heirs or Successors, shall and will, within ten Days next after making such Surrender as aforesaid, and the Enrolment thereof in Chancery, grant, transfer and assign, in due Form of Law, to such Persons as shall be named, in the said Indenture of Assignment, to be Trustees, for the Purposes therein mentioned, and to their Executors and Administrators, all and every such Goods, Chattels, Wares, Merchandizes, Sums of Money, Debts and Demands whatsoever (except as aforesaid) whereof The said Governor and Company of Merchants of London, Trading into the East-Indies, shall or may be possessed, or any ways interested in, or entitled unto, or might claim, at the Time of such Surrender, and which shall devolve unto or upon Her Majesty, Her Heirs or Successors, by Virtue of Her or their Royal Prerogative, or by Virtue of the said Surrender and Determination, or ceasing of the said Corporation, or Body Politick, of Governor and Company of Merchants of London, Trading into the East-Indies; subject nevertheless to the same Trusts, and to and for the same Intents and Purposes, as are herein before-mentioned, to be contained in the said Indenture of Assignment, and Her Majesty's Regrant thereupon, to be made as aforesaid.

After the Surrender of the Corporation

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby will, ordain, establish, order and appoint, and doth grant to The said English Company,

Company, Trading to the East-Indies, and their Successors, and the said Two Companies, for themselves, and their several Members and Successors, do respectively consent and agree, by these Presents, that, immediately from and after the Surrender of the Body Politick, Corporation, and Charters of The said Governor and Company of Merchants of London, Trading into the East-Indies, and Her Majesty's, Her Heirs, or Successors Acceptance thereof, the aforesaid Corporation, or Body Politick, established as aforesaid, and now called or known by the Name of The English Company, Trading to the East-Indies, shall, from thenceforth, for ever, continue the same Corporation and Body Politick, with Change of its Name, and be from thenceforth called by the Name of The United Company of Merchants of England, Trading to the East-Indies, and by that Name last mentioned, shall sue and be sued, do, perform and execute, and have all Capacities, Powers, Privileges, Benefits, Possessions and Advantages whatsoever, and be subjected and liable to all Laws, Rules, Directions and Orders whatsoever, in such and in the like Manner, and Form, as if the said Name of The English Company, Trading to the East-Indies, did or should continue, without any Alteration whatsoever, any Thing herein contained, to the contrary notwithstanding.

AND Her Majesty, for Herself, Her Heirs and Successors, doth hereby grant, to The said English Company, Trading to the East-Indies, and their Successors, and doth ordain and appoint, by these Presents, that the said Corporation, or Body Politick, now called The English Company, Trading to the East-Indies, and their Successors (by whatsoever Name they shall be called or known) by themselves, and by their own proper Directors, Sub-Committees, Managers, Agents, Factors and Servants, immediately from and after the End of the said Term of Seven Years, and from thenceforth, for ever (unless in case of Redemption by Parliament, as aforesaid) shall and may exercise, and enjoy, their said Trade, and all such Powers, Authorities, Privileges, Advantages, Benefits and Immunities, in and to the carrying on of the same, as are contained, and expressed,

of the Governor and Company, the English Company shall change its Name, and be called The United Company of Merchants of England, Trading to the East-Indies.

After 7 Years the English Company to carry on the Trade by their own Directors, &c. according to their Charter of 5th September, 1698.

expressed, in His late Majesty's said Charter, and Letters Patents, to them granted, and bearing Date the said Fifth Day of September, in the Tenth Year of His said late Majesty's Reign, according to the Tenor and Purport of the same Letters Patents, and subject to the Restrictions, Rules, Directions, Covenants, Proviso's, Agreements and Clauses therein, or in the said recited Act of Parliament contained, and expressed, and no other, and as if this present Indenture had never been made, the Covenant herein contained, concerning Saltpetre, only excepted.

And Her Majesty doth hereby, for Herself, Her Heirs and Successors, with the said Two Companies, and either of them, and their Heirs and Successors, shall and will, from Time to Time, at the humble Suit and Request of the said Two Companies, and not otherwise, during the said Term of Seven Years, give, and grant, unto The said English Company, such Power and other Powers, Privileges, Authorities, Matters and Things, which Her Majesty, Her Heirs or Successors, may or can lawfully grant, for the better Improvement and carrying on the said United Trade; and after the said Term of Seven Years, at the humble Suit and Request of the said Corporation, now called The English Company, by whatsoever Name it shall be hereafter called or known, give and grant thereunto such further and other Powers, Privileges and Authorities, Matters and Things, which Her Majesty, Her Heirs or Successors, may or can lawfully grant, from Time to Time, for the better Improvement and carrying on of the Trade aforesaid, so as all the said Powers, Privileges, Authorities, Matters and Things, be reasonable, and be approved of by the Attorney, or Solicitor General of Her Majesty, Her Heirs and Successors, on Her or their Behalf: Provided always, and it is the true Intent and Meaning of Her Majesty, and of the said Two Companies, Parties hereunto, and so hereby agreed and declared to be, that in case the said Two Companies shall jointly agree, that The Governor and Company of Merchants of London, Trading into the East-Indies, shall or may, sooner than the said Term

the
able Powers
and Privi-
leges.

If both Com-
panies agree,
the Governor
and Company
may, before
the End of 7
Years, trans-
fer their Stock

of Seven Years, assign and transfer their Share, in the Capital and New Additional Stock of The said English Company, which they have, or shall have, in their Politick Capacities, by Virtue of these Presents, unto their respective Members, in their natural Capacities, and thereby make them Members of The said English Company; that then, and in such Case, it shall and may be lawful, for them so to do, and thereupon the Method and Management of the said hereby United Stock, as herein is provided for, during the said Term of Seven Years, and all Matters and Provisions relating to the same, shall cease and determine; and the said Trade, Fund and Stock, shall from thenceforth be carried on, and managed, by The said English Company, Trading to the East-Indies, and their Directors, Servants, Agents and Officers, as is directed in the said late Charter of the Fifth Day of September, in the Tenth Year of His Majesty's Reign, any Thing herein before contained to the contrary notwithstanding: Provided also, and it is hereby agreed, and the true Intent and Meaning of these Presents, and of the said Companies, Parties hereunto, is, that in case The said Governor and Company of Merchants of London, Trading into the East-Indies, or their Successors, shall not pay the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, at the Place, and in the Proportions, and on the Days aforesaid, and herein appointed for the Payment of the same, or within Six Calendar Months next after such respective Days of Payment, that then, and from thenceforth, the said Joint Management, herein before agreed and directed, concerning the said Capital and Additional Stock, Fund and Trade, and all Matters relating to the same, shall cease and determine; and that immediately thereupon, next after any Default is made, the whole Trade, and Management of all Affairs relating hereunto, shall from thenceforth be carried on, and managed, by The said English Company, Trading to the East-Indies, and by their Directors, Officers, Agents and Servants, according to their said Charter of the said Fifth Day of September, in the Tenth Year of His said late Majesty's Reign, and not otherwise: And that then, and from thenceforth, The said Governor and Company shall not have, or be entitled to any other,

to their several Members;

and in such Case the Joint Management to cease.

If the Governor and Company do not pay for the Capital Stock, sold to them within 6 Months after the Times appointed, the Joint Management to cease.

other, or greater Part or Share, in the Profits of the said Trade, than in Proportion to their Share, and Interest, of and in the said Capital Stock of Nineteen Hundred Seventy-seven Thousand Pounds, any Thing herein contained to the contrary notwithstanding: Provided also, and it is hereby further agreed, and the true Intent and Meaning of these Presents, and of the said Companies Parties hereunto, is, that in case The said *English Company, Trading to the East-Indies*, or their Successors, shall not procure the Members of the said Company, or some of them, having sufficient Share or Shares for that Purpose, upon Payment of the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, by The said *Governor and Company of Merchants of London, Trading to the East-Indies*, on the Day and Times aforesaid, according to the true Intent and Meaning of these Presents, to transfer, and assign, to The said *Governor and Company of Merchants of London, Trading to the East-Indies*, or their Successors, the said Sum of Six Hundred Seventy-three Thousand Five Hundred Pounds, Part of the Capital and Principal Stock of The said *English Company* (exclusive of their present Additional Stock) and in Right thereof, Fifty-three Thousand Eight Hundred and Eighty Pounds per Annum, Part of their said yearly Fund of One Hundred Thirty-two Thousand Nine Hundred and Sixty-Pounds, in the Proportions, and on the Days aforesaid, and herein appointed for the Doing thereof, according to the true Intent and Meaning of these Presents, or within Six Calendar Months next after every respective Day, on which the same is herein before appointed to be done respectively, that then, and from thenceforth, the said Joint Management, herein before agreed and directed, concerning the said Capital and Additional Stock, Fund and Trade, and all Matters relating to the same, shall cease and determine; and that immediately thereupon, next after any Default so made, the whole Trade, and Management of all Affairs relating thereunto, shall from thenceforth be carried on, and managed, during the Residue of the said Term of Seven Years, by Twenty-four Persons, to be yearly elected and chosen, by The said *Governor and Company of Merchants of London, Trading to the East-Indies*, for the equal Benefit and Advantage

And in case the English Company do not transfer the same (being paid for) within 6 Months after the Days appointed, the said Ma-

1. carried over
24. chosen by the Governor and Company.

Advantage of all the Members of The said *English Company*, according to their respective Shares and Proportions in the same, any Thing herein contained to the contrary notwithstanding.

AND for the further encouraging the said *Two Companies*, to proceed cheerfully in getting Home their Effects, and carrying on the said Trade, Her Majesty is graciously pleased to pardon, and release unto them, and Her Majesty doth hereby pardon, and release, and for ever quit Claim, as well unto The said *Governor and Company of Merchants of London, Trading to the East-Indies*, as also unto The said *English Company, Trading to the East-Indies* and their respective Successors, all Forfeitures, Cause and Causes of Forfeitures, Trepasses, Misdemeanors, Crimes and Offences whatsoever, by them, or either of them, committed, either in *England*, or in Parts beyond the Seas, from the Beginning of the World to the Day of the Date hereof, the Customs, Dues and Duties, now due, or hereafter to become due, to Her Majesty, Her Heirs or Successors, for or in respect of any Goods, or Merchandizes whatsoever, or the Forfeitures accruing for Non-payment thereof, and the said Quantities of Saltpetre, which ought to have been delivered before the Date hereof, only excepted and foreprized.

Release from Her Majesty to both Companies.

AND Her Majesty doth hereby, for Herself, Her Heirs and Successors, grant, and declare, that this present Indenture, or the Enrolment thereof, shall be, in and by all Things, valid and effectual in the Law, according to the true Intent and Meaning of the same, and shall be taken, construed and adjudged, in the most favourable and beneficial Sense, and to the best Advantage, for the said *Two Companies*, and either of them (as the Case may be) against Her Majesty, Her Heirs and Successors, as well in all Courts of Record as elsewhere, notwithstanding any Want of Recital, Misrecital, Defect, Incertainty, or Imperfection in these Presents.

Her Majesty declares, that this Indenture shall be construed in the most favourable Sense, for the Advantage of both Companies.

Release from
the Governor
and Company
to the English
Company.

AND for the total Extinction of all Seeds and Causes of Controversie, between the said *Two Companies*, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, have remised, released, and for ever quit claimed, and do, by these Presents, remise, release, and for ever quit Claim, unto The said *English Company, Trading to the East-Indies*, and their Successors, all and all Manner of Actions, and Causes of Actions, Suits, Wrongs, Injuries, Debts, Accounts, Damages, and Trespasses whatsoever, which The said *Governor and Company of Merchants of London, Trading into the East-Indies*, in their Politick Capacity, have, may or can have, against The said *English Company, Trading to the East-Indies*, as a Corporation or Body Politick, for any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of this present Indenture.

And in like
Manner from
the English
Company to
the Governor
and Com-
pany.

AND in like Manner, The said *English Company, Trading to the East-Indies*, have remised, released, and for ever quit claimed, and do, by these Presents, remise, release, and for ever quit Claim, unto The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, all and all Manner of Actions, and Causes of Actions, Suits, Wrongs, Injuries, Debts, Accounts, Damages, and Trespasses whatsoever, which The said *English Company, Trading to the East-Indies*, in their Politick Capacity, have, may or can have, against The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as a Corporation or Body Politick, for any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of this present Indenture.

Two Parts of
this Indenture
to pass under
the Great
Seal.

AND Her Majesty is pleased, that Two Parts of this Indenture shall, in due Manner, be made forth and delivered, under the Great Seal of England, without Fine or Fee (great or small) to be paid to Her Majesty's Use, in Her Hanaper, or elsewhere.

IN Witness whereof, to One Part of this present Indenture, remaining with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, Her Majesty hath caused the Great Seal of England to be affixed: And The said *English Company, Trading to the East-Indies*, have caused their Common Seal to be affixed: And to One other Part thereof, remaining with The said *English Company, Trading to the East-Indies*, Her Majesty hath caused the Great Seal of England to be affixed: And The said *Governor and Company of Merchants of London, Trading into the East-Indies*, have caused their Common Seal to be affixed: And to One other Part of this Indenture, to remain with Her Majesty's Remembrancer, in the Court of Exchequer, for Her Majesty's Use, as well The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as The said *English Company, Trading to the East-Indies*, have caused their Common Seals to be affixed. Dated the Day and Year first above-written.

Per breve de privato Sigillo.

Cocks.

QUINQUE PARTITE,

Indenture of Conveyance

OF THE

DEAD STOCK

OF THE

Two EAST-INDIA COMPANIES.

Dated the 22d of July, 1702.

Indenture,
Quinque Par-
tite,

between the
Old Compa-
ny, the New
Company,
Sir Jeremy
Sambrooke,
Sir Thomas
Davall, &c.

THIS INDENTURE, QUINQUE PARTITE, made the Two and Twentieth Day of July, Anno Domini, One Thousand Seven Hundred and Two, and in the First Year of the Reign of Our Sovereign Lady, Anne, by the Grace of God, of England, Scotland, France, and Ireland, Queen, Defender of the Faith, &c. Between The Governor and Company of Merchants of London, Trading into the East-Indies, of the First Part; The English Company, Trading to the East-Indies, of the Second Part; Sir Jeremy Sambrooke, of London, Knight, of the Third Part; Sir Thomas Davall, of London, Knight, John Cudworth, and Francis Tyssen, of London, Esquires

Francis

(317)

Francis Eyer, and Samuel South, of London, Merchants, of the Fourth Part; and Sir James Bateman, Knight, and One of the Sheriffs of the City of London; Sir Edmund Harrison, of London, Knight; Gilbert Heatbcoate, Esq; and Alderman of the said City of London; Nathaniel Gould, Joseph Martin, Robert Raworth, and Thomas Vernon, of London, Esquires, of the Fifth Part. Whereas His late Majesty, King Charles the Second, in and by His Letters Patents, under the Great Seal of England, and bearing Date the Seven and Twentieth Day of March, in the Twentieth Year of His Reign, and which was in the Year of Our Lord, One Thousand Six Hundred Sixty and Eight, did, for the Considerations therein mentioned, give, grant, transfer and confirm, unto The said Governor and Company of Merchants of London, Trading into the East-Indies, their Successors and Assigns, all that the Port and Island Bombay, in the East-Indies, with all the Rights, Profits, Territories, and Appurtenances thereof whatsoever; and all and singular Royalties, Revenues, Rents, Customs, Castles, Forts, Buildings and Fortifications, Privileges, Franchises, Pre-eminences, and Hereditaments whatsoever, to the said Port and Island belonging, or in any wise appertaining, in as large and ample Manner, and to all Intents, Constructions and Purposes, as His said late Majesty then had and enjoyed, or might or ought to have, and enjoy the same, by Virtue and Force of the therein before-mentioned Grant, from the King of Portugal, and not further, or otherwise.

and Sir James
Bateman, &c.

Whereas, by
Charter of the
27th of
March, 1668,

Bombay was
granted to the
Old Com-
pany.

And His said late Majesty did likewise, by His said Letters Patents, constitute and appoint The said Governor and Company, and their Successors and Assigns, the true and absolute Lords and Proprietors of the said Port, and Island, and Premises aforesaid, and of every Part and Parcel thereof; saving and always reserving to His said Majesty, His Heirs and Successors, the Faith and Allegiance to Him, and them, due and belonging, and His Royal Power and Sovereignty of and over His Subjects, and Inhabitants thereof; to have and to hold the said Port, Island, and all and singular other the said Premises, unto them, The said Governor and Company, their Successors and Assigns, to the only Use

And they
were thereby
made absolute
Lords and
Proprietors
thereof;

Use of them, The said Governor and Company, their Successors and Assigns, for evermore; to be held of His said late Majesty, His Heirs and Successors, as of the Manor of *East-Greenwich*, in the County of *Kent*, in Free and Common Soccage, and not *in Capite*, nor by Knights Service, at the Rent of Ten Pounds, of lawful Money of *England*, in Gold, payable at the *Custom-House, London*, on the Thirtieth Day of *September*, yearly, for ever.

And by Charter of the 16th of December, 1673, *St. Helena* was granted to the said Company,

AND whereas His said late Majesty, King *Charles* the Second, by other Letters Patents, under the Great Seal of *England*, bearing Date the Sixteenth Day of *December*, in the Five and Twentieth Year of His Reign, and which was in the Year of Our Lord, One Thousand Six Hundred and Seventy-three, did give, grant and confirm, unto The said Governor and Company of Merchants of *London, Trading into the East-Indies*, all that the Island of *Sancta Helena*, with all the Rights, Profits, Territories, and Appurtenances whatsoever; and all the Soil, Lands, Fields, Woods, Mountains, Farms, Lakes, Pools, Harbours, Rivers, Bays, Isles, Islets, situate or being within the Bounds or Limits thereof; with the Fishing of all Sorts of Fish, Whales, Sturgeons, and all other Royal Fishes in the Bays, Islets and Rivers, within the last mentioned Premises, and the Fish therein taken; and all the Veins, Mines and Quarries, as well Royal Mines as other Mines, whether the same were then discovered or not discovered; and also all Gold, Silver, Gems and Precious Stones, and all other whatsoever, be it of Stones, Metals, or any Thing whatsoever, found or to be found, within the Veins, Mines or Quarries of the said Island, and last mentioned Premises; and all and singular Royalties, Revenues, Rents, Customs, Castles, Forts and Buildings, and Fortifications, then erected and to be erected, on the last mentioned Premises, or any Part thereof; and all Privileges, Franchises, Pre-eminences, and Hereditaments whatsoever, within the same, or to them, or any of them, then belonging, or in any wise appertaining, in as large and ample Manner, to all Intents, Constructions and Purposes, as His said late Majesty then had and enjoyed, or might or could have, or enjoy the same, by Virtue and

and Force of the therein before-mentioned Conquest thereof, or otherwise howsoever.

AND His said late Majesty did thereby likewise make, create and constitute, The said Governor and Company of Merchants of *London, Trading into the East-Indies*, and their Successors and Assigns, the true absolute Lords and Proprietors of the same Island, and Premises, and of every Part and Parcel thereof; saving and always reserving to His said Majesty, His Heirs and Successors, the Faith and Allegiance to Him, and them, due and belonging, and the Royal Power and Sovereignty of and over His Subjects, and Inhabitants there; to have, hold, possess and enjoy, the said Island, and all and singular other the Premises last mentioned, and therein before granted, or mentioned to be granted, unto them, The said Governor and Company of Merchants of *London, Trading into the East-Indies*, their Successors and Assigns, for ever, to the only Use of them, The said Governor and Company, their Successors and Assigns, for ever; to be held of His said Majesty, His Heirs and Successors, as of the Manor of *East-Greenwich*, in the County of *Kent*, in Free and Common Soccage, and not *in Capite*, nor by Knights Service.

And they were thereby made absolute Lords and Proprietors thereof.

AND His said late Majesty, for Himself, His Heirs and Successors, did thereby further grant, unto The said Governor and Company, that for the better Supply of the same Island (being a Place of no Trade or Traffick) and of the Castles, Fortifications, Forts, Garrisons, Colonies and Plantations, then erected and placed, or to be erected and placed, in or upon the same Island, or within the Precincts and Limits thereof, and of the Inhabitants there, to send out of this Kingdom to the same Island, and to the Castles, Fortifications, Forts, Garrisons, Colonies, Plantations, and Inhabitants thereof, all Kind of Cloathing, Provisions of Victuals, Ammunition, Ordnance, and Supplements necessary for such a Purpose, without paying any Custom, Subsidy, or other Duty, for the same; as also to transport and carry over such Numbers of Men, being willing thereunto, as they shall think fit.

With Liberty of sending Cloathing, Ammunition, &c. thither, Custom free; and of transporting Persons thither.

And whereas, by an Indenture Tripartite, under the Seals of England, and the 2 Companies, there are Directions for uniting the said Companies, and valuing the Old Company's Dead Stock at £330000 and the New Company's at £70000.

And conveying the Old Company's Dead Stock, under several Trusts, by Deed enrolled in Chancery; they enjoying what is in England for 7 Years.

And that Bombay and St. Helena be conveyed to

AND whereas, in and by an Indenture Tripartite, under the Great Seal of England, and likewise under the Common Seals of the said *Two Companies*, bearing even Date with these Presents, made between the Queen's Most Excellent Majesty, of the First Part; The said *Governor and Company of Merchants of London, Trading into the East-Indies*, of the Second Part; and The said *English Company, Trading to the East-Indies*, of the Third Part; The Queen's Most Excellent Majesty hath signified Her Royal Will and Pleasure, and given several Rules, and Directions, for the uniting of the said *Two East-India Companies*: And amongst several other Agreements, Matters and Things, in the said *Tripartite Indenture* contained, it is agreed, that the Dead Stocks of both the said Companies (the Particulars whereof are therein mentioned to be contained, in a Deed indented, bearing even Date with the said *Tripartite Indenture*, made under the Common Seals of both the said Companies) should be valued at Four Hundred Thousand Pounds, viz. The Dead Stock of The said *Governor and Company*, at Three Hundred and Thirty Thousand Pounds, and the Dead Stock of The said *English Company*, at Seventy Thousand Pounds, to be paid and allowed as therein is mentioned: And that the Dead Stock of The said *Governor and Company* should (for the Considerations in the said *Tripartite Indenture* mentioned, by Deed enrolled in the *High Court of Chancery*, be conveyed by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, unto The said *English Company, Trading to the East-Indies*, upon and under several Trusts, and Agreements, in the said *Tripartite Indenture* contained; and particularly under an Agreement, that The said *Governor and Company* should, for the Term of Seven Years, next ensuing the Date thereof, enjoy such Part of their said Dead Stock as is within the Kingdom of England.

AND whereas the said Islands of *Bombay and Santa Helena*, being Part of the Dead Stock of The said *Governor and Company*, the Queen's Most Excellent Majesty was further graciously pleased, in and by the said *Tripartite Indenture* to

give Leave, and Licence, unto The said *Governor and Company*, to convey and assure the same unto The said *English Company*, upon and under the Trusts and Agreements aforesaid, as by the said recited Letters Patents, and *Tripartite Indenture*, Relation unto them being respectively had, may more fully and at large appear.

Now this Indenture witnesseth, and it is hereby mutually granted, declared and agreed, by and between The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and The said *English Company, Trading to the East-Indies*, that the Particulars, herein after-mentioned, are the Particulars of the Dead Stocks of both the said Companies, mentioned and referred to, in and by the said recited *Indenture Tripartite*: And that this Indenture is, and is meant and intended, to be as well the Deed indented, under the Common Seals of both the said Companies, declaring the Particulars of each of the said Companies Dead Stock, which is referred unto, and mentioned in the said recited *Indenture Tripartite*, as the Deed of Bargain and Sale, of the Dead Stock of The said *Governor and Company*, to be enrolled in the *High Court of Chancery*, which is also referred to, and mentioned in the said recited *Indenture Tripartite*; and that the said Ports and Islands of *Santa Helena and Bombay*, and the Forts, Factories, Settlements, Revenues, Messuages, Warehouses, Estates and Things, herein after conveyed, or mentioned or intended to be conveyed, are the Particulars of the Dead Stock, of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, which are to be conveyed to The said *English Company, Trading to the East-Indies*, in pursuance of the said recited *Indenture Tripartite*: And therefore, and in pursuance and by Virtue of Her Majesty's Royal Intention, Leave and Licence, signified and given, in and by the said recited *Indenture Tripartite*, and in Part of Performance of the said recited Agreement, in the said recited *Indenture Tripartite*, in that Behalf, contained; and for and in Consideration of the Sum of One Hundred and Thirty Thousand Pounds, of lawful Money of England (Part of the said Sum of Three Hundred and Thirty Thousand Pounds) to them, The said *Governor*

This Indenture witnesseth, that the under mentioned Particulars are the Dead Stock of both Companies.

And the Bargain and Sale thereof to be enrolled.

And therefore, by the Queen's Leave, and in Performance of the said Agreement, between both Companies, and in Consideration of

and

£130000,
paid by the
Old to the
New;

and the Old
Company
having
£200000
Credit in the
United
Trade;

the said Old
Company do
sell, assign,
&c.

Bombay and
St. Helena,
and their Ap-
purtenances;

and Company of Merchants of London, Trading into the East-Indies, by The said English Company, Trading to the East-Indies, in Hand, at and before the Enfealing and Delivery of these Presents, well and truly paid, the Receipt whereof, they, The said Governor and Company of Merchants of London, Trading into the East-Indies, do hereby acknowledge, and thereof, and of every Part and Parcel thereof, do hereby acquit, release and discharge, The said English Company, Trading to the East-Indies, their Successors and Assigns; and in Consideration of the further Sum of Two Hundred Thousand Pounds, of like lawful Money, which The said Governor and Company is to have Credit for, in the Books of the intended United Trade, of The said English Company, as so much paid in by them, The said Governor and Company, by their Dead Stock, towards the New Additional Stock of The said English Company, according to the Tenor and true Meaning of the said recited Indenture Tripartite; they, The said Governor and Company of Merchants of London, Trading into the East-Indies, have granted, bargained, sold, assigned, and set over, and, by these Presents, do grant, bargain, sell, assign and set over, unto The said English Company, Trading to the East-Indies, their Successors and Assigns, all those, the said Ports and Islands of Bombay and Santa Helena, with all the Rights, Profits, Territories and Appurtenances whatsoever, to the same, or either of them, belonging or appertaining, and all the Soil, Lands, Fields, Woods, Mountains, Farms, Lakes, Pools, Harbours, Rivers, Bays, Isles, Islets, situate or being within the Bounds, or Limits of the said Ports and Islands, or either of them, with the Fishing of all Sorts of Fish, Whales, Sturgeons, and all other Royal Fishes in the Bays, Islets and Rivers, within the same Ports and Islands, or either of them, and the Fish therein taken; and all the Veins, Mines and Quarries, as well Royal Mines as other Mines, whether the same be discovered or not discovered; and also all Gold, Silver, Gems and Precious Stones, and all other whatsoever, be it of Stones, Metals, or any Thing whatsoever, found or to be found, within the Veins, Mines, or Quarries of the said Islands, or either of them, and all that Castle upon the said Island Bombay, called Bombay Castle, and the Forts of Mazagom, Makin, and

Syon, and Makim New Fort, Quere Fort, and Worle Fort, upon the said Island Bombay, and all and singular other Castles, Forts, Buildings, Out-Works and Fortifications, erected, or to be erected, upon the said Islands, or either of them, or the Bounds, Limits, or Territories of them, or either of them, and all Pieces of Ordnance, Guns, Fire-Arms, and other Arms, Powder, Shot, Ammunition and Stores, Slaves, Cattle, Household-Stuff, Dependencies, and Appurtenances whatsoever, in, upon, or belonging to the said Islands, or either of them; and all Revenues, Rents, Customs, Incomes and Profits, growing, arising, or renewing, or which shall grow, arise, renew, or become due or payable, within, for, or upon the said Islands, Forts, Castles and Territories, either or any of them; and all Prerogatives, Royalties, Privileges, Franchises, Pre-eminences, and Hereditaments whatsoever, of The said Governor and Company of Merchants of London, Trading into the East-Indies, within the same Islands, or either of them, or to them, or either of them, belonging or appertaining, or held, exercised or enjoyed, with, or in respect of them, or either of them, in as large and ample Manner, to all Intents, Contractions and Purposes, as The said Governor and Company of Merchants of London, Trading into the East-Indies, have and enjoy, or may or can have or enjoy the same, by Force and Virtue of the said recited Letters Patents, from the said late King Charles the Second, or otherwise howsoever, together with the Lordship and Propriety of the same Islands, and each of them, together also with the said several recited Letters Patents, and all other Letters Patents, Charters, Deeds, Evidences, Escripts, and Writings whatsoever, touching or concerning the same Islands, or either of them; and also all the Ports, Factories, Settlements, Estates, and Things herein after-mentioned, lying, and being between the Cape of Good Hope and the Straights of Magellan, beyond the Seas; or in the said Island of Santa Helena: That is to say, under the Presidency of the aforesaid Island Bombay, the Factories of Surat, Swally, and Broach, and the Factories of Amadavvad, Agra, and Lucknow (in which three last Places the Company have only Houses and Buildings, and some other Conveniences remaining, but they have at present no Factors that

with the
Castles and
Buildings.

Cans, Am-
munition,
Revenues,
&c.

in as large and
ample Man-
ner as the
Company en-
joy the same:

Also the Fac-
tories of Surat,
&c.

and the Set-
tlements on
the Malabar
Coast;
and in Persia,
with the An-
nual Rent of
1000 To-
mands;

also Fort St.
George, and
Fort St. David
with their De-
pendencies;

and the Set-
tlements on
the Coast;
and on the
Island of
Sumatra;

Tanqueren
Factory,
Fort William,
and the Set-
tlements, in
the Bay
and the Coun-
try, Right
to Beniam,
&c.

and all other
their Fac-
tories, &c. be-

that reside there) on the Coast of *Malabar*, the Forts of *Carwar*, *Tellicherry*, and *Anjengo*, and the Factory of *Calicut*; in *Persia*, the Factories of *Gombron*, *Slyraz*, and *Ispahan*; and the yearly Rent, Pension, or Sum of One Thousand Tomands, amounting to the yearly Sum of Three Thousand Three Hundred Thirty-three Pounds, Six Shillings and Eight-pence, *English Money*, granted by the Sophy of *Persia*, to The said *Governor and Company*; on the Coast of *Cochin*, *Chingee*, and *Orissa*, *Fort St. George*, with the Castle and Fortifications, and Territory thereto belonging; upon which a large City is built, consisting of Houses, which are held of, and pay Rent to The said *Governor and Company*, together with the said City and its Dependencies, and also all that Fort, called *Fort St. David* (being a strong Fort and Factory) and about Three Miles Compass of the circumjacent Country, upon which several small Towns or Villages are erected; the Factories of *Cochin*, *Porto Novo*, *Pettipolee*, *Matchlepatam*, and *Modafallam*, and the Port and Factory of *Pizagapatam*; on the Island of *Sumatra*, the Settlement of *Terk-Fort*, at *Bencoolen*, and the Factory there, with a Territory of about Five Miles thereto belonging, and the Factory at *Indrapore*; also the Factories of *Tremong* and *Sillalar*, and some other Out-Pagars or Factories, depending upon the Factory of *Bencoolen*, in *Sookin-China*, the Factory of *Tanqueren*, in the Kingdom of *Bengal*, the *Fort William*, and the Factory of *Chutanuctee*, with a large Territory thereto belonging; the Factory of *Ballasore*, *Cassimbuzer*, *Dacca*, *Hughly*, *Maulda*, *Rajamoul*, and *Patna*; and also all the Right, and Title, of The said *Governor and Company*, to *Bentam*, or any other Settlements on the South Seas; and also all other Forts, Factories, Islands, Lands, Tenements, Territories, and Hereditaments whatsoever, of them, The said *Governor and Company*, or of any other Person, or Persons, in Trust for them, or which they are, or may be any way entitled unto, in the said Island of *Sanza Helena*, and in the aforesaid Island *Bombay*, or elsewhere, between the *Cape of Good Hope* and the Straights of *Magellan*; and all Houses, Warehouses, and other Buildings, Slaves, Ammunition, Stores, Guns, Ships, and Parts of Ships, Sloops, Boats,

or

or Vessels, Gold and Silver Plate, Household-Stuff, and Implements or Utensils of Household-Stuff, Books, Timber, Timber-Trees, and other Trees, Ship Stores *English*, Ship Stores Country, Beams, Scales, Weights, Screws, Packing Stores, Packing Stuff, Packing Materials, Musters, Palankeens, Horses, and Furniture for Horses, Cows, Sheep, Hogs, and other Cattle and Things whatsoever, depending upon, or belonging unto the said Forts, Factories, Islands, Lands, Tenements, Territories and Hereditaments, or any of them, or therein, therewith, or in, or with any of them, used or enjoyed, or accepted, reputed, or taken as Part, Parcel, or Member thereof, or Appurtenant thereunto; and all Rents, Revenues, Sea and Land Customs, Custom for Coinage, Coinage Duties, Licence Money, Tributes, Revenues of Salt Grounds, and Tobacco Farms, Oil Rents, Pensions, Incomes and Profits whatsoever, arising, growing or renewing, or which shall or may arise, grow or renew, or become due, or payable, unto The said *Governor and Company*, within, out of, or for, or by Reason of the said Forts, Islands, Factories, Lands, Tenements, Territories, Hereditaments and Premises, every or any of them, or otherwise howsoever; and all Royalties, Prerogatives, Liberties, Privileges, Immunities, Franchises, Jurisdictions, Pre-eminences, Revenues, Rents, Duties, Incomes, Customs, Profits and Advantages, of what Kind or Nature soever, of them, The said *Governor and Company*, or of any other Person, or Persons, in Trust for them, or for their Use, Benefit or Advantage, which have been given, or granted, by any Foreign Prince, State or Potentate whatsoever, or which they are, or any way may be entitled unto, in any Respect whatsoever; and all other the Estate, both real and personal, whatsoever, of them, The said *Governor and Company*, in the said Island of *Sanza Helena*, and in the said Island *Bombay*, or elsewhere, between the *Cape of Good Hope* and the Straights of *Magellan*, together with all and every the Grants, or Privileges, Leases, Writings, or Instruments, by which the same Premises, or any of them, are held or enjoyed; and all Deeds, Evidences, Writings and Escripts, relating to the same, or any of them; and also all the Estate, Right, Title, Interest, Property, Trust, Claim and Demand whatsoever,

tween the
Cape and the
Straights of
Magellan;

and all
Rents, Cust-
oms, and
other Profits;

and all Privi-
leges, Grants,
and Privi-
leges, in
India;

excepting
herefrom all
Monies,
Jewels, and
Merchan-
dizes;
and Parts of
Europe Ship-
ping;

the Premises
to be holden
for the Use of
the English
Company.

The Old
Company to
give Possession
of the said
Premises,
to such Per-
sons as the
Court of Ma-
nagers shall
direct.

whatsoever, of The said Governor and Company of Merchants of London, Trading into the East-Indies, of, into, or out of the same, every or any of them (except only, and always reserved unto The said Governor and Company, all Debts due to them, from any Person or Persons whatsoever, and all ready Money, Jewels, Coins, Bullion of Gold or Silver, all Goods, Merchandize, and all Guns, Ammunition, Stores, Fire-Arms, and other Arms, bought by The said Governor and Company, their Agents, Factors or Servants, for Sale or Merchandize, and never used, or employed, in or about the said Forts, Factories, Islands or Territories, by any of the Factors, Agents, or Servants of The said Governor and Company, and also except the several Ships following, viz. The King William, Sidney, and Fleet Frigate, and except all Books of Account, Papers and Writings, relating to the Accompts, Trade or Traffick of The said Governor and Company) to have, hold, possess and enjoy the said Islands, Forts and Factories, and all and singular the Premises, herein granted, bargained, sold, assigned, and set over, or intended or mentioned to be hereby granted, bargained, sold, assigned, or set over, with their and every of their Appurtenances (except before excepted) unto The said English Company, Trading to the East-Indies, and their Successors and Assigns, to and for the proper Use and behoof of The said English Company, their Successors and Assigns.

AND The said Governor and Company of Merchants of London, Trading into the East-Indies, for themselves and their Successors, do covenant, promise and agree, to and with The said English Company, Trading to the East-Indies, and their Successors, by these Presents, in Manner and Form following (that is to say) that they, The said Governor and Company, shall and will give, and deliver, or cause to be given, and delivered, full, quiet, and peaceable Possession of the said Islands of Santa Helena and Bombay, and all other the Ports, Factories, and Premises, above hereby conveyed, or intended to be conveyed, unto The said English Company, Trading to the East-Indies, or their Successors, or Assigns, or to such Person, or Persons, as the Court of Managers of The said

said English Company, shall, in that Behalf, direct or appoint: And that they, The said Governor and Company, or their Court of Committees, or any others, by or with their Privy, Consent or Procurement, have not, at any Time since the Second Day of January last past, before the Date hereof, given or sent, or caused to be given or sent, and shall not, nor will, give or send, directly or indirectly, any Orders, or Directions, for the Sale, Disposition, or Diminution, of any Ammunition or Stores, Slaves, Cattle, Plate, Household-Goods, or Implements of Household, or any Thing whatsoever, belonging to The said Governor and Company of Merchants of London, Trading into the East-Indies, within, about, or belonging to the said Islands, Forts, Factories or Premises, or any of them (except of what is before excepted, and reserved, to The said Governor and Company, out of the Grant and Assignment hereby made) but that nor, and notwithstanding any Act, Thing or Direction, by The said Governor and Company, or their Court of Committees, or by any other Person or Persons, by their or any of their Privy, Consent or Direction, done, made or given, or to be done, made or given, to the contrary; the same Premises, intended to be hereby granted, and every of them, shall remain in the Condition they were in on the said Second Day of January last past, before the Date hereof, until peaceable and quiet Possession thereof shall be delivered to the Agents, Factors or Servants, to be appointed by the Court of Managers, for the United Trade of The said English Company (reasonable Use, Expence and Wearing thereof, in the mean Time, only excepted:) And that The said English Company, Trading to the East-Indies, and their Successors and Assigns, shall and may, from Time to Time, and at all Times hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, the said Islands of Santa Helena and Bombay, and all and singular the Premises, before herein granted, bargained, sold or assigned, or mentioned or intended to be hereby granted, bargained, sold or assigned, with their and every of their Appurtenances, and the Rents, Revenues, Issues, Incomes and Profits thereof, and of every of them, shall and may have, hold, receive, take and enjoy, to the only proper

The Old Company covenant, that they have not since the 2d of January last, nor will give Orders to diminish any of the said Dead Stock;

but that all Things shall remain as they then were;

reasonable Use excepted. The English Company to enjoy the Premises peaceably;

proper Use and Behoof of The said *English Company, Trading to the East-Indies*, their Successors and Assigns, without any the lawful Let, Suit, Trouble, Denial, Molestation or Interruption, of or by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors, Agents, Factors, Servants or Assigns, or of or by any other Person, or Persons, whatsoever, lawfully claiming, or to claim, by, from, for or under, or in Trust for The said *Governor and Company*, or their Successors, and that free and clear, and by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, freed and discharged, of, from and against, all Charges and Incumbrances whatsoever, made, done, committed, or wittingly suffered, or to be made, done, committed, or wittingly suffered, by The said *Governor and Company*, or their Factors, Agents or Servants, or by any other Person or Persons whatsoever, lawfully claiming, or to claim, by, from, for, or under, or in Trust for them.

discharged of
all Incum-
brances.

Sir Jeremy
Sambrooke
being seized
in Fee of the
Warehouses,
at St. Helens;
being Part of
the Old Com-
pany's Dead
Stock.

AND whereas the said Sir *Jeremy Sambrooke* is, and standeth seized in Fee of and in all the Messuages, Lands, Tenements, Brick Warehouses and Hereditaments, herein after-mentioned to be situate, and being in the Parish of *Great St. Helens, London*, in Trust for The said *Governor and Company*; which said Messuages, Lands, Tenements, Brick Warehouses and Hereditaments, are Part of the Dead Stock of The said *Governor and Company*, and by them agreed to be conveyed to The said *English Company*, under the Trusts and Agreements aforesaid.

Now this Indenture further witnesseth, that for the Considerations aforesaid, and in pursuance, and further Part of Performance of the said herein before-recited *Indenture Tripartite*, for conveying of the Dead Stock of The said *Governor and Company*, and in Consideration of the Sum of Five Shillings, of law-Money of *England*, to the said Sir *Jeremy Sambrooke*, in Hand, well and truly paid by The said *English Company, Trading to the East-Indies*, the Receipt whereof he

he doth hereby acknowledge, he, the said Sir *Jeremy Sambrooke* (at and by the Direction, and Appointment, of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, testified by their being a Party to these Presents, and putting their Common Seal hereunto:) And The said *Governor and Company of Merchants of London, Trading into the East-Indies*, have, and each of them hath, bargained and sold, and, by these Presents, do, and each of them doth bargain and sell, unto The said *English Company, Trading to the East-Indies*, their Successors and Assigns, all those Brick Warehouses, with the Cellar and Ground under the same, and the Yard, or Garden, thereto adjoining, situate, lying and being in the Parish of *Great St. Helens, London*, as the same now are, or late were, in the Occupation of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, with free Ingress, Egress, and Regress, at all Times, in and to the same, and all Lights, Easements, Passages, Profits, Commodities, and Appurtenances whatsoever, unto the said Warehouses and Premises belonging, or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the said last mentioned Premises, with their and every of their Appurtenances; and all the Estate, Right, Title and Interest, Trust, Property, Profit, Claim and Demand whatsoever, of them, The said *Governor and Company*, and Sir *Jeremy Sambrooke*, and of either of them, of, into, or out of the said Premises, last hereby conveyed, or mentioned or intended to be conveyed, or any Part or Parcel thereof, together with all Deeds, Evidences and Writings, touching or concerning the same, or any Part or Parcel thereof, which they, The said *Governor and Company*, and Sir *Jeremy Sambrooke*, or either of them, have, in their or either of their Custody, or can come by, without Suit in Law, to have and to hold the said Brick Warehouses, and all and singular the Premises, last hereby bargained and sold, or mentioned or intended to be last hereby bargained and sold, with their and every of their Appurtenances, unto The said *English Company, Trading to the East-Indies*, their Successors and Assigns, to the Use and Behoof of The

Dothwith the
Old Compa-
ny convey the
same to the
said English
Company;

for the Old
Company's
Use for
7 Years:
And then to
the Use of the
English Com-
pany:

Sir Jeremy
covenants,
that he has
not incum-
bered the
same.

said Governor and Company of Merchants of London, Trading into the East-Indies, for and during, and unto the full End and Term of Seven Years, from henceforth next ensuing, and fully to be compleat and ended: And from and after the Determination of the said Term of Seven Years, then to the only Use and Behoof of The said English Company, Trading to the East-Indies. Their Successors and Assigns: And the said Sir Jeremy Sambrooke, for himself, His Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with The said English Company, Trading to the East-Indies, their Successors and Assigns, by these Presents, that he, the said Sir Jeremy Sambrooke, hath not done any Act, Matter or Thing, whereby, or wherewith, all or any Part of the Premises, last hereby bargained and sold, or mentioned to be bargained and sold, are or may be evicted, charged or incumbered, in Title, Charge, Estate, or otherwise howsoever.

And the Old
Company co-
venant, that
they are law-
fully seized
thereof;

AND The said Governor and Company of Merchants of London, Trading into the East-Indies, for themselves, their Successors and Assigns, do hereby covenant, promise and grant, to and with The said English Company, Trading to the East-Indies, their Successors and Assigns, in Manner and Form following (that is to say) that (for and notwithstanding any Act, Matter or Thing committed done, or knowingly suffered, by them, The said Governor and Company, and Sir Jeremy Sambrooke, or either of them, to the contrary) they, The said Governor and Company, and Sir Jeremy Sambrooke, or One of them, at the Ensealing and Delivery of these Presents, is, are and stand lawfully seized of all and singular the said Premises, last hereby bargained and sold, or mentioned to be bargained and sold, with their and every of their Appurtenances, of a good, sure, perfect, absolute, and indefeasible Estate of Inheritance, in Fee Simple; and that they, or One of them, have or hath good Right, full Power and lawful Authority, to grant and convey the same Premises, last hereby bargained and sold, or mentioned to be bargained and sold, with their and every of their Appurtenances, unto The said English Company, Trading to the East-Indies.

and can con-
vey the same.

East-Indies, their Successors and Assigns, according to the true Intent and Meaning of these Presents.

AND also, that they, The said English Company, their Successors and Assigns (for and notwithstanding any such Act, Matter or Thing, done or committed as aforesaid) shall or lawfully may, from Time to Time, and at all Times, from and after the Determination of the said Term of Seven Years, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the Premises, last hereby bargained and sold, or mentioned to be bargained and sold, with their and every of their Appurtenances, without the lawful Let, Suit, Trouble, Denial, or Disturbance of The said Governor and Company of Merchants of London, Trading into the East-Indies, their Successors or Assigns, or any other Person, or Persons, lawfully claiming, or to claim, from, by, under, or in Trust for The said Governor and Company, their Successors or Assigns, or from, by, or under the said Sir Jeremy Sambrooke, his Heirs, Executors, Administrators or Assigns; and that free and clear, and freely, clearly and absolutely acquitted, and discharged, and well and sufficiently saved, kept harmless and indemnified, of, from and against all, and all Manner of former and other Estates, Troubles and Incumbrances whatsoever, had, made, committed, or knowingly suffered, or to be had, made, committed, or knowingly suffered, by The said Governor and Company, their Successors or Assigns, or by the said Sir Jeremy Sambrooke, his Heirs or Assigns, or by any other Person, or Persons, lawfully claiming, or to claim, from, by or under, or in Trust for them, or any of them.

And that the
English Com-
pany, at the
End of 7 years,
shall quietly
possess the
said Premises.

free from In-
cumbrances.

AND also, that they, The said Governor and Company of Merchants of London, Trading into the East-Indies, their Successors and Assigns, shall and will, from Time to Time, and at all Times hereafter, during the said Term of Seven Years, at their own proper Costs and Charges, well and sufficiently repair, support, sustain, maintain, amend, and keep the said Brick Warehouses, Cellar

The Old
Company to
keep the said
Warehouses
in Repair, for
7 Years;

Cellar and Premises, herein last before bargained and sold, or mentioned to be bargained and sold, with the Appurtenances, in, by and with all, and all Manner of needful and necessary Reparations, Supportations and Amendments whatsoever; and, at the End and Expiration of the said Term, shall and will, peaceably and quietly leave, surrender, and yield up the said Parcel Warehouses and Premises, last hereby bargained and sold, or mentioned to be bargained and sold, with the Appurtenances, so well and sufficiently repaired, supported, sustained and amended, unto The said *English Company, Trading to the East-Indies*, their Successors or Assigns, free from all Incumbrances done, or suffered, by The said *Governor and Company*, their Successors or Assigns, and free from all Arrears of Taxes payable by them.

and then deliver them up, free of Taxes, &c.

AND whereas the said Sir *Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South* (John Sewell, who was One of the Trustees, being dead) are and stand possessed of the Remainder, now to come and unexpired, of a certain Term of Fourscore and Nineteen Years, of and in the said Brick Warehouses and Premises, in *St. Helens* aforesaid, granted by the Right Honourable *Spencer*, then Earl of *Northampton*, by Indenture, under his Hand and Seal, dated the Six and Twentieth Day of *June*, in the Sixteenth Year of the Reign of the late King *Charles the First*, commencing from the Ensealing and Delivery of the same Indenture; in Trust, nevertheless, for The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors and Assigns, and to attend the Inheritance of the same Premises, and to protect, and keep harmless the same from all Incumbrances.

Sir Thomas Davall, &c. Trustees in the said Warehouses:

Now this Indenture further witnesseth, that for the Considerations aforesaid, and in further pursuance, and Part of Performance of the said recited Agreement, in the said *Indenture Tripartite* contained; and for and in Consideration of Five Shillings, of lawful Money of England, to the said Sir *Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South*, in Hand, paid by The

The said *English Company, Trading to the East-Indies*, at or before the Ensealing and Delivery thereof, the Receipt whereof is hereby acknowledged, they, the said Sir *Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South* (by and with the Consent, Direction, and Appointment of The said *Governor and Company*, testified by their being Party to these Presents, and causing their Common Seal to be thereto affixed; and also, by and with the Consent and Direction of the said Sir *Jeremy Sambrooke*, testified by his being made a Party to, and sealing and executing of these Presents) have bargained, sold, assigned, transferred and set over, and, by these Presents (by and with the like Consent, Direction, and Appointment as aforesaid, so testified as aforesaid) do bargain, sell, assign, transfer and set over, unto the said Sir *James Bateman, Sir Edmund Harrison, Gilbert Heathcote, Nathaniel Gould, Joseph Martin, Robert Raworth, and Thomas Vernon*, the said recited Indenture of Lease, from the said *Spencer*, late Earl of *Northampton*, and the several Mesne Assignments thereof, and the said Brick Warehouses, and all and singular other the Premises, assigned, and conveyed, unto them, the said Sir *Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South*, and every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Property, Possession, Term of Years to come and unexpired, Benefit, Claim and Demand whatsoever, which they, the said Sir *Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South*, now have, or might, should, or in any wise ought to have, or claim, of, in, or to the same Brick Warehouses and Premises, with the Appurtenances, or any of them, or any Part or Parcel thereof, by Force and Virtue of the said recited Indenture of Lease, and the several Mesne Assignments thereof, or otherwise howsoever, to have and to hold the said Brick Warehouses, and all and singular other the Premises, last hereby assigned, or mentioned or intended to be hereby last assigned with their and every of their Appurtenances, unto the said Sir *James Bateman, Sir Edmund Harrison, Gilbert Heathcote, Esq; Nathaniel Gould, Joseph Martin, Robert Raworth, and Thomas Vernon*, their Executors, Administrators and Assigns,

In Trust for
the English
Company.

Sir Thomas
Davall, &c.
covenant, that
they have not
incumbered
the said Ware-
houses.

from henceforth, for and during all the Rest, Residue, and Remainder of the said Term of Fourscore and Nineteen Years, now to come and unexpired; in Trust, nevertheless, for The said *English Company, Trading to the East-Indies*, and to attend, and wait on, the Freehold and Inheritance of the same Premises, and to protect the same from any former Incumbrances, and to be reputed and taken as Part of the said Freehold and Inheritance; which is, by these Presents, conveyed, or intended to be conveyed to The said *English Company*, as aforesaid: And they, the said Sir Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South, for themselves severally and respectively, and for their several and respective Executors, and Administrators, but not jointly, or the One for the other of them, or for the Act, Deed, or Default of the other of them, do and doth covenant, promise and agree, to and with the said Sir James Bateman, Sir Edmund Harrison, Gilbert Heathcote, Nathaniel Gould, Joseph Moritt, Robert Raworth, and Thomas Vernon, their Executors, Administrators and Assigns, by these Presents, that they, the said Sir Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South, or any of them, have not or hath not done, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby, wherewith, or by Means whereof, the said Brick Warehouses, and other the Premises hereby assigned, or mentioned or intended to be hereby assigned, or any Part or Parcel thereof, is, are, shall or may be impeached, or incumbered, in Title, Charge, Estate, or otherwise howsoever.

Whereas the
Old Compa-
ny have a
Lease of the
House and its
Appurte-
nances, in
London, sit-
uate in
Street;

And whereas Sir William Craven, of Kensington, in the County of Middlesex, Knight, by his Indenture of Lease, bearing Date the Twenty-sixth Day of March, in the Year of Our Lord, One Thousand Seven Hundred and One, for the Considerations therein mentioned, did demise, lease and grant, to The said Governor and Company, all that great Capital Messuage or Tenement, situate and being in Leadenhall Street, London, and then and now in the Possession of The said Governor and Company; as also One Tenement, situate in Lime-Street, and adjoining to the Back-Gate of the said Capital Messuage or Tenement, in

Lime-

Lime-Street, as aforesaid, and the New Warehouses, adjoining to the Garden of the said Capital Messuage or Tenement, as the same then were, and now are, in the Tenure or Occupation of The said Governor and Company, their Lessees or Assigns, with all the Courts, Gardens, Yards, Back-sides, Cellars, Sollars, Rooms, Warehouses, Easements, Profits, Commodities and Appurtenances whatsoever, to the same belonging, or in any wise appertaining, to have and hold the said Capital Messuage, and all and singular other the Premises thereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto The said Governor and Company, and their Successors, from the making thereof, for and during, and unto the full End and Term of One and Twenty Years, from thence next ensuing, and fully to be compleat and ended, yielding and paying, yearly, during the said Term, unto the said Sir William Craven, and to such Person, and Persons, to whom the immediate Remainder, or Reversion, of the said leased Premises, shall, for the Time being, belong or appertain, the yearly Rent of One Hundred Pounds, of good and lawful Money of England, by quarterly Payments; the First Payment to begin at the Nativity of St. John the Baptist, then next ensuing the Date of the said recited Indenture; and also yielding and paying all, and all Manner of Dues, Duties, Taxes, Assessments and Impositions whatsoever, ordinary or extraordinary, then imposed, or to be imposed, by Authority of Parliament, or otherwise howsoever, during the said Term, upon the said thereby demised Premises, or any Part thereof, as in and by the said last recited Indenture, Relation being thereunto had, may more fully and at large appear; which said Capital Messuage, Warehouses, and all and singular other the Premises demised, by the said Sir William Craven, as aforesaid, are, for the Remainder of the said Term of One and Twenty Years, Part of the Dead Stock of The said Governor and Company, and by them agreed to be conveyed, and assigned, to The said English Company, under the Trusts and Agreements aforesaid.

at the Rent of
£100 per
Annum;

which is Part
of their Dead
stock.

Now

They hereby
assign the
same to the
English
Company,

in Trust for
their Use, for
7 Years:

Now this Indenture further witnesseth, that for the Considerations afore-
said, and in further Pursuance, and Part of Performance, of the said recited
Agreement, contained in the said *Tripartite Indenture*, for conveying of the
Dead Stock of The said *Governor and Company*, they, The said *Governor and
Company of Merchants of London, Trading into the East-Indies*, have bargained,
sold, assigned and set over, and, by these Presents, do bargain, sell, assign and
set over, unto The said *English Company, Trading to the East-Indies*, all that the
said Messuage or Tenement, and Warehouses, and all and singular other the
Premises demised, or mentioned to be demised, by the said *Sir William Craven*,
in or by the said recited Indenture of Lease, together with the said Indenture of
Lease; and also all the Estate, Right, Title, Interest, Property, Possession,
Term of Years to come, Claim and Demand whatsoever, which they, The said
Governor and Company now have, or might, should, or in any wise ought to have,
or claim, of, in, or to the said Messuages, Warehouses and Premises, with the
Appurtenances, or any of them, or any Part or Parcel thereof, by Force and
Virtue of the said recited Indenture of Lease, or otherwise howsoever, to have
and to hold the said Capital Messuage or Tenement, Warehouses, and all and
singular other the Premises, last hereby assigned, or mentioned to be assigned,
with their and every of their Appurtenances, unto The said *English Company,
Trading to the East-Indies*, their Successors and Assigns, from henceforth,
for and during all the Rest, Residue and Remainder of the said Term of One
and Twenty Years, now to come and unexpired; in Trust, nevertheless, to
permit and suffer The said *Governor and Company of Merchants of London,
Trading into the East-Indies*, their Successors and Assigns, to have, hold and enjoy,
all and singular the said Capital Messuage, Warehouses and Premises last
mentioned, with their and every of their Appurtenances, from henceforth,
for and during the First Seven Years, of the said Term of One and Twenty Years,
The said *Governor and Company*, and their Successors, paying the said yearly
Rent of One Hundred Pounds, to the said *Sir William Craven*, or to such Person,
or

or Persons, to whom the same shall grow or become due, or payable, according
to the Reservation thereof, in the said recited and assigned Indenture of Lease,
and also performing, fulfilling and keeping, all and singular the Covenants and
Agreements, in the said recited Indenture of Lease contained, which, on the
Tenants or Lessees Part, and Behalf, shall, from henceforth, for and during
the said Term of Seven Years, become due, or payable and performable;
and from and after the Determination of the said Term of Seven Years, then
to the Use and Behoof of The said *English Company, Trading to the East-Indies*,
their Successors and Assigns, for and during all the Rest, and Residue, of the
said Term of One and Twenty Years, which shall be then to come and un-
expired; and The said *Governor and Company of Merchants of London, Trading
into the East-Indies*, for themselves, their Successors and Assigns, do hereby
covenant, promise and agree, to and with The said *English Company, Trading
to the East-Indies*, their Successors and Assigns, by these Presents, that they, The
said *Governor and Company*, have not done or committed, or wittingly or wil-
lingly suffered any Act, Matter or Thing whatsoever, whereby, wherewith, or
by Means whereof the said Messuage or Tenement, Warehouses, and other the
Premises, last hereby assigned, or mentioned to be assigned, or any Part or Parcel
thereof, is, are, shall or may be impeached, or incumbered, in Title, Charge,
Estate, or otherwise howsoever: And that they, The said *Governor and Company*,
and their Successors, shall and will, during the said Term of Seven Years, well
and truly pay, observe, perform, fulfil and keep, all and singular the Rents, Pay-
ments, Covenants and Agreements, which, on the Tenants or Lessees Part, and
Behalf, are or ought to be paid, done and performed, for or in Respect of the
said last assigned, or mentioned to be assigned Premises, and thereof, and there-
from, and of, from and against all Suits, Costs, Troubles, Damages and
Demands, respecting the same, shall and will from Time to Time, and at all
Times hereafter, well and sufficiently protect, save harmless, and keep indemni-
fied The said *English Company, Trading to the East-Indies*, and their Successors and
Assigns, and their and every of their Goods, and Chattels, Lands, and Tenement-
ments;

And then for
the Use of the
English
Company;

and covenant,
they have not
incumbered
it.

And that they
will surrender
the same at 7
Years End;

the English
Company co-
venant to
indemnify
the Old Com-
pany, from
that Time,
from the Co-
venants in the
said Lease.

ments; and, at the End and Expiration of the said Term of Seven Years, shall and will peaceably and quietly yield, surrender, and deliver up the said Messuages or Tenements, Warehouses and Premises, last mentioned to be hereby assigned unto The said *English Company, Trading to the East-Indies*, or their Successors, in good and sufficient Repair; and The said *English Company, Trading to the East-Indies*, for themselves, their Successors and Assigns, doth covenant, promise and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors and Assigns, by these Presents, that they, The said *English Company, Trading to the East-Indies*, shall and will, from Time to Time, and at all Times, from and after the Determination of the said First Seven Years, of the said One and Twenty Years, for and during all the Residue of the said Term of One and Twenty Years, which shall be then to come and unexpired, save, defend, keep harmless and indemnified, The said *Governor and Company of Merchants of London*, and their Successors, and their respective Goods and Chattels, of and from all and singular the Covenants, Payments, Conditions, Clauses and Agreements, in the said recited Indenture of Lease mentioned and expressed, which, on the Part and Behalf of the Lessees, their Successors and Assigns, from and after the Expiration of the said Term of Seven Years, shall be to be observed, paid, done, performed, fulfilled and kept.

The Old
Company co-
venant with
the New, that
themselves;

Sir Jeremy
Sambrooke,
Sir Thomas
Davall, &c.

AND further, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for themselves, their Successors and Assigns, do hereby covenant, promise and agree, to and with The said *English Company, Trading to the East-Indies*, their Successors and Assigns, by these Presents, that they, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, their Successors and Assigns, and the said Sir Jeremy Sambrooke, His Heirs, Executors and Administrators, and the said Sir Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South, and every of them, and all and every Person and Persons, Bodies Politick or Corporate whatsoever, now or hereafter lawfully having, or claiming, any Estate, Right, Title, Interest, Claim, or Demand,

mand, of, in, or to all, or any Part of the said Ports, Islands, Plantations, Territories, Castles, Forts, Fortifications, Factories, Revenues, Incomes, Messuages, Lands, Tenements, Warehouses, and all and singular the Premises, hereby granted, confirmed, bargained, sold, assigned and conveyed, or meant, mentioned or intended to be granted, bargained, sold, assigned and conveyed, or of, into, or out of any of them, or any Part of them, or any of them, by, from, or under, or in Trust for The said *Governor and Company*, their Successors or Assigns, or by, from, or under the said Sir Jeremy Sambrooke, or his Heirs, Executors and Administrators, or by, from or under the said Sir Thomas Davall, John Cudworth, Francis Tyssen, Francis Beyer, and Samuel South, every or any of them, shall and will, from Time to Time, and at all Times hereafter, during the Space of Ten Years, next ensuing the Date of these Presents, at the reasonable Request, Cost and Charges in the Law, of The said *English Company*, their Successors or Assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Devises, Conveyances, Assignments and Assurances, in the Law whatsoever, for the further, better, more perfect and absolute conveying, assigning and assuring, all and singular the said Ports, Islands, Plantations, Territories, Castles, Forts, Fortifications, Factories, Revenues, Incomes, Messuages, Lands, Tenements, Warehouses, and all and singular the Premises, hereby granted, confirmed, bargained, sold, assigned and conveyed, or meant, mentioned or intended to be hereby granted, confirmed, bargained, sold, assigned or conveyed, and every or any of them, with their and every of their Appurtenances, unto The said *English Company, Trading to the East-Indies*, their Successors or Assigns, according to the Tenor and true Meaning of these Presents, upon the same Trusts, and for the same Uses, as in these Presents is and are expressed, and contained, concerning the same Premises respectively, in such Manner and Form, and to such Person or Persons, as by The said *English Company*, their Successors and Assigns, or any of them, their or any of their Council learned in the Law, shall

will for 10
Years to
come, at
the Charges
of the English
Company, do
any further
Act, for con-
veying the
Premises, at-
signed as a-
foresaid.

shall be reasonably devised, or advised and required, so as for the doing, executing and performing thereof, the Parties, who are to make the same, be not compelled, or compellable to travel further than the Cities of *London* and *Westminster*, or One of them, and so as, in such further Assurance, no other or further Grant, Covenants or Warrants be contained, than in these Presents are expressed.

The English Company covenant, that the Premises, herein conveyed, are for the Benefit of the Adventurers in the United Trade, according to the Tenor of the Indenture Tripartite.

AND it is mutually granted, declared and agreed, by and between both the said Companies, and The said *English Company, Trading to the East-Indies*, for the same Company, and its Successors, doth hereby covenant, grant, declare and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, that the Conveyance hereby made, and the Islands, Ports, Factories, Messuages, Warehouses, Hereditaments and Premises, herein conveyed, were and are so conveyed, and are and were so meant and intended to be conveyed, for the Benefit and Advantage of all the Members of The said *English Company, Trading to the East-Indies*, who are or shall be concerned in the future United Trade thereof, according to their respective Shares and Interests, in the Capital Stock of the same Company, as well during the Term of Seven Years, that the United Management of the said future Trade, of The said *English Company*, is to continue, according to the Tenor of the said recited *Indenture Tripartite*, as for ever afterwards.

The New Company declare, that their following Settlements, &c. are their Dead Stock, for which they are to be allowed £70000;

AND it is hereby further mutually declared and agreed, by and between both the said Companies, and The said *English Company, Trading to the East-Indies*, doth hereby acknowledge, agree and declare, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, that the following Factories, Settlements and Particulars, do contain the Dead Stock of The said *English Company, Trading to the East-Indies*, for which The said *English Company* is to be allowed the Sum of Seventy Thousand Pounds, according to the Tenor, and true Meaning, of the said recited *Indenture Tripartite* of Union, and which The said *English Company* and their Successors are (notwithstanding

(notwithstanding any Act or Thing by them done to the contrary) to be, and stand possessed of, from henceforth, for the Benefit of the United Trade of the same Company, and of all the Members concerned therein (except as herein after is excepted) pursuant to the Tenor and true Meaning of the said recited *Indenture Tripartite* (that is to say) at *Surat*, a Settlement or Factory; at the Bay of *Bengal*, a Settlement or Factory; at *Matchlepatam*, a Settlement or Factory; at *Madapollam*, a Settlement or Factory; on the Island of *Borneo*, a Settlement or Factory; at *Pulo Condore*, a Settlement or Factory; and all Warehouses and other Buildings, Ammunitions, Stores, Guns, Sloops or Vessels, Gold and Silver Plate, Household-Stuff and Implements, and Utensils of Household-Stuff, of them, The said *English Company*, belonging to the said Factories, and Settlements, or any of them; and all Liberties, Privileges, Immunities and Franchises, of what Kind or Nature soever, granted to The said *English Company*, by any foreign Prince, State or Potentate whatsoever; and all other the Estate whatsoever, of them, The said *English Company*, between the *Cape of Good Hope* and the *Streights of Magellan* (except only and always reserved to The said *English Company*, and their Successors, for the separate Account of the Old Additional Stock of the same Company, all Debts due, owing or payable unto them, from any Person or Persons whatsoever; and all ready Money, Jewels, Coins, Bullion of Gold or Silver; all Goods and Merchandizes, and all Guns, Ammunition, Stores, Fire-Arms, and other Arms, bought by The said *English Company*, their Agents, Factors or Servants, for Sale or Merchandize, and never used or employed in or about the said Factories, or Settlements, by any of the Factors, Agents, or Servants of The said *English Company*; and except the Ship *Lyampo*, and all Books of Account, Papers and Writings, relating to the Accounts, Trade or Traffick, of The said *English Company*; and except all Plate, Furniture, and other Things, which shall appear to the Court of Managers, for the said United Trade, to have been bought, or made on Purpose for the Use of the Ambassador, his Equipage or Retinue, not exceeding the Value of One Thousand Five Hundred Pounds Sterling in the whole :) And The said

and are to stand possessed thereof for the Benefit of the United Trade, according to the said Tripartite Indenture, viz. *Surat*, *Bengal*, on the Coast, at *Borneo*, and *Pulo Condore*; and all Buildings, Ammunition, Vessels, Plate, Household-Stuff, &c. and all Privileges, &c. between the *Cape* and *Streights of Magellan*; excepting Money, Jewels and Merchandizes; and the Ship *Lyampo*, and the Plate, &c. of the Ambassador, not exceeding £1500 Value.

The New Company covenant, that they have not since the 2d of January last, nor will give Orders to diminish any of their said Dead Stock;

but that all Things shall remain as they then were,

reasonable Use excepted. Whereas the New Company are to enjoy the Annuities belonging to the said, to be transferred to the Old Com-

said *English Company, Trading to the East-Indies*, for themselves and their Successors, do covenant, promise and agree, to and with The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, by these Presents, that they, The said *English Company*, or their Court of Directors, or any others, by or with their Privy, Consent or Procurement, have not, at any Time, since the Second Day of *January* last past, before the Date hereof, given or sent, or caused to be given or sent, and sh. ll not, nor will, give or send, directly or indirectly, any Orders or Directions for the Sale, Disposition or Diminution, of any Ammunition or Stores, Slaves, Cattle, Plate, Household-Goods, or Implements of Household, or any Thing whatsoever, belonging to The said *English Company, Trading to the East-Indies*, within, about, or belonging to the Factories, or Premises, herein specified to be the Dead Stock of The said *English Company*, or any of them (except of what is before excepted and reserved to The said *English Company*, for their separate Use and Account) but that for and notwithstanding any Act, Thing or Direction, by The said *English Company*, or their Court of Directors, or by any other Person or Persons, by their or any of their Privy, Consent or Direction, done, made or given, or to be done, made or given, to the contrary; the same Premises herein specified to be the Dead Stock of The said *English Company*, and every of them (except before excepted) shall remain in the Condition they were in, on the said Second Day of *January* last past, before the Date hereof, until peaceable and quiet Possession thereof shall be delivered to the Agents, Factors or Servants, to be appointed by the Court of Managers, for the United Trade of The said *English Company* (reasonable Use, Expence and Wearing thereof, in the mean Time, only excepted :) And whereas, in and by the said *Tripartite Indenture*, under the Great Seal of *England*, it is provided, that The said *English Company* shall be entitled unto, and take and receive to the Use and Behoof of the Proprietors of the present Additional Stock thereof, their Executors and Assigns (exclusive of The said *Governor and Company of Merchants of London, Trading into the East-Indies*) all the Arrears of the Annuities belonging to such Capital Stock of The said

said *English Company*, as shall be transferred by The said *English Company*, or their Members, unto The said *Governor and Company*, in Pursuance of the same *Tripartite Indenture*, with a proportionable Part of the said Annuities, for the Quarter or Term of Payment for the same, not then incurred, to be computed by the Day, until the respective Times such Transfers shall be made; and yet it is not by the same Indenture provided, that The said *Governor and Company* shall, in like Manner, have, receive and enjoy, to their own Use and Behoof, a proportionable Part of all their Rents, Issues and Profits, in the Islands of *Santa Helena* and *Bombay*, and elsewhere, between the *Cape of Good Hope* and the Straights of *Magellan* (being Part of their Dead Stock hereby granted) for the Quarter or Term of Payment for the same, not incurred before the Date of the same *Indenture Tripartite*, to be computed by the Day, from the Four and Twentieth Day of *June* last, until the Day of the Date of the same *Indenture Tripartite*.

Now therefore this Indenture further witnesseth, that it is further agreed, by and between the said *Two Companies*, that they, The said *Governor and Company*, shall be entitled unto, and may receive and enjoy, to their own Use and Behoof, without Interruption of The said *English Company*, or their Agents, a proportionable Part of all such Rents, Issues and Profits whatsoever, which shall become due or payable, in respect of their said Dead Stock, in the said Islands of *Santa Helena* and *Bombay*, or elsewhere, within the Limits aforesaid, for the Quarter or Term of Payment for the same, not yet incurred, to be computed by the Day, from the Four and Twentieth Day of *June* last, until the Day of the Date hereof, they, The said *Governor and Company*, paying and discharging all Charges incident to their said Dead Stock, to be likewise computed by the Day, until the Day of the Date hereof; and it is agreed, that The said *English Company* shall and may receive, and enjoy, bear, and pay, the like in respect of their said Dead Stock.

pany, till the Day of transfer; but no Provision in the *Tripartite Indenture*, made for the Old Company, to enjoy the Profits of their Dead Stock, after the 24th of *June* last.

It is mutually covenanted, that both Companies shall enjoy the Profits, and pay the Charge of their Dead Stock, to the Date hereof.

Covenant to
consent to a
Decree in
Chancery,
that the Co-
venants in the
Tripartite In-
denture be
performed in
Specie.

AND for the better and more effectual performing of all and singular the Covenants, and Agreements, in the said *Tripartite Indenture* contained, on the Part and Behalf, as well of The said *Governor and Company* as of The said *English Com-pany*, to be performed, it is hereby further agreed, by and between the said *Two Companies*, that they, the said *Two Companies*, shall and will give their respective Consents, that the said Agreements shall, in and by a Decree of the *High Court of Chancery*, be decreed to be performed in Specie; and that they, the said *Two Companies* respectively, shall and will do, and perform, all such Acts, and Things, as shall be requisite for that Purpose, and as Council learned in the Law shall reasonably devise, or advise.

IN Witness whereof to Two Parts of these Presents, both of One Tenour and Date, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and The said *English Company, Trading to the East-Indies*, have caused their Common Seals to be affixed; and all the Rest of the said Parties herewith have set their Hands and Seals, the Day and Year first above written.

T H E

EARL OF GODOLPHIN'S A W A R D,

BETWEEN THE

OLD and NEW *East-India* Companies.

Dated 29th September, 1708.

TO all to whom these Presents shall come, The most Honourable *Sidney* Earl of *Godolphin*, Lord High-Treasurer of *Great-Britain*, sendeth Greeting: Whereas in and by an Act of Parliament, made and passed in the Sixth Year of the Reign of Our Most Gracious Sovereign Lady, *Anne*, by the Grace of God, Queen of *Great-Britain*, &c. entitled, An Act for assuring to The *English Company, Trading to the East-Indies*, on Account of the United Stock, a longer Time in the Fund and Trade therein mentioned, and for raising thereby the Sum of Twelve Hundred Thousand Pounds, for carrying on the War, and other Her Majesty's Occasions: It is amongst other Things recited or mentioned, that The *Governor and Company of Merchants of London, Trading into the East-Indies*, and the Rest of the Members of The *English Company, Trading to the East-Indies*, were desirous that a speedy and compleat Union might be had and perfected, pursuant to an *Indenture Tripartite*, bearing Date the Two and Twentieth Day of *July*, in the Year of Our Lord, One Thousand Seven Hundred and Two, in the said Act mentioned, and had agreed to refer all Matters in difference, concerning the same, and the compleating the said Union, unto the final Determination of the said *Sidney*, Earl of *Godolphin*.

Recital of the
Act of 6th of
Queen Anne.

AND

All Dif-
ferences refer-
red to be set-
tled by the
Earl of
Godolphin;

Award made
by the 29th of
September,
1708.

And it is thereby enacted, that the said Matters in difference, between The said Governor and Company of Merchants of London, Trading into the East-Indies, and the Rest of the Members of The said English Company, and the settling the Terms of, and perfecting and compleating the said Union, should be, and was thereby referred to the Judgment, Award, and final Determination of the said Sidney, Earl of Godolphin, to proceed upon, and settle the Terms and Conditions of the same, as his Lordship should think fit; so as the whole be made, settled, perfected and compleated, on or before the Nine and Twentieth Day of September, in the Year, One Thousand Seven Hundred and Eight, by Writing, attested under his Lordship's Hand and Seal; which said Award, being so made and settled, within the Time aforesaid, should, in all Parts thereof, be binding and conclusive, as well to The said Governor and Company of Merchants of London, Trading into the East-Indies, as to the Rest of the said Members of The said English Company, and should be by them complied with, and submitted to accordingly.

After the said
Award is
made, the Go-
vernor and
Company to
Surrender
their Charter;
and the Eng-
lish Com-
pany to be
called The
United Com-
pany of Mer-
chants of
England,
Trading to
the East-
Indies.

And it is thereby further enacted, that from and after the making the said Award, and Surrender of the Charter, of The said Governor and Company of Merchants of London, Trading into the East-Indies, in Pursuance to the said Indenture Tripartite, then the Persons, who, at the Time of such Surrender, should, in Pursuance of the same Indenture, be the Managers for the United Trade of The English Company, Trading to the East-Indies, and none others, shall be the Directors of The said English Company; which Company shall then be called, The United Company of Merchants of England, Trading to the East-Indies, until such Time as new Directors shall be chosen for the same, in Pursuance of the Charter therein mentioned, bearing Date the Fifth of September, in the Tenth Year of the Reign of His late Majesty, King William the Third, of glorious Memory, as by the said Act, amongst other Things, more at large appears.

Now

Now know ye, that the said Sidney, Earl of Godolphin, having taken upon him the Charge and Business of the Arbitration, to him referred as aforesaid, and having heard the several Parties by their Council, and maturely weighed, and considered, the several Allegations and Debates, as well for, and on the Part and Behalf of, The said Governor and Company of Merchants of London, Trading into the East-Indies, as on the Part and Behalf of the Rest of the Members of The said English Company, touching and concerning the said Matters in difference, and being minded and desirous, not only to put an End to all the said Differences, but also to settle the Terms and Conditions of a speedy, perfect and compleat Union between them, pursuant to the Powers and Authorities vested in him, by the said Act, hath made, rendered and declared, and doth, by these Presents, make, render and declare, his Lordship's Judgment, Award, and final Determination of, upon and concerning the Premises, in Writing, attested under his Hand and Seal, in Manner and Form following; that is to say, First, the said Sidney, Earl of Godolphin, doth hereby adjudge, award and finally determine, that all and every Debt and Debts, Sum and Sums of Money whatsoever, due, owing or answerable, to The said Governor and Company of Merchants of London, Trading into the East-Indies, or any others, in Trust for them, for their separate Use and Account, in the East-Indies, China, Persia, Sancta Helena, or other Limits of their Charter, or contracted beyond Sea; and also all and every Debt and Debts, Sum and Sums of Money whatsoever, due, owing or answerable, to The said English Company, Trading to the East-Indies, upon the Account of their Old Additional Stock, with the Profits thereunto belonging, in the said Indenture Tripartite mentioned, and now commonly called the Shares, or any others, in Trust for them, for their separate Use and Account, in the East-Indies, China, Persia, Sancta Helena, or other Limits of their Charter, or contracted beyond Sea, from any Person or Persons, Governor, Society, Body Politick or Corporate whatsoever; and all and every the Goods, Wares, Merchandizes, and other Effects whatsoever, which The said Governor and Company of Merchants of London, Trading

The Earl,
having heard
both Parties,
doth award,
that all Debts,
&c. mentioned
in the Inden-
ture Tripartite
shall be decer-
ed Part of the
United Stock.

and all Goods
laden in India,
before the 1st
of this Instant
September.

And all Goods
laden in India,
on Account of
the Old Addi-
tional Stock,
which did not
arrive before
the 1st of this
Instant Sep-
tember.

Trading into the East-Indies, or any others, in Trust for them, have or ought to have, or may or can claim, or demand, for their separate Use and Account, in *East-India, China, Persia, Sancta Helena*, or elsewhere within the Limits of their Charter; and also all such Goods, Wares and Merchandizes, which have been laden on board any Ship or Ships, in any Port or Place, in the *East-Indies, Persia*, or elsewhere within the Limits of the same Company's Charter, upon the separate Account of The said *Governor and Company*, and which did not arrive in the River of *Thames*, before the First Day of this Instant *September*: And also all and every the Goods, Wares, Merchandizes, and other Effects whatsoever, which The said *English Company*, upon Account of their said Old Additional Stock, commonly called the Shares, or any others, in Trust for them, have or ought to have, or may or can claim, or demand, for their separate Use or Account, in *East-India, China, Persia, Sancta Helena*, or elsewhere within the Limits of their Charter: And also all such Goods, Wares and Merchandizes, which have been laden on board any Ship or Ships, in any Port or Place, in the *East-Indies, Persia*, or elsewhere within the Limits of the same Company's Charter, upon Account of the said Old Additional Stock, commonly called the Shares, and which did not arrive in the said River of *Thames*, before the First Day of this Instant *September*, shall from henceforth be, and be deemed to be, Part of the United Stock of all the Members of The said *English Company, Trading to the East-Indies*, and shall be vested, or deemed to be vested, in The said *English Company*, by whatsoever Name it is, or shall be called or known, for the Account and Benefit of their said United Trade and Stock; and which said Goods, Wares and Effects, so belonging to The said *Governor and Company*, on their separate Account, as aforesaid, shall be granted, and conveyed, by them to The said *English Company*, on or before the last Day of *October*, now next ensuing, for and on the Account, and Benefit, of the said United Trade and Stock; and for the better Assurance of the aforesaid Debts, due or belonging, to The said *Governor and Company of Merchants of London, Trading into the East Indies*, awarded to the Use of the said United Trade and Stock, as aforesaid; and the better to obviate all Doubts and

and Difficulties that may hereafter arise, touching the Recovery or obtaining of the same, the said *Sidney, Earl of Godolphin*, doth hereby adjudge, award, and finally determine, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, shall, on or before the last Day of *October*, now next ensuing, by Indenture, under their Common Seal, to be enrolled in Her Majesty's *High Court of Chancery*, in due Form of Law, transfer and assign unto Our said Sovereign Lady, Her Heirs and Successors, all and every such Debt and Debts, to them due and belonging, so awarded for the Benefit of the United Trade and Stock, as aforesaid; to the Intent and Purpose, that Her Majesty, Her Heirs and Successors may, within the Space of Ten Days, then next following, or as soon after as conveniently can be done, under the Great Seal of *Great-Britain*, be pleased to regrant the same to The said *English Company, Trading to the East-Indies*, by whatsoever Name it shall then be called or known, for the Account and Benefit of the said United Trade and Stock.

The Go-
vernor and
Company to
transfer all
their Debts to
the Crown;

and the
Crown to re-
grant the same
to the English
Company.
within 10
Days.

AND the said *Sidney, Earl of Godolphin*, doth hereby further adjudge, award, and finally determine, that from and after the executing of the said Assignments of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, of the said Goods and Effects to The said *English Company*, and of the aforesaid Debts to the Queen's Majesty, Her Heirs or Successors, and the Grant of such Debts from the Queen, Her Heirs or Successors, to The said *English Company*, then The said *English Company, Trading to the East-Indies*, by whatsoever Name the same shall be called or known, for and in respect of their United Stock, shall be subject and liable to the Payment of all the Debts, justly owing, as well from The said *Governor and Company of Merchants of London, Trading into the East-Indies*, on their separate Account, as from The said *English Company*, on Account of their said Old Additional Stock, commonly called the Shares, as aforesaid, in the *East-Indies, Persia, China*, or elsewhere within the Limits of the Charter of The said *English Company*, or in *Sancta Helena*.

After the said
Regrant, then
the English
Company to
be liable to
pay all Debts
&c.

And as the Governor and Company will not be able to pay all their Debts, the English Company to pay, for the Benefit of the United Trade.
966151.45.9d.
by Installments.

And the said *Sidney, Earl of Godolphin*, doth likewise adjudge, award, and finally determine, that in regard the Credits and Effects of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, on their separate Account, hereby awarded to be vested in The said *English Company*, for the Benefit of the United Trade as aforesaid, will, by Estimation, fall short of being sufficient to pay the Debts of The said *Governor and Company, in East-India, China, Santa Helena*, or elsewhere within the Limits of the Charter of The said *English Company*, owing on their separate Account as aforesaid; to which Debts The whole *English Company*, and the United Stock thereof, will be liable, by Virtue of this Award: Therefore, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall pay, or cause to be paid, unto The said *English Company, Trading to the East-Indies*, for the Benefit of the said United Trade, the Sum of Ninety-six Thousand Six Hundred and Fifteen Pounds, Four Shillings and Nine-pence, in Manner following; that is to say, Thirty and Two Thousand Pounds thereof, on or before the last Day of *October*, now next ensuing; Thirty and Two Thousand Pounds more thereof, on or before the last Day of *December*, then next following; and Thirty-two Thousand Six Hundred and Fifteen Pounds, Four Shillings and Nine-pence, Residue thereof, on or before the last Day of *February*, then next coming.

And in regard the Credits and Effects of The said *English Company, Trading to the East-Indies*, upon Account of their Old Additional Stock, commonly called the Shares as aforesaid, hereby awarded to be vested in The said *English Company*, for the Benefit of the United Trade as aforesaid, will exceed the Debts of The said *English Company*, on Account of their Old Additional Stock, commonly called the Shares, in *East-India, China*, or elsewhere within the Limits of the said Charter of The said *English Company*, as aforesaid, to which Debts The whole *English Company*, and the United Stock thereof, will be liable, by Virtue of this Award: Therefore, The said *English Company, Trading to the East-Indies*,
ad

on Account of their United Trade, shall, by their Court of Managers, on or before the Thirtieth Day of *October*, now next ensuing, pay unto the Court of Directors of The said *English Company*, for the Use of their respective Members, and Persons interested in the said Old Additional Stock, commonly called the Shares, the Sum of Sixty-six Thousand and Five Pounds, Four Shillings and Two-pence, to be divided amongst them, according to their respective Interests therein.

The Court of Managers to pay to the Directors of the English Company
660051.45.2d.

And also the said *Sidney, Earl of Godolphin*, doth adjudge, award, and finally determine, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall, on or before the First Day of *March*, One Thousand Seven Hundred and Eight, pay off, satisfy and discharge, or cause to be paid off, satisfied and discharged, all their just Debts, in *Great-Britain*, or elsewhere, which they do or shall owe, as a Corporation, on their separate Account, except those Debts to which the said United Stock is to be liable, as aforesaid: And it is hereby declared, that such Part of the Salaries of the Factors, and Agents, of The said *Governor and Company* Abroad, as have usually been paid in *England*, and became due on their separate Account, before the making of this Award, and are still unpaid, and such Debts as are owing by them, on their own separate Account, for Money paid into their Cash Abroad, as the Produce of dead Persons Estates, or for Monies paid into their Cash Abroad, to be repaid in *England*, are to be reckoned amongst the said Debts, which The said *Governor and Company* do owe, in *Great-Britain*, to be paid by them, on or before the First Day of *March*, One Thousand Seven Hundred and Eight, as aforesaid; and that The said *English Company* is not to be charged therewith, any Thing herein contained to the contrary notwithstanding.

And the Governor and Company to discharge all their Debts in Great-Britain, before the 1st of March, 1708.

And in like Manner, The said *English Company* shall, on or before the said First Day of *March*, One Thousand Seven Hundred and Eight, pay off and discharge, or cause to be paid off and discharged, all their just Debts, in *Great-Britain*,
The English Company in like Manner to pay their Debts.

Britain, or elsewhere, which they do or shall owe in their Corporation Capacity, on Account of their said Old Additional Stock, commonly called the Shares, except those Debts to which the said United Stock is to be liable, as aforesaid.

AND in regard The Governor and Company of Merchants of London, Trading into the East-Indies, are indebted to the Amount of a considerable Sum of Money, in Great-Britain, and their Corporation is in a short Time to be determined; to the End their said Debts may first be duly satisfied, the said Sidney, Earl of Godolphin, doth adjudge, award and determine, that The said Governor and Company of Merchants of London, Trading into the East-Indies, shall so timely and effectually execute their Powers, for calling in and raising Money, from the several Adventurers of that Company, as that the full Sum of One Hundred Thousand Pounds, at the least, shall be thereby raised by them, towards Payment of their said Debts, hereby awarded to be paid by them, as aforesaid, on or before the First Day of December, now next ensuing; and the full Sum of One Hundred Thousand Pounds more shall, in like Manner, be called for, and raised by them, towards Payment of their Debts last mentioned, on or before the First Day of February, now next ensuing; and so much more shall, in like Manner, be called for, and raised by them, towards Payment of the same Debts, on or before the First Day of March, now next ensuing, as together with the Seventy Pounds *per Cent.* herein after mentioned, shall be sufficient entirely to pay off, and discharge, all the said Debts of The said Governor and Company of Merchants of London, Trading into the East-Indies, which are not hereby awarded to be charged on the said United Stock.

AND for the better enabling The said Governor and Company of Merchants of London, Trading into the East-Indies, fully to clear all their said Debts hereby awarded to be paid by them, on or before the said First Day of March, One Thousand Seven Hundred and Eight, the said Sidney, Earl of Godolphin, doth further adjudge, award, and finally determine, that when, and as soon as The said Governor and Company

The Governor and Company to raise 100000*l.* by the 1st of December;

and as much more as will pay their Debts.

Company of Merchants of London, Trading into the East-Indies, shall have called for, and raised the First Sum of One Hundred Thousand Pounds before-mentioned, towards Payment of their Debts as aforesaid, then The said English Company, Trading into the East-Indies, by their Court of Managers, shall pay back to The said Governor and Company of Merchants of London, Trading into the East-Indies, or such Person or Persons as they shall appoint, One-Third Part of the Additional Stock of Seventy Pounds *per Cent.* by them formerly advanced, for carrying on of the said United Trade; the said Repayment to be made in Bonds, under the Common Seal of The English Company, and chargeable on the said United Stock, to be made payable on or before the Four and Twentieth Day of June, One Thousand Seven Hundred and Ten, and to carry Interest after the Rate of Six Pounds *per Cent. per Annum*, to be paid Half-Yearly: And when, and as soon as The said Governor and Company of Merchants of London, Trading into the East-Indies, shall have called for, and raised a further Sum of One Hundred Thousand Pounds (or Two Hundred Thousand Pounds in the whole) towards paying their just Debts as aforesaid, then The said English Company, Trading into the East-Indies, by their Court of Managers, shall pay back to The said Governor and Company of Merchants of London, Trading into the East-Indies, or such Person or Persons as they shall appoint, One other Third Part of the said Additional Stock of Seventy Pounds *per Cent.* to be paid in such Bonds as are before-mentioned: And when, and as soon as The said Governor and Company of Merchants of London, Trading into the East-Indies, shall have called for, and raised so much more Money, towards Payment of their just Debts, as aforesaid, as together with the said Seventy Pounds *per Cent.* Additional Stock, shall be sufficiently entirely to pay off, and discharge, all their said just Debts, as aforesaid, then The said English Company, Trading into the East-Indies, by their Court of Managers, shall pay back to The said Governor and Company of Merchants of London, Trading into the East-Indies, the Remainder of their said Seventy Pounds *per Cent.* Additional Stock, by such Bonds as aforesaid; except the Sum of Seventy Thousand Pounds, Part thereof, which is to be deposited for the Purposes, and in the Manner herein after mentioned.

When the Governor and Company have raised the First 100000*l.* the Company to repay one-third of the 70 *per Cent.* Additional Stock formerly advanced.

And when 100000*l.* is raised, then the English Company to repay one-third more of the said Additional Stock.

And when said Rent Money is raised to pay all their Debts, then the English Company to pay the Remainder of the 70 *per Cent.* except 170000*l.* for the purposes hereafter mentioned.

AND

Governor and Company to apply the Money borrowed to pay their Debts. AND the said Sidney, Earl of Godolphin, doth hereby award, and strictly enjoin The said Governor and Company of Merchants of London, Trading into the East-Indies, punctually to apply the said Money and Bonds, in Discharge of their said just Debts, according to the true Meaning hereof.

English Company to pay to the Members of the English Company, their Shares of the Additional Stock, except the Governor and Company. AND likewise the said Sidney, Earl of Godolphin, doth hereby adjudge, award, and finally determine, that The said English Company, Trading to the East-Indies, on Account of their United Trade, shall, by their Court of Managers, on or before the Twentieth Day of October, now next ensuing, pay back unto the respective Members of The said English Company, other than The said Governor and Company of Merchants of London, Trading into the East-Indies, their respective Shares of the said Additional Stock of Seventy Pounds per Cent. by like Bonds, payable at such Time, and to bear such Interest as aforesaid.

Governor and Company may assign their Debts to the Crown, to be regranted to Trustees. AND the said Sidney, Earl of Godolphin, doth further adjudge, award, and finally determine, that The said Governor and Company of Merchants of London, Trading into the East-Indies, may, if they shall think fit, at any Time before the Surrender of their Charters, in Pursuance of this Award, assign any Debts owing to them, in Great-Britain, which they cannot or shall not get in by that Time, to Her Majesty, Her Heirs and Successors, to the Intent, Her Majesty, Her Heirs or Successors, may be pleased to regrant the same to Trustees, to be nominated by The said Governor and Company, for the Benefit of the Members of the same Company, according to such Interests as they shall respectively have therein, at the Time of such Assignment; nevertheless subject in the First Place to the necessary Charges of executing such Trust.

Governor and Company may transfer their Shares in the English Company to AND the said Sidney, Earl of Godolphin, doth further adjudge, award, and finally determine, that The said Governor and Company of Merchants of London, Trading into the East-Indies, and their Successors, shall, on or before the Nineteenth Day of March, One Thousand Seven Hundred and Eight, transfer and assign, in due Form

Form of Law, to and amongst the then Members of their own Company, according and in Proportion to their several Shares, and Interests, of and in the General Joint Stock of the same Company, all the Stock which The said Governor and Company shall then have, or be entitled to, either in Law or Equity, of and in the Principal or Capital Stock of The English Company, Trading to the East-Indies, and the then several Members of the said Corporation, of The Governor and Company of Merchants of London, Trading into the East-Indies, shall thereupon be severally admitted, without Fee or Reward, and become Members of The said English Company, Trading to the East-Indies, and shall be entitled, not only to the Interest Money then due, and to grow due, for or in respect of their several Shares, in the Principal or Capital Stock of The said English Company, but likewise to elect and be elected Directors thereof, being qualified according to the Charter for that Purpose, and to all other Rights, and Privileges, which the other Members of The said English Company are entitled unto.

AND the said Sidney, Earl of Godolphin, doth adjudge, award, and finally determine, that The said Governor and Company of Merchants of London, Trading into the East-Indies, shall, on or before the Twenty-fifth Day of March, One Thousand Seven Hundred and Nine, by Deed or Instrument in Writing, under their Common Seal, enrolled in the High Court of Chancery, in due Form of Law, absolutely surrender, and yield up unto Her Majesty, Her Heirs and Successors, their Corporation, or Body Politick, of The Governor and Company of Merchants of London, Trading into the East-Indies, and all their Charters, Capacities, Powers and Rights whatsoever, for acting as, or continuing to be any longer, a Body Politick or Corporate, by Virtue of any Act of Parliament, Charters, or otherwise howsoever; and shall do any further or other Act, for the more effectual surrendering their Corporation and Charters, and for the determining their Being, as by the Council learned in the Law of The said English Company, Trading to the East-Indies, shall be reasonably advised, or devised, and required

AND

The £70000,
Part of the
Additional
Stock, to be
paid the Go-
vernors and
Company, is
to be paid to
Trustees for
Purposes
mentioned.

AND the said *Sidney, Earl of Godolphin*, doth further adjudge, award, and finally determine, that the said Sum of Seventy Thousand Pounds, Part of the said Additional Stock of Seventy Pounds *per Cent.* belonging to The said *Governor and Company*, and to be divided to them, as aforesaid, shall, before any Part of the said Seventy Pounds *per Cent.* is delivered to The said *Governor and Company*, be paid and delivered in such Bonds as aforesaid, to such Trustees as the Court of Directors of The said *English Company* shall appoint, and to be made payable to the same Trustees, in the Nature of, and as a Depositum, or Security, for the due Performance of that Part of this Award, which requires the Surrender of the Charters and Powers of The said *Governor and Company of Merchants of London, Trading into the East-Indies*, on or before the Twenty-fifth Day of *March*, One Thousand Seven Hundred and Nine; and in case a Surrender of their Charters, and Powers, shall be executed and enrolled by the Time aforesaid, then the said Bonds, for the said Sum of Seventy Thousand Pounds, shall be, by the same Trustees, restored and delivered to such Trustees as The said *Governor and Company* shall, before the Surrender of their said Charters, nominate to receive the same, in Trust, to pay such Debts of The said *Governor and Company*, in *Great-Britain*, as shall then remain undischarged, and to the Payment whereof there shall be no legal or just Impediment; and in case any such Debts cannot be paid, by Reason of any legal or just Impediment then in Trust, to pay so much as shall appear due to the Persons respectively, who shall appear to be entitled thereto, when such Impediment shall be removed; and the Surplus (if any) which shall remain (the necessary Charges of executing such Trust being first deducted) to be distributed amongst the several Members of the said Corporation, of The said *Governor and Company*, according to their respective Shares and Interests, which they would have had therein, in case the said Bonds had not been so deposited, and the said Corporation had continued; and in case The said *Governor and Company of Merchants of London, Trading into the East-Indies*, shall not execute and enrol, or cause to be enrolled, a Surrender

render of their said Charters and Powers, on or before the said Twenty-fifth Day of *March*, One Thousand Seven Hundred and Nine, then the said Bonds, for the said Sum of Seventy Thousand Pounds, and the Monies due upon the same, shall be absolutely forfeited by The said *Governor and Company of Merchants of London, Trading into the East-Indies*, for the Benefit of the Rest of the Members of The said *English Company, Trading to the East-Indies*, exclusive of The said *Governor and Company*, or the Members thereof, and shall be divided and distributed accordingly: And it is hereby awarded, that all the Bonds for the said Seventy Pounds *per Cent.* Additional Stock, shall bear Date on the Thirtieth Day of *September*, One Thousand Seven Hundred and Eight, from which Date the Interest upon all of them shall commence.

AND the said *Sidney, Earl of Godolphin*, doth further adjudge, award, and finally determine, that all the Covenants, Agreements, Provisoos, Matters and Things, contained in the said *Indenture Tripartite*, bearing Date the Twenty-second Day of *July*, One Thousand Seven Hundred and Two, not yet executed, nor altered by this Award, shall be duly complied with and executed, as therein is mentioned; and as to such Matters and Things, contained in the said *Indenture Tripartite*, as are not yet performed, and are altered, or intended to be altered, in Point of Time, or otherwise, by this Award; in case this Award be not complied with, in Relation to such particular Matters and Things, the respective Covenants and Agreements relating thereto, in the said *Indenture Tripartite*, shall remain in Force, and be duly performed.

AND the said *Sidney, Earl of Godolphin*, doth adjudge, award, and finally determine, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and The said *English Company, Trading to the East-Indies*, respectively, shall, upon Cross Bills, to be brought by them respectively, and Answers by them reciprocally put into such Bills for that Purpose, consent and submit to a Decree of the *High Court of Chancery*, for the specifick Performance of this

4 X

Award,

All Covenants and Agreements in the *Indenture Tripartite* unexecuted, and not hereby revoked, shall be complied with.

The Performance of this Award to be confirmed by a Decree in *Chancery*.

Sir Edward
Littleton's
Debt of
80437 Ru-
pees 8 Annas,
with Interest,
declared the
Property of
the English
Company, on
Account of
their Old Ad-
ditional
Stock.

Next Election
for Directors
to be on the
14th April.

29th Septem-
ber, 7th Year
of the Queen.

Award, and the respective Matters and Things therein contained; and that both Companies shall respectively do and perform all such Matters, and Things, as shall be requisite and necessary for the obtaining of the same: Provided always, and it is hereby declared, that a Debt due from Sir Edward Littleton, or his Estate, and secured by a Bond, bearing Date the Twelfth Day of August, Anno Domini, One Thousand Seven Hundred and Four, for Payment of Eighty Thousand Four Hundred Thirty and Seven Rupees, and Eight Annas, Money of Bengal, with Interest and Damages to The said English Company, shall still remain to them, on Account of their Old Additional Stock, and not be added to the United Stock, as a Debt in the East-Indies, by the general Words of this Award, any Thing therein to the contrary notwithstanding.

AND in regard the Time for electing Directors, for managing the United Stock of The said English Company, by whatsoever Name it shall be called, will soon begin, after the Time hereby limited for Surrender of the said Charters; to the End, therefore, that none of the then Members of The said English Company, which shall have Right to elect, or be elected, may be surprised, the said Sidney, Earl of Godolphin, doth hereby award and order, that the next Election of Directors, for The said United Company, shall be made on the Fourteenth Day of April, now next ensuing, and due Notice thereof shall be given accordingly, as in like Cases is usual.

In Witness whereof, the said Sidney, Earl of Godolphin, hath hereunto set his Hand and Seal, the Twenty-ninth Day of September, in the Year of Our Lord, One Thousand Seven Hundred and Eight, and in the Seventh Year of the Reign of Our Most Gracious Sovereign Lady, Anne, by the Grace of God, of Great-Britain, France, and Ireland, Queen, Defender of the Faith, &c.

GODOLPHIN.

CHARTER

TO THE

ENGLISH COMPANY,

Of all Debts due to The Governor and Company
of Merchants of London, Trading into the
East-Indies.

Dated 22d April, 1709.

ANNE, by the Grace of God, Queen of Great-Britain, France, and Ireland, Defender of the Faith, &c. To all to whom these Presents shall come, Greeting: Whereas, in and by an Act of Parliament, made and passed in the Sixth Year of Our Reign, entitled, An Act for assuring to The English Company, Trading to the East-Indies, on Account of the United Stock, a longer Time in the Fund and Trade therein mentioned, and for raising thereby the Sum of Twelve Hundred Thousand Pounds, for carrying on the War, and other Her Majesty's Occasions: It is amongst other Things recited or mentioned, that The Governor and Company of Merchants of London, Trading into the East-Indies, and the Rest of the Members of The English Company, Trading to the East-Indies, were desirous that a speedy and compleat Union might be had, and perfected, pursuant to an Indenture Tripartite, bearing Date the Two and Twentieth Day of July, in the Year of Our Lord, One Thousand Seven Hundred

Recital of the
Act of the 6th
of Queen
Anne, and of
Indenture
Tripartite.

Hundred and Two, in the said Act mentioned, and he did agreed to refer all Matters in difference concerning the same, and compleating the said Union, unto the final Determination of Our Right Trusty, and Right Well-Beloved Cousin and Councillor, *Sidney, Earl of Godolphin*, Our High-Treasurer of Great-Britain.

AND it is thereby enacted, that the said Matters in difference, between The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and the Rest of the Members of The said *English Company*, and the settling the Terms of, and perfecting and compleating the said Union, should be, and were thereby referred to the Judgment, Award, and final Determination, of the said *Earl of Godolphin*, to proceed upon, and settle the Terms and Conditions of the same, as his Lordship should think fit, so as the whole were made, settled, perfected, and compleated, on or before the Twenty-ninth Day of September, in the Year, One Thousand Seven Hundred and Eight, by Writing, attested under his Lordship's Hand and Seal, which said Award, being so made and settled, within the Time aforesaid, should, in all Parts thereof, be binding and conclusive, as well to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as to the Rest of the said Members of The said *English Company*, and should be by them complied with, and submitted to accordingly.

Recital of the
Earl of Go-
dolphin's
Award of
29th Sep-
tember last.

AND whereas the said *Sidney, Earl of Godolphin*, having taken upon him the Charge and Business of the said Arbitration, and having heard the several Parties by their Council, and maturely weighed and considered the several Allegations, and Debates, as well for, and on the Part and Behalf of, The said *Governor and Company of Merchants of London, Trading into the East-Indies*, as on the Part and Behalf of the Rest of the Members of The said *English Company*, touching and concerning the said Matters in difference, did, by his Deed Poll, bearing Date the Twenty-ninth Day of September, last past, before the Date hereof, make and declare his Judgment, Award, and final Determination, in Writing,

Writing, attested under his Hand and Seal, of, upon, and concerning the Premises; and did thereby, amongst other Matters and Things, award and determine, that all and every Debt and Debts, Sum and Sums of Money whatsoever, due, owing and answerable, to The said *Governor and Company of Merchants of London, Trading into the East-Indies*, or any others, in Trust for them, for their separate Use and Account, in the *East-Indies, China, Persia, Santa Helena*, or other Limits of their Charter, or contracted beyond Sea, from any Person or Persons, Governor, Society, Body Politick or Corporate whatsoever, should, amongst other Matters and Things mentioned in the said Award, from thenceforth be, and be deemed to be Part of the United Stock, of all the Members of The said *English Company, Trading to the East-Indies*, and should be vested, or deemed to be vested, in The said *English Company*, for the Account and Benefit of the said United Trade and Stock, and for the better assuring of the said Debts, for the Uses aforesaid, and for the obviating all Doubts and Difficulties that might then after arise, touching the Recovery or obtaining thereof: The said *Sidney, Earl of Godolphin*, did, by his said Award, further adjudge and determine, that The said *Governor and Company of Merchants of London, Trading into the East-Indies*, and their Successors, should, on or before the last Day of October last, by Indenture, under their Common Seal, to be enrolled in Her Majesty's High Court of Chancery, in due Form of Law, transfer and assign unto Us, Our Heirs and Successors, all and every such Debt and Debts, to them due and belonging, so awarded, for the Benefit of the United Trade and Stock, as aforesaid, to the Intent and Purpose that We, Our Heirs and Successors, as aforesaid, to the Intent and Purpose that We, Our Heirs and Successors, might, within the Space of Ten Days, then next following, or as soon after as might, conveniently could be done, under the Great Seal of Great-Britain, regrant the same unto The said *English Company, Trading to the East-Indies*, by whatsoever Name it should then be called or known, for the Account and Benefit of the said United Trade and Stock.

The Two Companies have agreed to abide by the Award; and the Governor and Company have assigned their Debts to the Crown.

AND whereas The said Governor and Company of Merchants of London, Trading into the East-Indies, and The said English Company, Trading to the East-Indies, having mutually contented and submitted to the said Award, they, The said Governor and Company, in and by their Indenture, bearing Date the Seven and Twentieth Day of October last past, before the Date hercof, enrolled in Our High Court of Chancery, did, in Pursuance of the said Award, grant, assign, transfer and set over, unto Us, all and every Debt and Debts, Sum and Sums of Money whatsoever, due, owing or answerable, to The said Governor and Company, or any others, in Trust for them, for their separate Use and Account, in the East-Indies, China, Persia, Santa Helena, or other Limits of their Charter, or contracted beyond the Sea, from any Person or Persons, Governor, Society, Body Politick or Corporate whatsoever, and all other Debt and Debts, Sum and Sums of Money whatsoever to due and owing to The said Governor and Company, beyond the Seas as aforesaid, and, by the said Award, directed to be Part of the said Indenture, to have and to hold all and singular the said Premises, granted or mentioned, or intended to be granted, by the said last mentioned Indenture, unto Us, Our Heirs and Successors, to the Intent and Purpose, that pursuant to Our Intention, declared in an Indenture, under Our Great Seal, bearing Date the Two and Twentieth Day of July, in the First Year of Our Reign, and in Execution of the said Award, We would be graciously pleased to grant the same to The said English Company, Trading to the East-Indies, for the Benefit of the said United Trade and Stock, as by the said recited Act of Parliament, Award and Indentures, Relation unto them being respectively had, may more fully and at large appear.

The Two Companies have requested the Crown to accept the said Grant.

AND whereas, as well The said Governor and Company, as The said English Company, have humbly applied to Us to accept of the said Grant, so to Us made, of the said Premises as aforesaid, and to grant the same to The English Company, for the Purpose aforesaid,

Now

Now therefore, know ye, that We do, by these Our Letters Patents, testify Our Royal Acceptance of the said Grant, so to Us made as aforesaid, and in Pursuance of Our Intention, declared in the said Indenture, of the Two and Twentieth of July, in the First Year of Our Reign, and in Execution of the said Award, of Our especial Grace, certain Knowledge and mere Motion, have granted, assigned, transferred and set over, and, by these Presents, do grant, assign, transfer and set over, unto The said English Company, Trading to the East-Indies, all and singular the said Debt and Debts, Sum and Sums of Money whatsoever, due, owing or answerable, or which were due, owing or answerable, to The said Governor and Company of Merchants of London, Trading into the East-Indies, or any others, in Trust for them, for their separate Use and Account, in the East-Indies, China, Persia, Santa Helena, or other Limits of their Charter, or contracted beyond Sea, from any Person or Persons, Governor, Society, Body Politick or Corporate whatsoever, and all and every other Debt and Debt, Sum and Sums of Money, Claims and Demands whatsoever, granted or assigned unto Us, in and by the said Indenture of the Seven and Twentieth Day of October last, to have and to hold the said Debt and Debts, Sum and Sums of Money, and all and singular other the Premises, hereby granted, or mentioned or intended to be granted, and every Part and Parcel thereof, unto them, The said English Company, Trading to the East-Indies, and their Successors, to and for the sole Benefit, and Account, of the said United Trade and Stock, as aforesaid: And We do hereby order, authorise and empower The said English Company, to sue for, recover and receive the same, either in their own Name, or in the Name of Us, Our Heirs or Successors, without any Account to be made, or given, to Us, Our Heirs or Successors, of, for or concerning the same.

AND Our further Royal Will and Pleasure is, that The said English Company shall have the Aid and Assistance of Our Court of Exchequer, and of Our Officers and

The Crown accepts the same, and re-grants all Debts, &c. agreeable to the Award.

Court of Exchequer to be assisting to re-

cover all
Debts, &c.

and Ministers of the said Court, and of the Process thereof, for the better enabling them to sue for, recover and receive the said Debts, Sum and Sums of Money, and other the Premises hereby granted, or intended to be granted, or assigned to them, as aforesaid, and for the making and issuing Process, in the Name of Us, Our Heirs and Successors, for the Purposes aforesaid, these Presents shall be a sufficient Warrant and Authority to the said Court, to pay over all such Sum and Sums of Money as shall, from Time to Time, be levied, by the Process of the said Court, to them, The said *English Company* and their Successors, for their own Use and Behoof, without any Account to be rendered for the same.

22d April, 8th
Year of the
Reign.

In Witness whereof, We have caused these Our Letters to be made Patents. Witness Ourselves, at *Westminster*, the Two and Twentieth Day of *April*, in the Eighth Year of Our Reign.

By Writ of Privy Seal.

C O C K S.

QUEEN ANNE'S

ACCEPTANCE

OF THE

SURRENDER

OF THE

CHARTERS

OF THE

Governor and Company of Merchants of *London*,
Trading into the *East-Indies*.

Dated 7th May, 1709.

ANNE, by the Grace of God, of *Great-Britain*, *France*, and *Ireland*,
Queen, Defender of the Faith, &c. To all to whom these Presents shall
come, Greeting: Whereas Our Right Trusty, and Right Well-beloved Cousin
and Counsellor, *Sidney*, Earl of *Godolphin*, Lord High-Treasurer of *Great-Britain*,
did,

did, by his Award, under his Hand and Seal, bearing Date the Nine and Twentieth Day of *September* last past, before the Date hereof, in Pursuance of the Act of Parliament therein mentioned, amongst several other Matters and Things therein contained, award and finally determine, that The then *Governor and Company of Merchants of London, Trading into the East Indies*, should, on or before the Five and Twentieth Day of *March*, One Thousand Seven Hundred and Nine, in due Form of Law, by Deed or Instrument, in Writing, under their Common Seal, enrolled in Our *High Court of Chancery*, absolutely surrender, and yield up, unto Us, Our Heirs and Successors, their Corporation, or Body Politick, of The *Governor and Company of Merchants of London, Trading into the East-Indies*, and all their Charters, Capacities, Powers and Rights whatsoever, for acting as, or continuing to be, any longer a Body Politick or Corporate, by Virtue of any Act of Parliament, Charter, or otherwise howsoever.

And whereas The said *Governor and Company* did, in Pursuance of the said Award, and for the entire extinguishing of the Corporation Capacity, of The said *Governor and Company*, by their Deed Poll, bearing Date the Two and Twentieth Day of *March* last, and enrolled in Our *High Court of Chancery*, grant, surrender, yield and give up, unto Us, Our Heirs and Successors, their Corporation Capacity, or Body Politick, of *Governor and Company of Merchants of London, Trading into the East-Indies*, and all their Charters, Capacities, Powers and Rights whatsoever, for acting as, or continuing to be, a Body Politick or Corporate, by Virtue of any Act of Parliament, Charter, or otherwise howsoever; and also all the Right, Title, Interest, Franchise, Liberty, Claim, or Demand whatsoever, which they, The said *Governor and Company* had, or were any ways entitled unto, to be a Corporation, or Body Politick, by the said Name of *Governor and Company of Merchants of London, Trading into the East-Indies*, or any other Name or Names, by Virtue of the said Letters Patents and Charters, or any of them, or by Force or Virtue of any other Letters Patents, Act or Acts of Parliament, Deeds or Means whatsoever, as by the said Award. and
Surrender,

Surrender, Relation unto them being respectively had, may more fully and at large appear.

Now therefore, know ye, that for divers good Causes and Considerations, Us hereunto especially moving, We have accepted, and do, by these Our Letters Patents, accept of the said Surrender, so to Us made as aforesaid; and do hereby likewise approve and allow thereof.

In Witness whereof, We have caused these Our Letters to be made Patents. 7th May, 8th
Witness Ourself, at *Westminster*, the Seventh Day of *May*, in the Eighth Year of Year of the
Our Reign. Reign.

By Writ of Privy Seal.

COCKS.

LETTERS PATENTS,

GRANTED TO THE

United Company of Merchants of *England*,

Trading to the *East-Indies*,

Bearing Date the Twenty-fourth of *September*, in the

Thirteenth Year of the Reign of *GEORGE I.*

Anno Domini, One Thousand Seven Hundred and
Twenty-Six.

Recital that
the Company
have, by ex-
ercising strict
Justice, en-
couraged the
Resort of In-
habitants, at
their settle-
ments.

GEORGE, by the Grace of God, of *Great-Britain, France, and Ireland*,
King, Defender of the Faith, &c. To all to whom these Presents shall
come, Greeting: Whereas Our Well-beloved Subjects, The *United Company*
of Merchants of England, Trading to the East-Indies, have, by a strict and equal
Distribution of Justice, within the Towns, Forts, Factories and Places, belong-
ing to the said Company, in the *East-Indies*, and other Parts beyond the *Cape*
of Good Hope to the Streights of *Magellan*, very much encouraged, not only
Our own Subjects, but likewise the Subjects of other Princes, and the Natives
of the adjacent Countries, to resort to, and settle in the said Towns, Forts,
Factories and Places, for the better and more convenient carrying on of Trade;
by which Means some of the said Towns, Factories and Places, are become
very populous, and especially the Town, or Place, anciently called *Chinapatnam*,
now

(369)

now called *Madraspatnam*, and *Fort St. George*, on the Coast of *Coroman-
del*, and also the Towns, Factories or Places, called *Bombay*, on the Island of
Bombay, and *Fort William*, in *Bengal*, in the said *East-Indies*, and Parts aforesaid:
And whereas, in Pursuance of the Privileges and Powers, granted to the
said Company, by Our Royal Predecessors, the said Company have constituted
and appointed, within the Factories herein before-mentioned, several Officers,
by the Names of Governor and Council, or President and Council: And
whereas there is great Want, in all the said Places, of a proper and competent
Power and Authority, for the more speedy and effectual administering of Justice,
in Civil Causes, and for the trying and punishing of Capital, and other Criminal
Offences, and Misdemeanors committed, within the Places and Districts afore-
said, and in other the said Company's Settlements, within the Limits of Trade,
granted to them, and for the better Government of the several Factories, belong-
ing to the said Company, within the same.

AND whereas the said Company have humbly applied to Us, by Petition, setting forth, as herein before is set forth, and suggesting, that for as much as the granting, to the said Company, such Powers as may conduce to the punishing of Vice, and administering of Justice, and the better governing the said Company's Factories, and Settlements Abroad, will not only tend to the Advancement of those good Ends, but also to the Increase of that Branch of the National Trade, which is carried on to the *East-Indies*, as well as to the Increase of Our Revenues arising from the same; the said Company, therefore, by their said Petition, humbly besought Us to grant, to the said Company, the several Powers, Privileges and Franchises, hereafter in these Presents contain-
ed; We, having considered the Premises, and being desirous to afford all fitting Assistance, and Encouragement, to the said Company, and for advancing of Trade, and promoting of Justice, and being well assured, that the establishing proper Courts of Justice will very much contribute thereunto, have, therefore,

Recital of
Company's
Petition:

And being
desirous of
giving to all
fitting En-
couragement,

5 A

We do hereby direct that there shall be a Mayor and Aldermen, at Madraspatnam; who shall be a Body Corporate;

and have a Common Seal, which may be broken or changed, at Pleasure.

First Mayor and Aldermen appointed;

by Virtue and in Pursuance of several Powers, granted to, and vested in Us, by several Acts of Parliament, heretofore passed in that Behalf, and in Performance of divers Covenants, between Our Royal Predecessors and the said Company, for the granting to them all further reasonable Powers, and Privileges, for the better Improvement and carrying on their Trade, and of Our special Grace, certain Knowledge and mere Motion, given and granted, and, by these Presents, do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and do, by these Presents, ordain, direct, establish and appoint, that there shall be, for ever hereafter, within the said Town or Factory of *Madraspatnam* aforesaid, One Body Politick and Corporate, by the Name of Mayor and Aldermen of *Madraspatnam*; and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, at least, together with the Mayor for the Time being, shall be natural born Subjects of Us, Our Heirs or Successors, and the other Two Aldermen may be Subjects of any other Prince, or State, in Amity with Us; and that the said Body Corporate, by Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law, to sue and be sued, in any Courts and Causes whatsoever; and shall and may have a Common Seal, for the Business and Affairs of the said Corporation, which Common Seal, they and their Successors may break and change, at their Pleasure.

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that *Richard Higginson*, Esq; shall be the First and modern Mayor of the said Town or Factory of *Madraspatnam* aforesaid, and *Edward Croke*, *Richard Carter*, *Duncombe Monroe*, *Robert Woolley*, *Abraham Wessell*, *John Pecony*, *Francis Royle*, *Luis De Medeiros*, and *Thomas Wey*, Merchants, shall be the First and modern Aldermen thereof; which said Mayor and Aldermen shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, by the Two Senior of the Council of *Fort St. George*, residing there.

there, within Thirty Days after Notice of this Our Charter, take an Oath, who shall take an Oath of Office and Oath of Allegiance; duly to execute their respective Offices, together with the Oath of Allegiance; which Oaths the said Governor or President, or, in his Absence, the Two Senior of the Council, residing at *Fort St. George* aforesaid, are hereby empowered to administer; and that, from the Time of taking the said Oaths of Office and Allegiance, the said Mayor shall continue in the said Office, for the Space of One Year, and until another Person shall be duly elected and sworn into the said Office: And We do, by these Presents, appoint the said Persons, herein before nominated to be Aldermen of *Madraspatnam*, to continue in their respective Offices of Aldermen, from the Time of taking such Oaths as aforesaid, for and during the Term of their natural Lives, unless removed in such Manner as herein after is mentioned: And We do further, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do, for Us, Our Heirs and Successors, will and direct, that it shall and may be lawful, to and for the said Mayor and Aldermen of *Madraspatnam*, for the Time being, or the major Part of them, yearly and every Year, on the Twentieth Day of *December* (unless the same happens on a *Sunday*, in which Case We appoint it to be on the next Day) to assemble themselves, and to proceed to the Election of a new Mayor, out of the Aldermen of the said Town of *Madraspatnam*, for the Time being, which Mayor, when elected, as soon as conveniently may be, shall be presented to the Governor, or President and Council of *Fort St. George* aforesaid, and shall take the usual Oath of Office, and the Oath of Allegiance, before the said Governor or President, or, in his Absence, before the Two Senior of the Council, residing at *Fort St. George* aforesaid, who are hereby authorized to administer the same, and shall continue in such Office, for the Space of One whole Year, from the Time of such swearing, and until another shall be duly elected and sworn into the said Office; and in case any Mayor shall happen to die in his said Office, the Aldermen, for the Time being, or the major Part of them, shall and may, as soon after as conveniently they can, upon reasonable Notice to be given in that Behalf, by

Mayor to continue for one Year:

Alderman to continue for Life, unless removed:

Election of Mayor to be annually on 20th December, except when on a Sunday;

Mayor to be sworn;

In case of the Death of Mayor, or Aldermen, there is to be elected.

by the Senior Aldermen, then residing at *Fort St. George* aforesaid; assemble and elect One of the said Aldermen to be Mayor, for the Remainder of the Year, to be presented and sworn as aforesaid.

Mayor after
Expiration of
his Office, to
continue Al-
derman :

Aldermen to
be elected out
of the Inhabi-
tants.

AND We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Madraspatnam*, herein before nominated, and every other Person, who shall hereafter be Mayor of the said Town of *Madraspatnam*, shall, after the Determination of his Office of Mayor, be One of the Aldermen of the said Town, according to the Tenour of these Our Letters Patents: And Our further Will and Pleasure is, that so often as any of the Aldermen of the said Town shall die, or be removed, the said Mayor and Aldermen, for the Time being, or the major Part of them, shall and may, upon reasonable Notice, or Summons, to be given in that Behalf, assemble and elect some other fit Person, out of the principal Inhabitants of the said Town of *Madraspatnam*, into the said Place of Alderman, who shall, within Fourteen Days after his Election, take the Oath of Office, and the Oath of Allegiance, before the Governor or President, or, in his Absence, the Two Senior of the Council, residing at *Fort St. George* aforesaid, and shall continue in such Office, during his Life, unless removed, in such Manner as herein after is mentioned; and that, before any Election shall be made of any Mayor, the several Vacancies in the Places of Aldermen shall be first filled up.

Aldermen
may be re-
moved by the
Governor and
Council, on
reasonable
Cause:

AND We do hereby, for Us, Our Heirs and Successors, give and grant, to The said *United Company* and their Successors, and do, by these Presents, for Us, Our Heirs and Successors, ordain and direct, that it shall and may be lawful, to and for the said Governor, or President and Council, for the Time being, or the major Part of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) upon reasonable Cause, to remove any of the said Aldermen, so as there be a Complaint, in Writing, first exhibited against him, and he have a reasonable

reasonable Time given him to make his Defence, and be summoned for that Purpose, in case he be resident within the Limits, and Precincts, of the said Town of *Madraspatnam*, at *Fort St. George*; but in case any Person, being a Subject of Us, Our Heirs and Successors, shall think himself aggrieved, by any such Sentence, or Adjudication of Removal, such Person may, within Fourteen Days after such Removal, appeal to Us, Our Heirs or Successors, in Council, as is usual in Cases of Appeal, from any of Our Colonies in the *West-Indies*, upon giving Security, to pay the Costs of such Appeal, in case such Sentence or Adjudication be affirmed.

Party ag-
grieved, by
any Removal,
may appeal
to the King,
in Council,
within 14
Days.

AND Our further Will and Pleasure is, that in case any of the Persons, herein before nominated to be Mayor, or Aldermen of *Madraspatnam* aforesaid, shall happen to die, or depart the *East-Indies*, before Notice of this Our Charter, or before they shall be sworn into their respective Offices, it shall be lawful, for the Governor and Council, or President and Council, of *Fort St. George* aforesaid, for the Time being, or the major Part of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) to nominate any other fit Person or Persons, out of the principal Inhabitants of the said Town of *Madraspatnam*, to be the modern Mayor, or Aldermen, and to admit and swear him, or them, into their respective Office, or Offices, as herein before is appointed.

In case of the
Death, or Re-
moval, of the
Mayor, or Al-
dermen, be-
fore named,
Governor
and Council
may appoint
others.

AND further We do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen, for the Time being, of *Madraspatnam* aforesaid, shall for ever hereafter be, and they are hereby constituted, a Court of Record, by the Name of the Mayor's Court, at *Madraspatnam*, and they, or any Three or more of them (whereof the Mayor, or the Senior Alderman, for the Time being, to be One) may, and they are hereby authorized to try, hear and determine, all Civil Suits, Actions and Pleas, between Party and Party, that shall

Mayor's
Court, at Ma-
draspatnam,
to be a Court
of Record.

shall or may arise, or happen, or that have already arisen, or happened, within the said Town of *Madraspatnam*, or within any of the Factories, subject or subordinate unto *Fort St. George* aforesaid, or to the said Governor or President, and the Council of *Fort St. George* aforesaid.

Sheriff, the Junior of the Council to be the first;

Jurisdiction;

to take an Oath of Office and Allegiance;

to continue in Office one Year.

Sheriff to be elected annually on the 20th December, except when on a Sunday, then on the Day following; to be sworn.

AND Our further Will and Pleasure is, and We do, for Us, Our Heirs and Successors, will, nominate and appoint, the Junior of the Council of *Fort St. George* aforesaid, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at that Place, to be Our Sheriff of *Fort St. George*, and the Town of *Madraspatnam*, and the District aforesaid, and for any Space within Ten Miles of the same; and We will and direct, that such Sheriff shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, the Two Senior of the Council, at *Fort St. George*, residing there, within Thirty Days after Notice of this Our Charter, take an Oath, duly to execute his Office, together with the Oath of Allegiance, which Oaths the said Governor or President, or, in his Absence, the Two Senior of the Council, residing within the said Town of *Madraspatnam*, are hereby empowered to administer; and that, from the Time of taking such Oaths, the said Sheriff shall continue in his Office, for the Space of One Year, and until another shall be duly elected and sworn into the said Office.

AND We do further, for Us, Our Heirs and Successors, will, ordain, direct and appoint, that the Governor, or President and Council, of *Fort St. George* aforesaid, or the major Part of them, shall yearly, on the Twentieth Day of *December*, unless the same happens on a *Sunday*, and then on the next Day, assemble themselves, and proceed to the Election of a new Sheriff, which Sheriff, when elected, as soon as conveniently may be, shall take the usual Oath of Office, and the Oath of Allegiance, before the said Governor or President, or, in his Absence, before the Two Senior of the Council, residing within the said Town of *Madraspatnam* (who are hereby authorized to administer the same)

and

and shall continue in such Office, during the Space of One whole Year, from the Time of such swearing, and until another shall be duly elected and sworn into the said Office: And in case any such Sheriff shall die in his Office, the said Governor, or President and Council, or the major Part of them, shall and may, as soon as conveniently may be, assemble, and choose another Person to be Sheriff, in his Room, who shall be sworn, as aforesaid, and continue in his Office, for the Remainder of the Year; and the said Sheriff, hereby appointed, and every other Sheriff, to be elected and sworn, as aforesaid, shall, during his and their Continuance in such Office respectively, have full Power and Authority to execute, and make Return of all Process of the said Court, and of any other Court, erected by these Our Letters Patents, within the District aforesaid.

In case of Death, another to be chosen for the Remainder of the Year.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, direct, ordain and appoint, that, upon Complaint to be made, in Writing, to the said Court, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Fort or Town, or the aforesaid Precinct, District, or Territories thereof, of any of the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue, the said Courts shall and may issue a Summons, in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being, or, in case of his Absence, the Senior Alderman then residing within the said Town of *Madraspatnam*, or *Fort St. George*, to be One) to be directed to the said Sheriff, requiring the Party or Parties, Defendant or Defendants, to appear before them, at a certain Time and Place, therein to be appointed, to answer the said Complaint; and in Default of Appearance, upon Return of the said Summons, at such Time and Place, the said Court shall and may issue forthwith a Warrant, under the Hands and Seals of any Two of the Judges of the said Court (whereof the Mayor, for the Time being, or the Senior Alderman, then residing

Mayor's Court, Term of Proceeding in Civil Actions.

residing within the said Town of *Madraspatnam*, to be One) directed to the Sheriff, for the Time being, to take the Body, or Bodies, of such Defendant, or Defendants, and bring him, her or them, before the said Court, at a certain Time and Place, therein to be appointed, to answer to the said Complaint; and in case of Appearance, or Arrest, of the Body, or Bodies, of such Defendant, or Defendants, to let such Defendant or Defendants out to Bail, upon giving sufficient Security (which We do hereby empower the said Court to take) to abide, and perform the final Order and Judgment of the said Court, or such final Order, and Judgment, as shall and may be given, upon any Appeal to be brought in the said Cause, or to surrender himself to the said Court, to be charged in Execution, till the said Judgment shall be satisfied; and in Default of finding Bail, or giving such Security as aforesaid, to detain such Defendant, or Defendants, in Custody, until he or they shall have found such Bail, or have given such Security as aforesaid, or shall have Judgment, or Sentence, given for him, her or them, upon such Complaint, and after such Bail found, or Security given as aforesaid, or in case such Defendant, or Defendants, shall be detained in Custody, for Want of Bail, or Security, We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize, the said Court, to proceed to the Examination of the Matter, and Cause of Complaint, either upon the Oath, or Oaths, of any Witness, or Witnesses, in Writing, to be by him, her or them subscribed, and taken in the most solemn Manner (for which Purpose We do, by these Presents, empower and require the said Court, to administer an Oath, or cause the same to be administered, to such Witness, or Witnesses, as shall be produced, on the Behalf of either Party, Plaintiff or Defendant) or by the voluntary Confession of such Defendant, or Defendants; and thereupon it shall be lawful, for the said Court to give Judgment and Sentence, according to Justice and Right, and to award, and issue a Warrant or Warrants of Execution, under the Hands and Seals of Two of the Judges of the said Court, (whereof the Mayor of the said Town or Factory of *Madraspatnam*, for the Time being, or the Senior Alderman, then residing within the same Town or Factory, to be One)

One) to be directed to the Sheriff, for the Time being, for levying the Debt, or Duty, adjudged, or decreed, to the Party or Parties complainant, together with Costs of Suit, upon the Goods and Chattels of such Defendant or Defendants, and to cause Sale to be made of the said Goods and Chattels, rendering to the Party the Overplus (if any be) and for Want of sufficient Distress, We do hereby, for Us, Our Heirs and Successors, give full Power and Authority, to the said Court, to imprison the Defendant or Defendants, until Satisfaction be made, by him, her or them, to the Plaintiff or Plaintiffs, of the Debt or Duty decreed, or adjudged, together with the Costs of Suit; and in case Judgment shall be given for the Defendant or Defendants, We do hereby, for Us, Our Heirs and Successors, likewise give full Power and Authority, to the said Court, to award Costs, to such Defendant or Defendants, and to issue the like Process of Execution, for the same, as in Cases where Costs are awarded to any Plaintiff or Plaintiffs; and to the Intent, that due Provision be made, that there be no Failure of Justice, if the Defendant or Defendants, shall withdraw him, or herself, or themselves, out of, or shall not be found within the Jurisdiction of the said Court, We do, by these Presents, give and grant, will, direct and appoint, that in case the Sheriff shall make return to such Summons, or Warrant of Arrest, that the Party or Parties, Defendant or Defendants, therein mentioned, or any of them, is or are not to be found, within the Jurisdiction of the said Court, it shall and may be lawful, to and for the said Court, upon an Affidavit or Proof, verifying the Demand of the Plaintiff or Plaintiffs, in such Suit, to the Satisfaction of the said Court, to grant a Sequestration, to seize the Estate, and Effects, of such Party or Parties, Defendant or Defendants, to such Value as the said Court shall think reasonable, and shall direct in such Process of Sequestration, and the same to detain in the Hands of a proper Person, to be appointed by the said Court, till such Party or Parties shall appear to the said Complaint, and give Security as aforesaid; and in case the Party or Parties, Defendant or Defendants, shall not appear, and give Security as aforesaid, within the Space of Six Months (unless it be shewed to the said Court, on the

the Behalf of such Defendant or Defendants, that he or they is or are residing in *Great Britain*) then it shall and may be lawful, for the said Court, to proceed to hear and determine the said Cause, and to give Judgment therein as aforesaid; and in case Judgment shall be given for the Plaintiff or Plaintiffs, in such Suit, to direct the Effects, so seized, to be sold, and, out of the Produce thereof, to make Satisfaction to the Plaintiff or Plaintiffs, for the Duty and Costs recovered, returning the Overplus, if any such shall be; and in case such Produce shall not be sufficient to make Satisfaction to the Plaintiff or Plaintiffs, then it shall and may be lawful, for the said Court, to award Execution, for the Residue of the Duty and Costs, recovered in Manner as aforesaid.

Mayor's
Court may
administer
Oaths.

AND We do hereby authorize the said Court to administer Oaths, and to frame such Rules of Practice, and nominate and appoint such Clerks and Officers, and to do all such other Things as shall be found necessary, for the Administration of Justice, and the due Execution of all or any of the Powers, given them, by these Presents.

Table of
Fees to be
approved by
the Governor
and Council
of Fort St.
George.

AND Our further Will and Pleasure is, and We do hereby require and command, that a Table of the Fees, to be allowed to such Clerks and Officers, shall be settled by the said Court, and approved and signed, by the Governor, or President of *Fort St. George* aforesaid, for the Time being, and shall be wrote out fair, and kept constantly fixed up, in some visible and open Part of the Room, or Place, where the said Court shall be held.

Appeals may
be made from
the Mayor's
Court to the
Governor and
Council,
within 14
Days;

AND it is Our further Will and Intent, and We do, by these Presents, ordain and establish, that if any Person, or Persons, shall think him, her or themselves aggrieved, by any Judgment, Sentence or Decree of the said Mayor's Court, that such Person, or Persons, shall or may, within Fourteen Days after such Judgment, Sentence or Decree of the said Court, shall be entered of Record, appeal to the Governor, or President and Council, of *Fort St. George* aforesaid, for the Time

Time being, whom, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, residing there, to be One) We do hereby, for Us, Our Heirs and Successors, constitute, nominate and appoint, to be, for ever hereafter, a Court of Record, for that Purpose, to receive such Appeals, and to hear and determine the same, and to do all other Acts, Matters and Things, necessarily incident thereunto; whose Determination shall be final, if the Damages, Debt, or Thing directed to be paid, done or delivered, shall not exceed the Value of One Thousand Pagodas; but in case the same do exceed the Value of One Thousand Pagodas, then any Person or Persons, who shall think him, her or themselves aggrieved, by such Judgment, Sentence or Decree, made on such Appeal, shall and may, within Fourteen Days after the Sentence, Judgment or Decree, given or made upon such Appeal, shall be entered of Record, appeal to Us, Our Heirs and Successors, in Council (as is usual in Cases of Appeal from any of Our Colonies in the *West Indies*) upon giving Security, to pay Interest after the Rate of Eight *per Cent.* for the Thing adjudged, or decreed to be paid, done or delivered, and the Costs of such Appeal, in case the said Judgment, Sentence or Decree shall be affirmed: And it is Our Will and Pleasure, that the Judgments, Sentences and Orders, of Us, Our Heirs and Successors, and of the said Governor, or President and Council, made upon any such Appeals respectively, shall and may be put in Execution, by the said Mayor's Court, in such Manner as an original Judgment of the said Court should or might have been.

whose Decrees
shall be final,
for all Sums
under 1000
Pagodas; and
above that
Sum, Appeals
may be made
from the Go-
vernor and
Council to
the King in
Council.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, will, ordain, establish and appoint, that the Governor, or President of *Fort St. George* aforesaid, and the Five Senior of the Council, according to their Precedency there, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, in and for the said Town of *Madraspatnam*, and in and for *Fort St. George*, *Fort St. David*, *Vizagapatnam*, the Factories on the Coast

Governor and
5 Senior
Council to be
Justices of the
Peace.

Coast of *Sumatra*, and all other the Factories, subordinate to *Fort St. George* aforesaid, in the same or the like Manner, and with the same or the like Powers, as Justices of the Peace, constituted by any Commission or Letters Patents, under Our Great Seal of *Great-Britain*, for any County, City or Town Corporate, in *England*, do or may exercise such Office.

And may hold
Quarter Ses-
sions, for the
Trial of all
Offences, ex-
cept High
Treason.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, that the Governor, or President of *Fort St. George*, and the Five Senior of the Council, for the Time being, or any Three or more of them whereof the Governor or President, or, in his Absence, the Senior of the Council, residing at *Fort St. George*, to be One) shall and may hold Quarter Sessions of the Peace, Four Times in the Year, within the District aforesaid, and shall at all Times hereafter be, and constitute a Court of Record, in the Nature of a Court of Oyer and Terminer, and Gaol Delivery, and shall, from Time to Time, and at all Times hereafter, be Commissioners of Oyer and Terminer, and Gaol Delivery, for the trying and punishing of all Offenders and Offences (High Treason only excepted) had, committed or done, or to be had, committed or done, within the said Town of *Madraspatnam*, *Fort St. George*, or within any of the said Factories, subordinate thereunto, or within Ten *English* Miles of any of the same respectively: And that it shall and may be lawful, to and for the said Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery respectively, to proceed by Indictment, or by such other Ways, and in the same or in the like Manner, as is used in that Part of *Great-Britain*, called *England*, as near as the Condition and Circumstances of the Place, and Inhabitants, will admit of; and, for that Purpose, to issue their Warrant, or Precept, to the Sheriff of the said District, for the Time being, commanding him to summon a convenient Number of the principal Inhabitants, within the said District, to serve and attend as a Grand and Petty Jury, at the said Courts respectively; and that the said Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery respectively, shall and may administer to them the usual Oath, taken in *England*, by the Grand and Petty Jury, and also administer a proper Oath, in the most solemn Manner, to all Witnesses, to be produced for or against the Party to be tried; and that the said Justices, and Commissioners, shall and may respectively proceed to the Arraignment, Trial, Conviction, and Punishment of Persons accused of any Crimes, or Offences (High Treason only excepted) in the same, or the like Manner and Form, as near as the Condition and Circumstances of the Place, and Inhabitants, will admit of, as any Our Justices of the Peace, or Commissioners of Oyer and Terminer, and Gaol Delivery, in *England*, do or may proceed, by Virtue of any Commission, by Us granted, for that Purpose; and shall and may respectively do all other Acts, that Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, usually and legally do; and that the said Court may assemble and adjourn, at and unto such Times and Places as they shall judge convenient: And We do hereby direct, that the Governor, or President of *Fort St. George* aforesaid, shall, before the Council there, or the major Part of them, take an Oath faithfully to execute the said Offices of Justice of the Peace, and Commissioner of Oyer and Terminer, and Gaol Delivery, together with the Oath of Allegiance (which Oath they are hereby empowered to administer) and after the taking of such Oaths, We do hereby authorize the said Governor, or President, to administer the same Oaths to such of the Council as shall, from Time to Time, be, by Virtue hereof, a Justice of Peace, or Commissioner of Oyer and Terminer, and Gaol Delivery.

and Terminer, and Gaol Delivery respectively, shall and may administer to them the usual Oath, taken in *England*, by the Grand and Petty Jury, and also administer a proper Oath, in the most solemn Manner, to all Witnesses, to be produced for or against the Party to be tried; and that the said Justices, and Commissioners, shall and may respectively proceed to the Arraignment, Trial, Conviction, and Punishment of Persons accused of any Crimes, or Offences (High Treason only excepted) in the same, or the like Manner and Form, as near as the Condition and Circumstances of the Place, and Inhabitants, will admit of, as any Our Justices of the Peace, or Commissioners of Oyer and Terminer, and Gaol Delivery, in *England*, do or may proceed, by Virtue of any Commission, by Us granted, for that Purpose; and shall and may respectively do all other Acts, that Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, usually and legally do; and that the said Court may assemble and adjourn, at and unto such Times and Places as they shall judge convenient: And We do hereby direct, that the Governor, or President of *Fort St. George* aforesaid, shall, before the Council there, or the major Part of them, take an Oath faithfully to execute the said Offices of Justice of the Peace, and Commissioner of Oyer and Terminer, and Gaol Delivery, together with the Oath of Allegiance (which Oath they are hereby empowered to administer) and after the taking of such Oaths, We do hereby authorize the said Governor, or President, to administer the same Oaths to such of the Council as shall, from Time to Time, be, by Virtue hereof, a Justice of Peace, or Commissioner of Oyer and Terminer, and Gaol Delivery.

AND Our further Will and Pleasure is, and We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Power and Authority, from Time to Time, to name and appoint such Person, and Persons, as they shall think fit to be General, or Generals, of all the Forces, by Sea and Land, of or belonging to the said Town of *Madraspatnam*, and the Towns, Places, and Dependencies

standing
forces may be
raised;

Generals
removable.

Inhabitants
and others to
be trained to
Arms; and
may repel
force by
force; and
exercise Mar-
tial Law.

dependencies of *Fort St. George* aforesaid; and to nominate, constitute and appoint, such and so many Commanders, and Military Officers, as to them shall seem meet and requisite, for the leading, conducting, and training up the Inhabitants of the said Town, Places and Limits aforesaid, in Martial Affairs; and for the raising and maintaining such a Body of standing Forces, within the said Towns and Limits aforesaid, and such a Number of Seamen, and Ships of Defence, as are or shall be necessary for the Defence and Safeguard of the same; and such General or Generals, and other Officers, or any of them, at the Pleasure of the said Company, to displace and amove: And that it shall and may be lawful, to and for the said General, or Generals, of the Forces, by Sea and Land, of or belonging to the said Town of *Madraspatnam*, and the Towns, Places, and Dependencies of *Fort St. George* aforesaid, and all and every such Commander, and Military Officers, that shall be so as aforesaid constituted, and appointed, according to the Tenour of his and their respective Commissions, and Instructions, to assemble, exercise in Arms, Martial Array, and put in warlike Posture the Inhabitants of the said Towns, and Places, either by Sea or Land, for their especial Defence and Safety, and to lead and conduct them; and to encounter, repulse, expel and resist, by Force of Arms, as well by Sea as by Land, and also to kill, slay and destroy, by all fitting Ways, Enterprizes and Means whatsoever, all and every such Person or Persons as shall or may, at any Time hereafter, in an hostile Manner, attempt or enterprize the Destruction, Invasion, Detriment or Annoyance, of any of Our Subjects, within the said Towns and Factories, and Limits, or any of their Servants, or Persons, dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occasion shall necessarily require, and may legally be done; and to take and surprize, by all Ways and Means whatsoever, all and every such Person and Persons, with their Ships, Armour, Ammunition, and other Goods as shall, in hostile Manner, invade, or attempt, the defeating or Destruction of the said Towns and Places, or the Hurt of any of Our

Our Subjects, inhabiting there, or any of their Servants, or Persons, employed by them, and, upon just Causes, to invade and destroy the Enemies of the same.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, further give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that there shall be, for ever hereafter, within the said Town or Factory of *Bombay*, on the Island of *Bombay*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Bombay*; and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, together with the Mayor, for the Time being, shall be natural born Subjects of Us, Our Heirs and Successors, and the other Two Aldermen may be Subjects of any other Prince, or State, in Amity with Us: And that the said Body Corporate, by the Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law, to sue and be sued, in any Courts and Causes whatsoever; and shall and may have a Common Seal, for the Business and Affairs of the said Corporation, which Common Seal, they and their Successors may break and change, at their Pleasure.

Mayor's
Court at
Bombay ap-
pointed.

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that *William Henry Draper*, Esq; be the First and modern Mayor of the said Town or Factory of *Bombay* aforesaid, and that *Edward Massey*, *John Lampton*, *Arthur Upton*, *William Forbes*, *Arnoldus Paauw*, *Thomas Harnett*, *Ephraim Bendall*, *Henry Albert*, and *Allan Chambree*, Merchants, shall be the First and modern Aldermen thereof; which said Mayor and Aldermen shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, by the Two Senior of the Council of *Bombay*, residing there, within Thirty Days after Notice of this Our Charter take an Oath, duly to execute their respective Offices, together with the Oath of Allegiance; which Oaths the said Governor

First Mayor,
and Aldermen
nominated;

Oaths to be
taken by
them.

Governor or President, and, in his Absence, the Two Senior of the Council, residing at *Bombay* aforesaid, are hereby empowered to administer.

Mayer and Aldermen, at *Bombay*, to have the same Powers and Authority as those at *Madras*.

AND it is Our further Will and Pleasure, and We do hereby ordain, direct, establish and appoint, that the Mayer and Aldermen of the said Town or Factory of *Bombay*, hereby nominated, and all, and every other and future Mayors, and Aldermen, of the said Town or Factory, shall respectively have such Continuances, in their several Offices, and shall be so appointed, elected and removed, at such Times, upon the like Contingencies or Occasions, and in the like Manner, and be so presented, and take such Oaths, before such Officers, having the like Authority, within the said Town or Factory of *Bombay* (whom We do hereby, for Us, Our Heirs and Successors, authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town or Factory of *Bombay*, and the Limits thereof, and the Factories subordinate thereto, to all Intents and Purposes, as is or are herein before respectively appointed, directed, ordained or established, concerning Elections, Continuance, swearing, presenting or removing, as are hereby before given unto the Mayor, and Aldermen, of the said Town of *Madraspatnam*: And We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Bombay*, herein before nominated, and every other Person, who shall hereafter be Mayor of *Bombay*, shall, after the Determination of his Office of Mayor, be One of the Aldermen of the said Town or Factory of *Bombay*.

Mayor and Aldermen to be a Court of Record, by the Name of the Mayor's Court, at *Bombay*.

AND We do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen of *Bombay* aforesaid, for the Time being, shall for ever hereafter be, and they are hereby constituted, a Court of Record, by the Name of the Mayor's Court, at *Bombay*; and that they, or any Three or more of them (whereof the Mayor, or Senior Alderman, for the Time being, to be One) may and are hereby authorized to try, hear and determine, all Civil Suits,

Suits, Actions and Pleas, between Party and Party, that shall or may arise or happen, or that have already arisen or happened, within the said Town or Factory of *Bombay*, or within any of the Factories, subject or subordinate thereunto.

AND We do further will, ordain, direct, establish and appoint, that the Junior of the Council of *Bombay* aforesaid, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at that Place, shall be Our Sheriff for the said Town or Factory of *Bombay*, and the Precincts, Districts or Territories thereof, and for any Space, within Ten Miles of the same; and that such Sheriff, so hereby appointed; and all, and every other future Sheriffs of *Bombay* aforesaid, shall have such Continuance, in their several Offices, and shall be so appointed and elected, at such Times, upon such Contingencies or Occasions, and in the like Manner, and take such Oaths, before such Officers (whom We do hereby authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town or Factory of *Bombay*, and the Limits thereof, and the Factories subordinate thereunto, to all Intents and Purposes, as is or are herein before appointed, directed or ordained, concerning the Sheriff of the said Town of *Madraspatnam*.

Junior of Council, at *Bombay*, to be the first Sheriff;

to be sworn.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, ordain, direct and appoint, that, upon Complaint to be made, in Writing, to the said Court, at *Bombay*, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Town or Factory of *Bombay*, or the Precincts, Districts or Territories thereof, of any the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue, the said Court shall and may issue a Summons, in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being,

Forms of Proceedings.

being, or, in his Absence, the Senior Alderman, then residing within the same Town or Factory, to be One) to be directed to the Sheriff of *Bombay*, for the Time being, requiring such Appearance of the Defendant or Defendants, therein named; and, in Default of such Appearance, shall and may issue the like Warrant, under the Hands and Seals of the like Judges, directed to the Sheriff of *Bombay*, for the Time being, to take and bring the Body, and Bodies, of such Defendant, or Defendants, before the said Court, at such Time as is or are herein before respectively appointed, or directed, touching or relating to the issuing of Summons, or Warrants, upon the Complaint, or at the Suit of any Complainant, against any Defendant, in the said Mayor's Court, at *Madraspatnam*. And We do further give and grant, and, by these Presents, ordain and appoint, that the said Mayor's Court, at *Bombay*, shall and may, in case of an Appearance, or an Arrest of the Body, or Bodies, of such Defendant, or Defendants, let such Defendant or Defendants out to Bail, upon such Security, so to be taken, upon such Condition, and for such Purposes; and, in Default thereof, to hold such Defendant, or Defendants, in such Custody, and for such Time, and in such Manner, as is herein before appointed, concerning the same, to be done and performed, by the said Mayor's Court, at *Madraspatnam*, or the Officers thereof; and after such Bail found, or in case the Defendant, or Defendants, be detained in Custody, for Want of such Bail, We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize, the said Court, so and in such Manner, to proceed to the Examination of the Matter of Complaint, and so to give Sentence and Judgment, and to award such Executions, directed to such Sheriff; and generally to proceed, act and do, in all Things relating to the administering or executing of Justice, in all Civil Causes, Suits, or Pleas, to be commenced, or depending, in the said Mayor's Court, at *Bombay*, by and with such Rules, Regulations, Powers and Authorities, and under such Limitations and Restrictions, and subject to such Appeal, to the Governor, or President and Council of *Bombay* (whom We do, in like Manner, authorize to hear and determine the same) and from them to Us, Our Heirs and Successors, in Council,

as are herein before given, granted, ordained or appointed to be done, exercised, executed, held or enjoyed, by the said Mayor's Court, herein before appointed and established, at *Madraspatnam*, in such ample and beneficial Manner as if the same were here again repeated.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, direct, establish and appoint, that the Governor, or President of *Bombay* aforesaid, and the Five Senior of the Council, according to their Precedency there, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and Gaol Delivery, and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, residing at *Bombay*, to be One) shall and may hold Sessions of the Peace, and of Oyer and Terminer, and Gaol Delivery respectively, in and for the said Town or Factory of *Bombay*, and other the Factories subordinate thereto, and within Ten Miles of the same respectively; and to do all such other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, with such Powers, Jurisdictions and Authorities, and under such Regulation and Restrictions, as are herein before given and granted, directed and appointed, concerning Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, for the said Town of *Madraspatnam*.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Power and Authority, from Time to Time, to name and appoint such Person, and Persons as they shall think fit to be General, or Generals, of all the Forces, by Sea and Land, of or within the Towns, Limits or Factories of *Bombay* aforesaid, and to constitute and appoint such Commanders, and Military Officers, for such Purposes, and such General or Generals, and other Officers,

Governor and
Senior
Council to be
Justices of the
Peace, and
Commission-
ers of Oyer
and Terminer.

Governor and
Council, at
Bombay, may
appoint Ge-
nerals.

Generals to
train the In-
habitants in
Arms;

and exercise
Martial Law,
in War Time.

Mayor's
Court in Ben-
gal appoint-
ed.

Officers, or any of them, at the Pleasure of the said Company, to remove, in such Manner, and Form, as is or are herein before directed, ordained or established, concerning the appointing, or removing the Generals, Commanders, or Military Officers of *Madraspatnam*, and the Towns, Places, and Dependencies of *Fort St. George*: And Our further Will and Pleasure is, that it shall and may be lawful, to and for the said General, or Generals, of the Forces, by Sea and Land, of or belonging to the Town, Limits and Factories of *Bombay* aforesaid; and all and every such Commander, and Military Officer, according, to his and their respective Commissions, and Instructions, to assemble, exercise in Arms, Martial Array, and put in warlike Posture the Inhabitants of the said Towns, and Factories, for their Defence and Safety, and to lead and conduct them, and to encounter, expel and resist, by Force of Arms, and also to kill, slay and destroy, all such Persons as shall or may, in an hostile Manner, attempt or enterprize the Destruction, Invasion, Detriment or Annoyance, of any of Our Subjects, within the said Town, and Factories and Limits, or any of their Servants, or Persons, dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occasion shall necessarily require, and may legally be done, and to take and surprize all and every such Person, or Persons, with their Ships, Armour, Ammunition and other Goods, as shall, in hostile Manner, invade, or attempt the defeating or Destruction of the said Towns, and Factories, or the Hurt of any of Our Subjects, inhabiting there, or within the Limits aforesaid, or any of his or their Servants, or Persons, employed by them, and, upon just Cause, to invade and destroy the Enemies of the same.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, further give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that there shall be, for ever hereafter, within the said Factory of *Fort William*, in *Bengal*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Calcutta*,

Calcutta, at *Fort William*, in *Bengal*, and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, together with the Mayor, for the Time being, shall be natural born Subjects of Us, Our Heirs and Successors, and the other Two Aldermen may be Subjects of any other Prince, or State, in Amity with Us: And that the said Body Corporate, by the Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law; to sue and be sued, in any Courts and Causes whatsoever, and shall and may have a Common Seal, for the Business and Affairs of the said Corporation, which Common Seal, they and their Successors may break and change, at their Pleasure.

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that *John Sainsbury Lloyd*, Esq; be the First and modern Mayor of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and that *Thomas Bradly*, *John Bonket*, *Thomas Coalis*, *Thomas Cooke*, *Henry Harnett*, *Robert Frankland*, *George Petty*, *Oliver Coult*, and *James Nevill*, Merchants, be the First and modern Aldermen thereof; which said Mayor and Aldermen shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, by the Two Senior of the Council, of *Fort William*, in *Bengal*, residing there, within Thirty Days after Notice of this Our Charter, take an Oath, duly to execute their respective Offices, and shall also take the Oath of Allegiance; which Oaths, the said Governor or President, and, in his Absence, the Two Senior of the Council, residing at *Calcutta*, in *Bengal* aforesaid, are hereby empowered to administer.

AND it is Our further Will and Pleasure, and We do hereby ordain, direct, establish and appoint, that the Mayor and Aldermen of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, hereby nominated, and all and every other and future Mayors, and Aldermen, of the said Town respectively, shall have such Continuance in their several Offices, and shall be so appointed, elected and removed,

moved, at such Times, upon the like Contingencies or Occasions, and in the like Manner, and be so presented, and take such Oaths, before such Officers, having the like Authority, within the said Town of *Calcutta*, at *Fort William*, in *Bengal* (whom We do hereby, for Us, Our Heirs and Successors, authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Limits thereof, and the Factories subordinate thereto, to all such Intents and Purposes as is or are herein before respectively appointed, directed, ordained or established, concerning the Elections, Continuance, swearing, presenting or removing of, as are hereby before given unto the Mayor and Aldermen of the said Town of *Madraspatnam*.

Mayor to continue to be an Alderman after the Expiration of his Office.

Mayor's Court to be a Court of Record.

AND We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Calcutta*, at *Fort William*, in *Bengal* aforesaid, herein before nominated, and every other Person, who shall hereafter be Mayor of *Calcutta*, at *Fort William*, in *Bengal*, shall, after the Determination of his Office of Mayor, be One of the Aldermen of the said Town of *Calcutta*, at *Fort William*, in *Bengal*: And We do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal* aforesaid, for the Time being, shall for ever hereafter be, and they are hereby constituted, a Court of Record, by the Name of the Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*; and that they, or any Three or more of them (whereof the Mayor, or Senior Alderman, for the Time being, to be One) may and are hereby authorized to try, hear and determine, all Civil Suits, Actions and Pleas, between Party and Party, that shall or may arise or happen, or that have already arisen or happened, within the said Town or Factory of *Calcutta*, at *Fort William*, in *Bengal*, or within any of the Factories, subject or subordinate thereunto.

AND

AND We do further will, ordain, direct, establish and appoint, that the Junior Sheriff, Powers and Privileges. of the Council of *Fort William* aforesaid, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at that Place, shall be Our Sheriff, for the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Precincts, Districts or Territories thereof, and for any Space within Ten Miles of the same; and that such Sheriff, so hereby appointed, and all and every other future Sheriffs of *Fort William* aforesaid, shall have such Continuance, in their several Offices, and shall be so appointed and elected, at such Times, upon such Contingencies or Occasions, and in the like Manner, and take such Oaths, before such Officers (whom We do hereby authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Limits thereof, and the Factories subordinate thereunto, to all Intents and Purposes, as is or are herein before appointed, directed or ordained, concerning the Sheriff of the said Town of *Madraspatnam*.

Forms of Proceedings.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, ordain, direct and appoint, that, upon Complaint to be made, in Writing, to the said Mayor's Court, at *Calcutta*, at *Fort William*, in *Bengal*, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, or the Precincts, Districts, or Territories thereof, of any the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue, the said Court shall and may issue a Summons, in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being, or, in his Absence, the Senior Alderman, then residing within the same Town or Factory, to be One) to be directed to the Sheriff, for the said Town of *Calcutta*, at *Fort William*, in *Bengal*, for the Time being, requiring such Appearance of the Defendant or Defendants,

Defendants, therein named; and, in Default of such Appearance, shall and may issue the like Warrant, under the Hands and Seals of the like Judges, directed to the Sheriff of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, for the Time being, to take and bring the Body, and Bodies, of such Defendant, or Defendants, before the said Court, at such Time as is or are herein before respectively appointed, or directed, touching or relating to the issuing of Summons, or Warrants, upon the Complaint, or at the Suit, of any Complainant, against any Defendant, in the said Mayor's Court, at *Madraspatnam*: And We do further give and grant, and, by these Presents, ordain and appoint, that the said Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*, shall and may, in case of an Appearance, or an Arrest of the Body, or Bodies, of such Defendant, or Defendants, let such Defendant or Defendants out to Bail, upon such Security, so to be taken, upon such Conditions, and for such Purposes; and, in Default thereof, to hold such Defendant, or Defendants, in such Custody, and for such Time, and in such Manner, as is herein before appointed, concerning the same, to be done and performed, by the said Mayor's Court of *Madraspatnam* aforesaid, or the Officers thereof; and after such Bail found, or in case the Defendant or Defendants, be detained in Custody, for Want of such Bail, We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize the said Court, so and in such Manner, to proceed to the Examination of the Matter of Complaint, and so to give Sentence and Judgment, and to award such Executions, directed to such Sheriff; and generally to proceed, act and do, in all Things relating to the administering or executing of Justice, in all Civil Causes, Suits or Pleas, to be commenced, or depending, in the said Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*, by and with such Rules, Regulations, Powers and Authorities, and under such Limitations and Restrictions, and subject to such Appeal to the Governor, or President and Council of *Fort William*, in *Bengal* (whom We do, in like Manner, authorize to hear and determine the same) and from them to Us, Our Heirs and Successors, in Council, as are herein before given, granted, ordained or appointed, to be done, exercised, executed, held

held or enjoyed, by the said Mayor's Court, herein before appointed and established, at *Madraspatnam*, in such ample and beneficial Manner as if the same were here again repeated.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, direct, establish and appoint, that the Governor, or President of *Fort William*, in *Bengal* aforesaid, and the Five Senior of the Council, according to their Precedency there, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and General Gaol Delivery; and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, residing at *Fort William* aforesaid, to be One) shall and may hold Sessions of the Peace, and of Oyer and Terminer, and Gaol Delivery respectively, in and for the said Town or Factory of *Calcutta*, at *Fort William*, in *Bengal*, and other the Factories subordinate thereto, and within Ten Miles of the same respectively; and to do all such other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, with such Powers, Jurisdictions and Authorities, and under such Regulations, and Restrictions, as are herein before given, granted, directed and appointed, concerning Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, for the said Town of *Madraspatnam*.

Court of
Oyer and
Terminer ap-
pointed for
Bengal;

their Autho-
rity.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Authority, from Time to Time, to name and appoint such Person, or Persons, as they shall think fit to be General, or Generals, of all the Forces, by Sea and Land, of or belonging to the Towns, Limits or Factories, in *Bengal* aforesaid, and to constitute and appoint such Commanders, and Military Officers, for such Purposes, and such General or Generals, and other

Generals may
be appointed
and removed
at Pleasure.

other Officers, or any of them, at the Pleasure of the said Company, to move, in such Manner, and Form, as is or are herein before directed, ordained or established, concerning the appointing or moving the Generals, Commanders, or Military Officers of *Madraspatnam*, and the Towns, Places and Dependencies of *Fort St. George*: And Our further Will and Pleasure is, that it shall and may be lawful, to and for the said General, or Generals, of the Forces, by Sea and Land, of or belonging to the Towns, Limits and Factory of *Calcutta*, or *Fort William* aforesaid, and all and every such Commander, and Military Officer, according to his and their respective Commissions, and Instructions, to assemble, exercise in Arms, Military Array, and put in warlike Posture the Inhabitants of the said Town, Factory and Limits of *Calcutta*, and *Fort William* aforesaid, for their Defence and Safety, and to lead and conduct them, and to encounter, expel and resist, by Force of Arms, and also to kill, slay and destroy, all such Persons as shall or may, in an hostile Manner, attempt or enterprize the Destruction, Invasion, Detriment or Annoyance, of any of Our Subjects, within the said Town, Factory or Limits, or any of their Servants, or Persons, dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occasion shall necessarily require, and may legally be done; and to take, and surprize, all and every such Person or Persons, with their Ships, Armour, Ammunition and other Goods, as shall, in hostile Manner, invade, or attempt the defeating or Destruction of the said Towns, and Factories, or the Hurt of any of Our Subjects, inhabiting there, or within the Limits aforesaid, or any of His or their Servants, or Persons, employed by them, and, upon just Causes, to invade and destroy the Enemies of the same.

Generals may train the Inhabitants to Arms;

may repel Invasion, &c.

By-Laws to be made by the Court of Directors.

AND whereas it may be necessary, that certain By-Laws, and Ordinances, should hereafter be made, for the better Government and Regulation of the several Corporations, hereby erected, and it is reasonable, that the Power of making such By-Laws, and Ordinances, should be subject to the Direction and Control

Control of The said *United Company of Merchants of England, Trading to the East-Indies*, We do hereby, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, to The said *United Company* and their Successors, and do, by these Presents, for Us, Our Heirs and Successors, will, ordain and direct, that it shall and may be lawful, to and for the Governors, or Presidents and Councils, of the several Towns and Factories of *Madraspatnam*, *Bombay*, and *Fort William*, in *Bengal*, for the Time being, or the major Part of them respectively (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing in each respective Factory, to be One) from Time to Time, to make, constitute and ordain, By-Laws, Rules and Ordinances, for the good Government and Regulation of the several Corporations, hereby erected, and of the Inhabitants of the several Towns, Places and Factories aforesaid respectively, and to impose reasonable Pains and Penalties, upon all Persons offending against the same, or any of them: Provided that all such By-Laws, Rules and Ordinances, and all Pains and Penalties, thereby to be imposed, be agreeable to Reason, and not contrary to the Laws and Statutes of *England*: Provided also, that no such By-Law, Rule or Ordinance, shall be put in Execution, or have any Force or Effect whatsoever, until the same shall have been approved and confirmed, by Order, in Writing, of the Court of Directors of The said *United Company*, for the Time being, or the major Part of them, to be made, at any Meeting of such Court of Directors, to be held for that Purpose, upon reasonable Notice to be given thereof: Provided also, and We do hereby ordain and declare, that none of the Corporations, hereby created, shall have a Power, or Authority, to make any By-Laws, Rules or Ordinances whatsoever, other than such Rules as they are respectively, by these Presents, expressly empowered to make.

AND whereas it frequently happens, that the Effects and Estates of Persons dying, in the *East-Indies*, or Parts aforesaid, are wasted and embezzelled, and their Debts, contracted there, remain unpaid, for Want of a proper Authority vested

Mayor's Court may grant Probat to Wills, and Administra-

to Intef-
tates Estates.

vested in some Person, or Persons, residing in the *East-Indies*, or Parts aforesaid, to take care of the same, for the preventing of which Mischief, We do hereby, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that where any Person shall die, within the said Town of *Madraspatnam*, or *Fort St. George*, or the Limits thereof, or any of the Factories subordinate to *Fort St. George* aforesaid, the said Town of *Bombay*, in the Island of *Bombay*, or the Limits thereof, or the Factories subordinate thereto, or the said Town of *Calcutta*, at *Fort William*, in *Bengal*, or the Limits or Districts of the same, or the Factories subordinate thereto, and shall by his Will appoint any Person, or Persons, residing within the said Towns, or the Limits thereof, or the Factories aforesaid, to be his Executor or Executors, that, in such Case, the Mayor's Court, within the District, or Jurisdiction, whereof such Person shall happen to die, upon Proof made of the due Execution of the said Will, shall, and they are hereby authorized to grant Probat of the said Will, under the Seal of the said Court, which We authorize them to provide and use, for this and other necessary Purposes, whereby the Person or Persons, so named Executor or Executors, shall have full and ample Authority to act as Executor, or Executors, as touching the Debts and Estate of his, her or their Testator, within the Limits of Trade, granted to the said Company; and where any Person shall die, within any of the said Towns or Factories, or the Limits thereof, Intestate, or not having appointed some Person, or Persons, to be his Executor, or Executors, residing within the said Towns or Factories, or the Limits thereof, that, in either of these Cases, the said Mayor's Court, within the Jurisdiction whereof such Person shall happen to die, shall, and the same is hereby empowered to grant Letters of Administration, or Letters of Administration with an authentick Copy of the Will annexed, determinable upon any Executor, named in such Will, appearing in the said Court, and praying Probat thereof, as touching the Debts and Estate of such Person dying Intestate, or not naming such Executor as aforesaid, that shall be or arise within the Limits of Trade, granted

to

to the said Company, to such Person, or Persons, then residing within the Jurisdiction of the said Court, as shall be next of Kin to the Person so dying; and in case no such Person shall be then residing within the Jurisdiction of the said Court, then to the Principal Creditor of the Person so dying; and for Want of any Creditor appearing, then to such other Person, or Persons, as shall be thought proper, by the said Court; every such Person, or Persons, to whom Administration shall be granted, first giving Security, by Bond, with Two or more able Sureties (Respect being had to the Value of the Estate) to the Mayor of the said Town or Factory, with Condition, in Manner and Form following, *mutatis mutandis*, viz.

THE Condition of this Obligation is such, that if the above-bounden *A. B.* Administrator of the Goods, Chattels and Credits of *C. D.* deceased, do make, or cause to be made, a true and perfect Inventory of all and singular the Goods, Chattels and Credits, of the said Deceased, which have or shall come to the Hands, Possession or Knowledge of him, the said *A. B.* or to the Hands or Possession of any other Person, or Persons, for him; and the same, so made, do exhibit or cause to be exhibited, into the Mayor's Court of

at or before the Day of next ensuing;
and the same Goods, Chattels and Credits, and all other the Goods, Chattels and Credits, of the said Deceased, at the Time of his Death, which, at any Time after, shall come to the Hands or Possession of the said *A. B.* or into the Hands and Possession of any other Person, or Persons, for him, do well and truly administer, according to Law, and further do make, or cause to be made, a true and just Account of his said Administration, at or before the Day of

and all the Rest and Residue of the said Goods, Chattels and Credits, which shall be found remaining upon the said Administrator's Account, the same, being first examined and allowed of, by the Judges, for the Time being, of the said Court, shall deliver and pay, unto such Person, or Persons respectively, as shall be lawfully entitled to such Residue, then this Obligation

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Form of the
Bond to be
given by Ad-
ministrators.

ligation to be void, and of none Effect, or else to remain in full Force and Virtue.

Who may act
as such ac-
cordingly.

AND it is Our Will and Pleasure, that such Person or Persons, to whom Administration shall be so granted, shall and may act, in all Respects, as Administrator or Administrators, touching the Debts, Effects and Estate, of such Person or Persons, to whom he or she shall take out Administration, as aforesaid, which shall be, or arise, within the said Limits of Trade.

Mayor and
Aldermen to
take Oath of
Office and
Allegiance.

AND We do further will and direct, by these Presents, that each Person, who is nominated and appointed, by these Presents, or shall hereafter be nominated, appointed or elected, to be Mayor, or One of the Aldermen, of any of the said Towns of *Madraspatnam*, at *Fort St. George*, or of *Bombay*, or *Calcutta*, at *Fort William*, in *Bengal*, shall, before he enters upon the Execution of his said Office, take an Oath, in the most solemn Manner, before the Governor or President, or, in his Absence, before any Two of the Council of such Town or Factory, whereof such Person is or shall be appointed or elected Mayor, or Alderman (whom We hereby authorize and empower to administer such Oath) that he will, to the best of his Skill, duly and justly execute the Office of One of the Judges of the said Court, and impartially administer Justice, in every Cause, Matter or Thing, that shall come before him: Provided always, that no Person or Persons shall be capable of any of the Offices, herein before mentioned, until he or they shall have taken the Oath of Allegiance, to Us, Our Heirs and Successors; which Oath We do hereby empower the said respective Governors, or Presidents, or, in their Absence, the Two Senior of the Council, then residing within the said respective Towns or Factories, to administer.

Charter to be
taken in the
most favour-
able Sense.

AND We do, for Us, Our Heirs and Successors, grant and declare, that these Our Letters Patents, or the Enrolment thereof, shall be, in and by all Things, valid and effectual in the Law, according to the true Intent and Meaning of the

the same; and shall be taken, construed and adjudged, in the most favourable and beneficial Sense, for the best Advantage of the said Company, as well in Our Courts of Record as elsewhere, notwithstanding any Non-recital, Mis-recital, Defect, Incertainty or Imperfection, in these Our Letters Patents.

IN Witness whereof, We have caused these Our Letters to be made Patents. 24th September, 13th
Witness Ourself, at *Westminster*, the Four and Twentieth Day of September, in Year of the
the Thirteenth Year of Our Reign. Reign.

By *Wm* of Privy Seal.

C O C K S.

LETTERS PATENTS,

GRANTED TO THE

United Company of Merchants of *England*,
Trading to the *East-Indies*,

Bearing Date the Seventeenth of *November*, in the First
Year of the Reign of *GEORGE II.*

Anno Domini, One Thousand Seven Hundred and Twenty-seven.

Recital of
Charter of
the 24th Sep-
tember, 13th
George I.

GEORGE the Second, by the Grace of God, of *Great-Britain, France, and Ireland*, King, Defender of the Faith, &c. To all to whom these Presents shall come, Greeting: Whereas Our Royal Father, King *George* the First, of blessed Memory, by Letters Patents, under the Great Seal of *Great-Britain*, bearing Date, at *Westminster*, the Four and Twentieth Day of *September*, in the Thirteenth Year of His Reign, did, for Himself, His Heirs and Successors, give and grant, unto The *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, and did thereby ordain, direct, establish and appoint (amongst many other Matters and Things in the said Letters Patents contained) that there should be, for ever then after, within the Town or Factory of *Madraspatnam*, One Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Madraspatnam*, and that there should be also, for ever then after, within the Town or Factory of *Bombay*, on the Island of *Bombay*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen

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men of *Bombay*, and that there should be, for ever then after, also, within the Factory of *Fort William*, in *Bengal*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal*, the said Places, or Factories, being all within the Limits of Trade, granted unto and vested in the said Company, by Virtue of several Acts of Parliament and Letters Patents in that Behalf.

And whereas Our said Royal Father was further graciously pleased, in and by the said Letters Patents, for Himself, His Heirs and Successors, to ordain, direct and appoint, that the Mayor and Aldermen of *Madraspatnam*, the Mayor and Aldermen of *Bombay*, and the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal* aforesaid, respectively, for the Time being, should severally, for ever thereafter, be, and they were thereby constituted Courts of Record, by the several and respective Names of the Mayor's Court, at *Madraspatnam*; the Mayor's Court, at *Bombay*; and the Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*: And further that, the Governor or President, and Five Senior of the Council, for the Time being, at each of the Places aforesaid, according to their respective Precedencies, should be Justices of the Peace, and should also have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and General Gaol Delivery, and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, at the respective Places or Factories aforesaid, to be One) might hold Sessions of the Peace, and should be, and might hold Courts of Record, in Nature of Courts of Oyer and Terminer, and Gaol Delivery, for trying and punishing such Offenders, and Offences, as in the said Letters Patents is or are mentioned; and might do all other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, usually and legally do, with such Powers, Jurisdictions and Authorities, and under such Regulations, and Restrictions, as in the said Letters Patents are at large inserted, contained or mentioned; in Virtue of which Grants, so made, and the Powers and Authorities

rities thereby given, fundry Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, may have arisen, been ordered, adjudged, charged, set, or imposed, and, from Time to Time, may arise, be ordered, adjudged, charged, set, or imposed on several Persons, in and by the said respective Courts, to which We, Our Heirs and Successors, are and may be entitled, by Virtue of Our Royal Prerogative.

Recital of the Company's Application for the Grant of Fines, which have been levied.

AND whereas The said *United Company of Merchants of England, Trading to the East-Indies*, have most humbly besought Us, that We would be graciously pleased to grant unto them, and to their Successors, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money whatsoever, as have arisen, been ordered, adjudged, charged, set or imposed, or as shall or may, from Time to Time, arise, be ordered, adjudged, charged, set or imposed, in or by the said several and respective Courts, or any of them, to which We are graciously pleased to condescend.

Grant of the said Fines to the Company.

NOW know ye, that We, of Our especial Grace, certain Knowledge and mere Motion, have given and granted, and, by these Presents, for Us, Our Heirs and Successors, do give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money whatsoever, as have been or shall be ordered, charged, adjudged, set, or imposed upon any Person or Persons whatsoever, in or by the said respective Courts, or by the said Justices of the Peace, Commissioners of Oyer and Terminer, or Gaol Delivery, or any of them, or otherwise howsoever, by Virtue or in Pursuance of any of the Powers, Grants, Privileges or Authorities, in the said Letters Patents mentioned or contained, upon any Person or Persons, for or by Reason of any Contempts, Misdemeanors or Offences whatsoever, to have, hold, receive, levy, sue for, recover and enjoy the same, to The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, for ever, in as large and ample Manner,

to

to all Intents and Purposes, as We, Our Heirs or Successors, may, might or could have, hold, receive, levy, sue for, recover and enjoy the same, if these Presents had not been made, without any Account, or other Matter or Thing, to be rendered or paid for the same, to Us, Our Heirs or Successors.

AND We do hereby, for Us, Our Heirs and Successors, give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, full Power and Authority to sue for, recover, and levy all and every the said Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, by any Action or Actions of Debt, to be brought in any of Our said Mayor's Courts respectively, or by such other Suits, Actions, Ways, Means and Proceedings, as may be lawfully had and prosecuted, in Our said respective Courts, in their Corporate Names, or by any other lawful Ways or Means, either in the Name of Us, Our Heirs or Successors, or of The said *United Company of Merchants of England, Trading to the East-Indies*, or their Successors; and to collect, take, seize and levy the said Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, in and by these Presents granted, or mentioned to be granted, from Time to Time, by the proper Officers and Ministers of The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, to the only proper Use and behoof of them, and their Successors, without any Writ, Warrant or other Process, out of the Exchequer of Us, Our Heirs or Successors, or any other Court or Courts of Us, Our Heirs and Successors, whatsoever and wheresoever, to be had, and obtained, in that Behalf, any Usage or Custom to the contrary thereof in any wise notwithstanding.

With Power to sue for the same.

AND We do hereby, for Us, Our Heirs and Successors, direct, authorize and command, the Mayor and Aldermen, and the Governor, or President and Council, of the respective Places before-mentioned, the said respective Courts of Record, Justices of the Peace, Commissioners of Oyer and Terminer, and Gaol

Courts of Record to pay all Fines, &c. to the Company.

Gaol Delivery, now and for the Time being, and all other Our Officers and Ministers, and others therein concerned, respectively, by Virtue of these Our Letters Patents, to cause to be paid over to The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, from Time to Time, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, as shall be set, or imposed upon any Person or Persons, as aforesaid, and shall be paid, or satisfied, by such Person or Persons, or recovered, and levied, by any of the Ways and Means before-mentioned.

Payment of
Fines to the
Company, e-
qually valid
as if paid to
the Exche-
quer.

Power of
Revocation.

Charter to be
taken in the
most favour-
able Sense.

AND We do, by these Presents, for Us, Our Heirs and Successors, declare and grant, that such Payments, so to be made, shall be as full and sufficient a Discharge, to all Intents and Purposes, to the said Mayors and Aldermen, the said Governor, or President and Council, of each of the said Places, the said Justices of the Peace, and the said Commissioners of Oyer and Terminer, and Gaol Delivery, and the said respective Officers and Ministers, and all and every other Person and Persons, as if such Payment had been made to Us, Our Heirs and Successors, at the Receipt of Our or their Exchequer: Provided always, nevertheless, and these Our Letters Patents are upon this express Condition, that it shall and may be lawful, to and for Us, Our Heirs and Successors, at any Time or Times hereafter, to revoke, determine, and make void these Our Letters Patents, by Signification of such Our or their Pleasure, in that Behalf, under Our or their Signet, or Privy Seal.

AND lastly, We do, by these Presents, for Us, Our Heirs and Successors, grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, that these Our Letters Patents, or the Enrolment, or Exemplification thereof, shall be, in and by all Things, good, firm, valid, sufficient and effectual in the Law, according to the true Intent and Meaning thereof, notwithstanding the not fully or truly reciting the said Letters Patents, granted by Our said Royal Father, or the Date thereof, or any other Omission, Imperfection,

Imperfection, Defect, Matter, Cause or Thing whatsoever, to the contrary hereof in any wise notwithstanding.

In Witness whereof, We have caused these Our Letters to be made Patents. 17th Novem-
ber, 11 Year
Witness Ourself, at *Westminster*, the Seventeenth Day of November, in the First of the Reign.
Year of Our Reign.

By Writ of Privy Seal.

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LETTERS PATENTS,

GRANTED TO THE

United Company of Merchants of *England*,
Trading to the *East-Indies*,

Bearing Date the Eighth of *January*, in the Twenty-sixth
Year of the Reign of *GEORGE II.*

Anno Domini, One Thousand Seven Hundred and Fifty-three.

Recital, that
by the Com-
pany's equal
Distribution
of Justice, in
their Towns,
&c. in India,
People had
been encour-
aged to settle
there, where-
by Fort St.
George, Fort
William, and
Bombay, were
become very
populous.

GEORGE the Second, by the Grace of God, of *Great-Britain, France, and Ireland*, King, Defender of the Faith, &c. To all to whom these Presents shall come, Greeting: Whereas Our Well-beloved Subjects, The *United Company of Merchants of England, Trading to the East-Indies*, for several Years, before the granting of the Charter first herein after mentioned, had, by a strict and equal Distribution of Justice, within the Towns, Ports, Factories and Places, belonging to the said Company, in the *East-Indies*, and other Parts beyond the *Cape of Good Hope* to the Streights of *Magellan*, very much encouraged, not only Our own Subjects, but likewise the Subjects of other Princes, and the Natives of the adjacent Countries, to resort to and settle in the said Towns, Ports, Factories and Places, for the better and more convenient carrying on of Trade, by which Means some of the said Towns, Factories and Places, were become very populous, and especially the Town or Place anciently called *Chinapatnam*, now called *Madraspatnam*, and *Fort St. George*, on the Coast of

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of *Choromandel*, and also the Towns, Factories or Places, called *Bombay*, on the Island of *Bombay*, and *Fort William*, in *Bengal*, in the said *East-Indies*, and Parts afore said. }

AND whereas, in Pursuance of the Privileges and Powers granted to the said Company, by Our Royal Predecessors, the said Company, before the granting of the Charter first herein after mentioned, had constituted and appointed, within the Factories herein before mentioned, several Officers, by the Names of Governor and Council, or President and Council; but there being great Want in all the said Places of a proper and competent Power and Authority, for the more speedy and effectual administering of Justice in Civil Causes, and for the trying and punishing of Capital and other Criminal Offences, and Misdemeanors committed within the Districts and Places afore said, and in other the said Company's Settlements, within the Limits of Trade granted to them, and for the better Government of the several Factories, belonging to the said Company within the same; Our Royal Father, King *George* the First, of glorious Memory, upon the Petition of the said Company, setting forth to the Effect afore said, and suggesting that the granting to the said Company such Powers as might conduce to the punishing of Vice, and administering of Justice, and the better governing the said Company's Factories and Settlements Abroad, would not only tend to the Advancement of those good Ends, but also to the Increase of that Branch of the national Trade, which is carried on to the *East-Indies*, as well as to the Increase of His Majesty's Revenues arising from the same, by Virtue and in Pursuance of several Powers granted to and vested in Him, by several Acts of Parliament theretofore passed in that Behalf, and in Performance of divers Covenants between His Royal Predecessors and the said Company, for the granting to them all further reasonable Powers and Privileges, for the better Improvement and carrying on their Trade, by His Letters Patents, under the Great Seal of *Great-Britain*, bearing Date, at *Westminster*, the Twenty-fourth Day of *September*, in the Thirteenth Year of His Reign, of His special.

Recital of the
Charter, 24th
September,
13th *George I.*
for establish-
ing Courts of
Justice at
those Places.

special Grace, certain Knowledge and mere Motion, did, for Himself, His Heirs and Successors, give and grant to the said Company and their Successors, and did thereby ordain, direct, establish and appoint, that there should be, for ever thereafter, within the said Town or Factory of *Madraspatnam* aforesaid, One Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Madraspatnam*; and that there should be also, for ever then after, within the Town or Factory of *Bombay*, on the Island of *Bombay*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Bombay*; and that there should be, for ever then after, also, within the Factory of *Fort William*, in *Bengal*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal*, the said Places or Factories being all within the Limits of Trade, granted unto and vested in the said Company, by Virtue of several Acts of Parliament and Letters Patents in that Behalf.

AND Our said Royal Father was further graciously pleased. in and by His said Letters Patents, for Himself, His Heirs and Successors, to ordain, direct and appoint, that the Mayor and Aldermen of *Madraspatnam*, the Mayor and Aldermen of *Bombay*, and the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal* aforesaid, respectively, for the Time being, should severally, for ever thereafter, be, and they were thereby constituted Courts of Record, by the several and respective Names of the Mayor's Court, at *Madraspatnam*; the Mayor's Court, at *Bombay*; and the Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*; with Power to hold Pleas in Civil Causes, and likewise to grant Probat of Wills, and Letters of Administration: And further, that the Governor or President, and Five Senior of the Council, for the Time being, at each of the Places aforesaid, according to their respective Precedencies, should be Justices of the Peace, and should also have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and General Gaol Delivery; and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, at the respective Places or Factories aforesaid,

aforesaid, to be One) might hold Sessions of the Peace, and should and might hold Courts of Record, in Nature of Courts of Oyer and Terminer, and Gaol Delivery, for trying and punishing such Offenders, and Offences, as in the said Letters Patents are mentioned; and might do all other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, usually and legally did, with such Powers, Jurisdictions and Authorities, and under such Regulations, and Restrictions, as in the said Letters Patents are at large mentioned, inserted, or contained.

AND whereas, at the Instance of The said *United Company*, by Our Letters Patents, under the Great Seal of *Great Britain*, bearing Date, at *Westminster*, the Seventeenth Day of *November*, in the First Year of Our Reign, We were graciously pleased to give and grant, unto The said *United Company* and their Successors, for ever, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money whatsoever, as had been or should be ordered, charged, adjudged, set, or imposed, in or by the said respective Courts, or by the said Justices of the Peace, Commissioners of Oyer and Terminer, and Gaol Delivery, or any of them, or otherwise howsoever, by Virtue or in Pursuance of any of the Powers, Grants, Privileges or Authorities, in the said Letters Patents mentioned, upon any Person or Persons, for or by Reason of any Contempts, Misdemeanors or Offences whatsoever, to have, hold, receive, levy, sue for, recover and enjoy the same, in as large and ample Manner, to all Intents and Purposes, as We, Our Heirs or Successors, could or might have had, held, received, levied, sued for, recovered and enjoyed the same, if the said Letters Patents had not been made, without any Account, or any other Matter or Thing, to be rendered or paid for the same, to Us, Our Heirs and Successors.

AND whereas The said *United Company of Merchants of England, Trading to the East-Indies*, by their humble Petition, have represented unto Us, that in or about the Month of *September*, One Thousand Seven Hundred and Forty-

Recital of the Letters Patents of 17th November, 1st George II. granting Fines and Forfeitures to the Company.

Recital of the Company's Petition to his Majesty, to

accept a Surrender of the said Charter and Letters Patents, and to grant them another Charter with Alterations.

Six, We being then engaged in a War with the *French* King, the *French* besieged and took the said Town of *Madraspatnam*, and turned out all Our Subjects, Inhabitants thereof, and continued in the Possession of the said Town, until the same was restored unto them, in Consequence of the Treaty of Peace lately concluded at *Aix la Chapelle*, between Us and the *French* King, and that by Reason of such the Possession of the *French*, the Mayor, and all or most of the Persons, who at that Time, were Aldermen of the said Town, were dispersed, and were since either dead or returned to *Great-Britain*, or settled in other Parts of *India*, whereby, as they were advised, the said Mayor's Court, at *Madraspatnam*, and all and every the Powers and Authorities, by the said first mentioned Letters Patent, given or granted for the Administration of Justice in Civil Causes there, were dissolved, and at an End: And The said *United Company*, by their said Petition, further humbly represented unto Us, that they had lately resettled the said Town of *Madraspatnam*, and that it would be a great Encouragement to Persons to come and settle therein, if a proper and competent Power and Authority was established there: And that it had been found by Experience, that there were some Defects in the said first mentioned Charter, therefore, and that there might be an Uniformity in the Proceedings of the several Courts of Justice, at the several Places and Factories aforesaid, they humbly besought Us to accept a Surrender of the said first mentioned Charter, so granted to them, for erecting Courts and Jurisdictions, Civil and Criminal, at *Fort St. George*, at *Bombay*, and at *Calcutta*, at *Fort William*, in *Bengal*, and also a Surrender of Our said Charter or Grant of the Fines arising to Us, at those Places; and that We would be graciously pleased to grant them another Charter, for erecting other Courts or Jurisdictions, Civil and Criminal, with such Alterations from the former, and under such Regulations, as would tend to the better Administration of Justice, in the Factories and Places aforesaid, and their Dependencies.

AND

AND whereas, by Indenture, bearing Date the Sixth Day of *January*, One Thousand Seven Hundred and Fifty-three, and made between Us of the One Part, and The said *United Company* of the other Part, and duly enrolled, The said *United Company*, for themselves and their Successors, did surrender and yield up unto Us, Our Heirs and Successors, the Letters Patents granted by Our late Royal Father, bearing Date, at *Westminster*, the Twenty-fourth Day of *September*, in the Thirteenth Year of His Reign; and also Our said Letters Patents, bearing Date, at *Westminster*, the Seventeenth Day of *November*, in the First Year of Our Reign, and all and every the Franchises, Powers, Jurisdictions, Rights, Privileges, Benefits, Advantages and Emoluments whatsoever, given and granted unto The said *United Company*, or unto or for their Use or Benefit, in or by the said Letters Patents, so made and granted by Our late Royal Father; and by the said Letters Patents so granted by Us, or either of them; and by the same Indenture, We did, for Ourselves, Our Heirs and Successors, accept of such Surrenders, under a Condition that such Surrenders should be of no Force, or Effect, until Thirty Days next after the Arrival, at the respective Places and Factories aforesaid, of such Charters as We did intend to grant, and should grant, for the erecting and holding of Courts of Justice, both Civil and Criminal, at the Places and Factories aforesaid respectively, and until the Officers of such Corporations and Courts respectively should have taken upon them, and qualified themselves, to hold and enjoy their respective Offices, and Employments, in such Manner as We should by such Charters direct.

Recital of such Surrender and Acceptance.

We having considered the Premises, and being willing and desirous to afford all fitting Assistance, and Encouragement, to The said *United Company*, and for advancing of Trade, and promoting of Justice, and in Consideration of their Surrender of the aforesaid Charters, and Our Acceptance thereof, and to answer the good Ends and Purposes intended thereby, have therefore, by Virtue and in Pursuance of several Powers granted to and vested in Us, by several Acts

The King, by Virtue of the Powers vested in him, by several Acts of Parliament, grants and establishes, at *Madraspatnam*, a Body Politick

and Corporate,
rate, by the
Name of a
Mayor and
Aldermen of
Madraspatnam;

to consist of a
Mayor and 9
Aldermen;

to sue and be
sued; to have
a Common
Seal.

The First
Mayor and
Aldermen
named:

To be sworn;

Acts of Parliament heretofore passed in that Behalf, and in Performance of divers Covenants, between Our Royal Predecessors and the said Company, for granting to them all further reasonable Powers and Privileges, for the better Improvement and carrying on their Trade, and of Our special Grace, certain Knowledge and mere Motion, given and granted; and by these Presents do, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do by these Presents ordain, direct, establish and appoint, that there shall be, for ever hereafter, within the said Town or Factory of *Madraspatnam* aforesaid, One Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Madraspatnam*; and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, at least, together with the Mayor, for the Time being, shall be natural born Subjects of Us, Our Heirs or Successors; and the other Two Aldermen may be foreign Protestants, the Subjects of any other Prince, or State, in Amity with Us; and that the said Body Corporate, by the Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law, to sue and be sued, in any Courts and Causes whatsoever; and shall and may have a Common Seal, for the Business and Affairs of the said Corporation; which Common Seal they and their Successors may break and change, at their Pleasure.

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that *Cornelius Goodwin* shall be the next and modern Mayor of the said Town or Factory of *Madraspatnam* aforesaid; and *William Percival*, *Dawsonne Drake*, *Robert Clive*, *Samuel Banks*, *John Walsh*, *Samuel Greenbaugh*, *George Mackay*, *Andrew Ross*, and *William Roberts*, Merchants, shall be the next and modern Aldermen thereof; which said Mayor and Aldermen shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, by the Two Senior of the Council of *Fort St. George*, then and there resident, within Thirty Days after Notice of this Our Charter, take an Oath duly

duly

duly to execute their respective Offices, together with the Oath of Allegiance; which Oaths the said Governor or President, or in his Absence, the Two Senior of the Council, then residing at *Fort St. George* aforesaid, are hereby empowered to administer; and that from the Time of taking the said Oaths of Office and Allegiance, the said Mayor shall continue in the said Office, until another Person shall be duly elected and sworn into the said Office, as herein after is directed.

The Mayor's
Continuance
in his Office.

AND We do by these Presents, appoint the said Persons, herein before nominated to be Aldermen of *Madraspatnam*, to continue in their respective Offices of Aldermen, from the Time of taking such Oaths as aforesaid, for and during the Term of their natural Lives, unless their said Places shall be avoided, or themselves removed, in such Manner as herein after is mentioned.

The Aldermen for Life,
unless their
Places shall
be avoided.

AND We do further, for Us, Our Heirs and Successors, give and grant unto the said Company and their Successors; and We do, for Us, Our Heirs and Successors, will and direct, that it shall and may be lawful, to and for the said Mayor and Aldermen of *Madraspatnam*, for the Time being, or the major Part of them, yearly and every Year, on the First Tuesday in December, to assemble themselves, and to proceed to the Election of Two Persons, out of the Aldermen of the said Town of *Madraspatnam*, for the Time being; and within Three Days after every such Election, present such Two Persons to the Governor, or President and Council, of *Fort St. George* aforesaid; of whom the said Governor, or President and Council, for the Time being, or the major Part of them (whereof the said Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) shall choose One of the said Two Persons to be Mayor of the said Town of *Madraspatnam*, for One Year, from the Twentieth Day of December, in every Year, and until another shall be duly elected and sworn into the said Office.

The Election
of a New
Mayor.

AND

Mayor's
Oaths;

AND We do further will and ordain, that the Person, so chosen into the Office of Mayor, shall, on or before the Twentieth Day of *December* next, after he shall be so chosen into his said Office, as aforesaid, take the usual Oath of Office, and the Oath of Allegiance, before the said Governor or President, or, in his Absence, before the Two Senior of the Council, then residing at *Fort St. George* aforesaid, who are hereby authorized and required to administer the same; and shall continue in such Office for the Space of One whole Year, from the said Twentieth Day of *December*, and until another shall be duly elected and sworn into the said Office, in Manner before mentioned.

and Conti-
nuance in his
Office.

In case of the
Death of any
Mayor, a
New Choice.

AND in case any Mayor shall happen to die in his said Office, the Aldermen, for the Time being, or the major Part of them, shall and may, as soon after as conveniently they can, upon reasonable Notice to be given in that Behalf, by the Senior Alderman, then residing at *Fort St. George* aforesaid, assemble and elect Two Persons, out of the Aldermen of the said Town of *Madraspatnam*, for the Time being; and, within Three Days after every such Election, present such Two Persons to the Governor, or President and Council, of *Fort St. George* aforesaid; of whom the said Governor, or President and Council, for the Time being, or the major Part of them (whereof the said Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) shall choose One to be Mayor of the said Town of *Madraspatnam*, for the Remainder of the Year, and until another shall be duly chosen and sworn into the said Office; and the Person, so to be chosen and appointed, by the said Governor, or President and Council as aforesaid, shall immediately thereupon take the same Oaths of Office and Allegiance, as are before directed to be taken by the Mayors of the said Corporation.

Mayors, after
the Determin-
ation of their

AND We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Madraspatnam*, herein before nominated, and every other Person,

Person, who shall hereafter be Mayor of the said Town of *Madraspatnam*, shall, after the Determination of his Office of Mayor, continue to be One of the Aldermen of the said Town, until his said Place shall be avoided, or himself removed, in Manner herein after mentioned.

Office, to con-
tinue Alder-
men.

AND Our further Will and Pleasure is, that so often as any of the Aldermen of the said Town shall die, or be removed, or their Places be avoided, in Manner herein after mentioned, the Governor, or President and Council, of *Fort St. George* aforesaid, for the Time being, or the major Part of them (whereof the said Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) shall and may, upon reasonable Notice or Summons to be given in that Behalf, assemble and elect some other fit Person, out of the principal Inhabitants of the said Town of *Madraspatnam*, into the said Place of Alderman; who shall, within Fourteen Days after his Election, take the Oath of Office, and the Oath of Allegiance, before the Governor or President, or, in his Absence, the Two Senior of the Council, then residing at *Fort St. George* aforesaid; and shall continue in such Office during his Life, unless his said Place shall be avoided, or himself removed, in such Manner as is herein after mentioned.

Upon the
Death of any
Alderman, a
New One to
be chosen.

AND if any Person, so chosen an Alderman, shall neglect or refuse to accept such Office, not having a reasonable Excuse for so doing, and shall not, within Fourteen Days next after such his Election, take the Oath of Office, and the Oath of Allegiance, then, and in such Case, every such Person shall forfeit, and pay, such reasonable Fine as shall for that Purpose be fixed and agreed on, by the said Mayor's Court, with the Approbation and Consent of the said Governor, or President and Council, for the Time being, or the major Part of them (whereof the said Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George*, to be One) to be by them signified to the said Court in Writing; and that before any Election shall be made of

Any Person
so chosen,
not accepting
the Office, to
be fined.

of any Mayor, the several Vacancies in the Places of Aldermen shall be first filled up.

The Mayor, or any of the Aldermen, removing from the Settlement, returning to Europe, being absent 12 Months, or becoming the Company's President, or One of their Council, another to be chosen in his Place.

AND We do hereby, for Us, Our Heirs and Successors, give and grant to The said *United Company* and their Successors, and do, by these Presents, for Us, Our Heirs and Successors, ordain and direct, that if the said Mayor, or any of the said Aldermen, shall remove to any of the said Company's other Settlements, or return to *Europe*, or shall otherwise be absent from the said Town of *Madraspatnam*, by the Space of Twelve Calendar Months, or shall, by Appointment of the said Company, or otherwise, become or take upon himself to be the said Company's Governor, or President, or One of their Council of *Fort St. George* aforesaid; in every such Case, the Place or Office of every such Mayor, or Alderman, shall be void; and it shall and may be lawful to choose another Mayor, or Alderman, in the Place and Stead of such Person, in the same Manner as is before provided, in case such Mayor or Alderman had been naturally dead,

President and Council, upon reasonable Cause, to remove any of the Aldermen;

may appeal, if aggrieved.

AND We do hereby further, for Us, Our Heirs and Successors, ordain and direct, that it shall and may be lawful, to and for the said Governor, or President and Council, for the Time being, or the major Part of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) upon reasonable Cause, to remove any of the said Aldermen, so as there be a Complaint, in Writing, first exhibited against him, and he have a reasonable Time given him to make his Defence, and be summoned for that Purpose, in case he be resident within the Limits and Precincts of the said Town of *Madraspatnam*, at *Fort St. George*; but in case any Person shall think himself aggrieved by any such Sentence, or Adjudication of Removal, such Person may, within Fourteen Days after such Removal, appeal to Us, Our Heirs or Successors, in Council, as is usual in Cases of Appeal, from any of Our Colonies in the *West-Indies*, upon giving Security to pay the

the Costs of such Appeal, in case such Sentence or Adjudication be affirmed; but such Appeal shall not suspend the Execution of such Sentence.

AND Our further Will and Pleasure is, that in case any of the Persons, here- in before nominated to be Mayor or Aldermen of *Madraspatnam* aforesaid, shall happen to die, or depart the *East-Indies*, or shall be otherwise disqualified, as aforesaid, before Notice of this Our Charter, or before they shall be sworn into their respective Offices, it shall be lawful for the Governor, or President and Council, at *Fort St. George* aforesaid, for the Time being, or the major Part of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) to nominate any other fit Person or Persons, out of the principal Inhabitants of the said Town of *Madraspatnam*, to be the modern Mayor or Aldermen; and to admit and swear him, or them, into their respective Office, or Offices, as if named in this Our Royal Grant to be such respective Officers.

AND further, We do, for Us, Our Heirs and Successors, give and grant to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen, for the Time being, of *Madraspatnam* aforesaid, shall for ever hereafter be, and they are hereby constituted a Court of Record, by the Name of the Mayor's Court, at *Madraspatnam*; and that they or any Three or more of them (whereof the Mayor, or the Senior Alderman, for the Time being, then residing there, to be One) may and they are hereby authorized to try, hear and determine, all Civil Suits, Actions and Pleas, between Party and Party, that shall or may arise, or happen, or that have already arisen, or happened, within the said Town of *Madraspatnam*, or within any of the Factories, subject or subordinate unto *Fort St. George* aforesaid, or to the said Governor or President, and the Council of *Fort St. George* aforesaid, except such Suits or Actions shall be between the *Indian Natives* of *Madraspatnam* only; in which Case We will, that the same be determined among themselves, unless

If any Person, above-named for Mayor and Aldermen, die, or become disqualified before sworn into their Offices, the President and Council to nominate others.

The Mayor and Aldermen to be a Court of Record, by the Name of the Mayor's Court, at *Madraspatnam*; to try Civil Suits arising there, or within the Factories subordinate to *Fort St. George*, except between *Indian Natives* of *Madraspatnam*.

No Person,
interested in
the Suit, to sit
as Judge.

If Voices are
equal, Mayor,
or Senior Al-
derman, to
have Two.

Sheriff.

His Election;

his Oaths;

and Continu-
ance in Office.

both Parties shall by Consent submit the same to the Determination of the said Mayor's Court: Provided, that if the said Mayor, or any of the said Aldermen, shall be any ways interested in the Event of any such Action or Suit, no such Mayor or Alderman, so interested as aforesaid, shall sit or act as a Judge in such Action or Suit; but the same shall be heard and determined by such of them, the said Mayor or Alderman, as shall be no ways interested therein, or any Three or more of them: And in all Cases, where the Number of Voices shall be equal in the Determination of any Action or Suit, the Mayor, or, in his Absence, the Senior Alderman present, shall have Two Voices.

AND Our further Will and Pleasure is, and We do, for Us, Our Heirs and Successors, ordain and direct, that the Person who shall be Sheriff, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at *Fort St. George* aforesaid, shall continue to be Our Sheriff of *Fort St. George*, and the Town of *Madraspatnam*, and the District aforesaid, until another shall be duly elected and sworn into the said Office.

AND We do further, for Us, Our Heirs and Successors, will, ordain, direct and appoint, that the Governor, or President and Council, of *Fort St. George* aforesaid, for the Time being, or the major Part of them (whereof the said Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George* aforesaid, to be One) shall yearly, on the First Tuesday in *December*, assemble themselves, and proceed to the Election of a new Sheriff for the Year ensuing, to be computed from the Twentieth Day of *December*, next after such Election; which Sheriff, when elected, as soon as conveniently may be, and before he shall enter upon his said Office, shall take the usual Oath of Office, and the Oath of Allegiance, before the said Governor or President, or, in his Absence, before the Two Senior of the Council, then residing at *Fort St. George* aforesaid (who are hereby authorized to administer the same) and shall continue in such Office during the Space of One whole Year, from the said Twentieth

Twentieth Day of *December*, and until another shall be duly elected and sworn into the said Office, unless his said Place shall be avoided, in such Manner as herein after is mentioned.

AND in case any such Sheriff shall die in his Office, or shall remove from the said Town of *Madraspatnam*, or be absent from the same by the Space of Three Months (unless for such reasonable Cause as the said Governor, or President and Council, or the major Part of them, shall allow) then the said Governor, or President and Council, or the major Part of them, shall and may, as soon as conveniently may be, after the Death, Removal or Absence of such Sheriff, assemble and choose another Person to be Sheriff in his Room, who shall be sworn as aforesaid, and continue in his Office for the Remainder of the Year.

AND the said Sheriff hereby appointed, and every other Sheriff to be elected and sworn as aforesaid, shall, during his and their Continuance in such Office respectively, have full Power and Authority to execute and make Return of all Process of the said Court, and of any other Court, erected by these Our Letters Patents, within the District aforesaid, and in case of the Absence of any such Sheriff, for such reasonable Cause to be allowed as aforesaid, the Deputy, or Under-Sheriff to be appointed by such Sheriff, shall return all Process, and do all Acts, in the Name and by Virtue of the Authority of such Sheriff.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, direct, ordain and appoint, that, upon Complaint to be made in Writing to the said Court, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Fort or Town, or the Precinct, District or Territories thereof, of any of the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue (unless the same shall be be-
tween

And in case
of his Death,
Removal
from *Fort St.*
George, or
Absence for 3
Months (un-
less allowed)
another to be
chosen.

The Sheriff's
Duty;

in case of his
allowed Ab-
sence, a De-
puty or Under-
Sheriff to do
all Acts.

The Form of
Proceeding of
the Court in
Civil Actions.

tween the *Indian* Natives only, as aforesaid, or unless such Cause of Suit shall not exceed the Value of Five Pagodas) the said Court shall and may issue a Summons, in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being, or, in case of his Absence, the Senior Alderman, residing within the said Town of *Madraspatnam*, or *Port St. George*, to be One) to be directed to the said Sheriff, requiring the Party or Parties, Defendant or Defendants, to appear before them, at a certain Time and Place therein to be appointed, to answer the said Complaint; and in Default of Appearance, upon Return of the said Summons, at such Time and Place, the said Court shall and may issue forthwith a Warrant, under the Hands and Seals of any Two of the Judges of the said Court (whereof the Mayor, for the Time being, or the Senior Alderman, then residing within the said Town of *Madraspatnam*, to be One) unless the said Mayor, or Senior Alderman, shall be a Party in such Action or Suit; and in that case under the Hands and Seals of any other Two of the Judges of the said Court, directed to the Sheriff, for the Time being, to take the Body or Bodies of such Defendant or Defendants, and bring him, her or them, before the said Court, at a certain Time and Place therein to be appointed, to answer to the said Complaint; and in case of Appearance, or Arrest of the Body or Bodies of such Defendant or Defendants, to let such Defendant or Defendants out to Bail, upon giving sufficient Security (which We do hereby empower the said Court to take) to abide and perform the final Order and Judgment of the said Court, or such final Order and Judgment as shall and may be given, upon any Appeal, to be brought in the said Cause, or to surrender himself to the said Court, to be charged in Execution till the said Judgment shall be satisfied; and in Default of finding Bail, or giving such Security as aforesaid, to detain such Defendant or Defendants in Custody, until he or they shall have found such Bail, or have given such Security as aforesaid, or shall have Judgment or Sentence given for him, her or them, upon such Complaint; and after such Bail found, or Security given as aforesaid, or in case such Defendant or Defendants shall be detained

detained in Custody, for Want of Bail or Security; We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize, the said Court, to proceed to the Examination of the Matter and Cause of Complaint, either upon the Oath or Oaths, or solemn Affirmation, of any Witness or Witnesses, to be taken in the most solemn Manner, that is to say, the Oath or Oaths of such Witness or Witnesses, who shall profess the *Christian* Religion, to be taken upon the Holy Evangelists; unless such Witness or Witnesses shall be of the Persuasion of the People called *Quakers*, in which case a solemn Affirmation shall be sufficient; and upon the Oath or solemn Affirmation of any of the Natives of *India*, in such Manner as they, according to their several Casts, shall esteem to be most binding on their Consciences, to oblige them to speak the Truth; and the Deposition or Depositions of such Witness or Witnesses shall be reduced into Writing, and subscribed in open Court, by such Witness or Witnesses (for which Purpose We do, by these Presents, empower and require the said Court to administer such Oath or Affirmation, or cause the same to be administered to such Defendant or Defendants, or to such Witness or Witnesses, as shall be produced on the Behalf of either Party, Plaintiff or Defendant) or by the Confession or Admission of such Defendant or Defendants, in his, her or their Answer, upon the like Oath or Affirmation, according to his, her or their Religion, Sect or Cast respectively; and thereupon it shall be lawful for the said Court, to give Judgment and Sentence, according to Justice and Right, and to award and issue a Warrant or Warrants of Execution, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor of the said Town or Factory of *Madraspatnam*, for the Time being, or the Senior Alderman, then residing within the said Town or Factory, to be One) unless they, or either of them, shall be interested therein; and in that Case under the Hands and Seals of any Two of the Aldermen not interested therein, to be directed to the Sheriff, for the Time being, for levying the Debt, or Duty, adjudged or decreed to the Party or Parties complainant, together with Costs of Suit upon the Goods and Chattels of such Defendant or Defendants; and to cause Sale to

to be made of the said Goods and Chattels, rendering to the Party the Overplus (if any be) and for Want of sufficient Distress, We do hereby, for Us, Our Heirs and Successors, give full Power and Authority to the said Court, to imprison the Defendant or Defendants, until Satisfaction be made by him, her or them, to the Plaintiff or Plaintiffs, of the Debt, or Duty, decreed or adjudged, together with the Costs of Suit: And in case Judgment shall be given for the Defendant or Defendants, We do hereby, for Us, Our Heirs and Successors, likewise give full Power and Authority to the said Court, to award Costs to such Defendant and Defendants, and to issue the like Process and Execution for the same, as in Cases where Costs are awarded to any Plaintiff or Plaintiffs.

How to proceed, if an Action be brought against a Mayor, or Sheriff.

AND if any Action or Suit shall be brought or commenced against the Mayor of the said Corporation, for the Time being, during his being or continuing in his Office, it shall and may be lawful for the said Mayor's Court, to proceed and determine such Suit, in the same Manner as in other Actions or Suits depending before them; but such Mayor shall not sit as a Judge, or appear on the Bench, during the hearing of the said Cause, or making any Order therein: and if any Action or Suit shall be brought or commenced against the said Sheriff, during his being and continuing in his Office, it shall and may be lawful to and for the said Governor, or President and Council, for the Time being, or the major Part of them, to nominate and appoint a proper Person, to execute the Process and Orders of the said Court, against such Sheriff, for the Time being.

Or against the Company.

AND in case any Person or Persons shall have any Action or Suit against The said *United Company*, and shall make Complaint thereof in Writing unto the said Mayor's Court, it shall and may be lawful for the said Court, to issue their Summons to the said Governor, or President and Council, to appear for The said *United Company*; and the said Governor, or President and Council, shall thereupon appear for the said Company, and shall be admitted to answer and defend

defend such Suit, in the Name, and for and on the Behalf of The said *United Company*: And the said Mayor's Court shall be at Liberty to issue such Process against the said Company, and their Estate and Effects, as shall be necessary to compel the Appearance of the said Company; and shall proceed to hear and determine such Cause of Action, in the same Manner as they are hereby authorized, and empowered, to hear and determine other Actions and Suits; and, in case the said Company shall be condemned in such Action or Suit, to raise and levy upon their Goods, Estate and Effects, the Debt or Damages, together with such Costs of Suit as shall be awarded by the said Court, subject nevertheless to such Appeal as is herein after mentioned: And in like Manner, if The said *United Company* shall have any Action or Suit against any Person or Persons, it shall and may be lawful, to and for the said Governor, or President and Council, for and on the Behalf of the said Company, and in their Name, to make Complaint thereof in Writing to the said Mayor's Court, who shall proceed therein, and shall hear and determine the same as in other Cases, and in case Judgment or Sentence shall be given against the said Company, shall award Costs, to be levied upon the Goods and Effects of the said Company, as they shall see Occasion.

Or if the Company have any Action against any Person.

AND to the Intent that due Provision be made, that there may be no Failure of Justice, if the Defendant or Defendants, who was or were resident within the said Town of *Madraspatnam*, or any of the *Factories* or *Districts* subordinate thereto, at the Time when any Cause of Action did accrue, shall withdraw him, or herself, or themselves, out of, or shall not be found within the Jurisdiction of the said Court; We do, by these Presents, give, grant, will, direct and appoint, that in case the Sheriff shall make Return to such Summons or Warrant of Arrest, that the Party or Parties, Defendant or Defendants, therein mentioned, or any of them, is, or are not to be found within the Jurisdiction of the said Court, it shall and may be lawful, to and for the said Court, upon an Affidavit of Proof, verifying the Demand of the Plaintiff or Plaintiffs in such Suit, to the Satisfaction

In case a Defendant withdraws himself out of the Jurisdiction of the Court.

Satisfaction of the said Court, to grant a Sequestration to seize the Estate and Effects of such Party or Parties, Defendant or Defendants, to such Value as the said Court shall think reasonable, and shall direct in such Process of Sequestration; and the same to detain in the Hands of a proper Person, to be appointed by the said Court, till such Party or Parties shall appear to the said Complaint, and give Security as aforesaid; and in case the Party or Parties, Defendant or Defendants, shall not appear, and give Security as aforesaid, within the Space of Six Months (unless it be shewed to the said Court, on the Behalf of such Defendant or Defendants, that he or they is or are residing in *Great-Britain*, or *Ireland*) then it shall and may be lawful for the said Court, to proceed to hear and determine the said Cause, and to give Judgment therein as aforesaid: And in case Judgment shall be given for the Plaintiff or Plaintiffs in such Suit, to direct the Effects so seized to be sold, and out of the Produce thereof to make Satisfaction to the Plaintiff or Plaintiffs, for the Duty and Costs recovered, returning the Overplus, if any such shall be; and in case such Produce shall not be sufficient to make Satisfaction to the Plaintiff or Plaintiffs, then it shall and may be lawful for the said Court, to award Execution for the Residue of the Duty, and Costs, recovered in Manner as aforesaid.

The Money, Securities, and Effects, of Sutors, which shall be ordered by the Mayor's Court to be deposited, for safe Custody, with the President and Council, subject to the Orders of the Court.

AND whereas, it is of the utmost Concern and Importance to the Sutors of the said Court, that their Money, Securities and Effects, should be preserved and secured, for their Benefit, in the most careful and effectual Manner: And whereas the same will be most safely deposited, and kept in the Hands of the Governor, or President and Council of *Fort St. George*, with the Cash and Effects belonging to the said Company: And the said Company, having undertaken and agreed to be answerable to the Sutors of the said Court, for all such Money, Securities and Effects, as under the Orders of the said Mayor's Court, shall be paid, delivered to, or deposited with, their said President and Council, except in Cases of Fire, foreign Invasions, or other unavoidable Accidents, whereby the said Monies, Securities or Effects, may be lost; and also to be at the

the Charge and Expence, which may be occasioned by Reason of the depositing, safe keeping, and restoring, or paying and delivering out of such Money, Securities and Effects, so that the Sutors may not be burdened thereby; We do therefore, upon such Undertaking and Agreement of the said Company, for Us, Our Heirs and Successors, will and ordain, that all Money, Securities and Effects, of the said Sutors, as shall be ordered into Court, or to be paid, delivered, or deposited for safe Custody, shall be paid, or delivered unto, or deposited with the Governor, or President and Council, at *Fort St. George*, to be by them kept, and deposited with the Cash and Effects of the said Company, subject to such Orders and Directions, as the said Mayor's Court shall, from Time to Time, think fit to make concerning the same, for the Benefit of the Sutors.

AND We do, for Us, Our Heirs and Successors, give and grant, unto the Court of Directors of the said Company, or the major Part of them, full Power and Authority, from Time to Time, to name and appoint an Officer, under the Name of the Accountant General, of the Mayor's Court, at *Madraspatnam*; and the same, at their Pleasure, to remove, and another to appoint, who shall act, perform, and do, all Matters and Things necessary to carry into Execution the Orders of the said Mayor's Court, relating to the Payment or Delivery of the Sutors Money, Effects and Securities, unto the Governor, or President and Council, of The said *United Company*, at *Fort St. George*; and taking the same out again, and keeping the Accounts with the said Governor and Council, and Register of the Mayor's Court, and other Matters relating thereto, under such Rules, Methods and Directions, as shall, from Time to Time, be made and given, under the Hands of Thirteen or more of the Court of Directors of the said Company; which Rules, Methods and Directions, We will, and direct, shall be, according to such Rules, Methods and Directions, as are observed by the Accountant General of Our *High Court of Chancery*, in *Great-Britain*, or as near thereto as may be, and as the Situation and Circumstances of Affairs will permit.

The Court or Directors to appoint an Accountant General, for carrying the Orders of the Mayor's Court, relating to the Sutors Money, &c. into Execution, and keeping the Accounts thereof with the President and Council.

AND

The Mayor's Court empowered to administer Oath and Affirmations, frame Rules of Practice, appoint Clerks and Officers, and do all other Things necessary; but subject to the Control and Alteration of the Company, who are empowered to make Rules and Orders, for the better Administration of Justice.

AND We do hereby authorize the said Mayor's Court, to administer Oaths and Affirmations, and to frame such Rules of Practice, and nominate and appoint such Clerks and Officers, and to do all such other Things as shall be found necessary for the Administration of Justice, and the due Execution of all, or any of the Powers given them by these Presents, so as they, from Time to Time, give an Account thereof, unto the said Company, and so as the same shall be subject to the Approbation, Control and Alteration, of the said Company, under the Hands of Thirteen or more of the Court of Directors of the said Company; whom We do likewise will, and ordain, to have full Power and Authority, to make such Rules and Orders, for the better Administration of Justice, as they shall, from Time to Time, think fit and necessary; but such Rules and Orders, so to be made by the said Mayor's Court, so far as the same shall not be repugnant to any Rules or Orders made by the said Company, or their Court of Directors, as aforesaid, shall nevertheless be in force, until the same shall be revoked or altered by the said Court of Directors, or any Thirteen or more of them, and Notice thereof given unto the said Court.

A Table of Fees to be put up in the Place where the Court shall be held.

AND Our further Will and Pleasure is, and We do hereby require and command, that a Table of the Fees, to be allowed to such Clerks and Officers, shall be settled by the said Court, and approved and assigned by the Governor, or President, of *Fort St George* aforesaid, for the Time being; and shall be written out fair, and kept constantly fixed up in some visible and open Part of the Room, or Place, where the said Court shall be held: And that it shall and may be lawful for the said Court, with the Approbation of the said Governor, or President and Council, for the Time being, or the major Part of them, and also to and for the Court of Directors, of The said *United Company*, or any Thirteen or more of them, to vary and alter such Table of Fees, in such Manner as they shall think fit.

AND

AND it is Our further Will and Intent, and We do, by these Presents, ordain and establish, that if any Person or Persons shall think him, her or themselves aggrieved, by any Judgment, Sentence or Decree of the said Mayor's Court; or if the said Governor, or President and Council, for the Time being, or the major Part of them, shall think the said Company aggrieved, by any Judgment, Sentence or Decree of the said Court, that such Person or Persons, and the said Governor, or President and Council, for the Time being, or the major Part of them, for and in the Name of The said *United Company*, shall or may, within Fourteen Days after such Judgment, Sentence or Decree of the said Court, shall be entered of Record, appeal to the Governor, or President and Council of *Fort St. George* aforesaid, for the Time being; whom, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, residing there, to be One) We do hereby, for Us, Our Heirs and Successors, constitute, nominate and appoint, to be, for ever hereafter, a Court of Record for that Purpose, to receive such Appeals, and to hear and determine the same, and to do all other Acts, Matters and Things, necessarily incident thereto: Provided, if the said Governor, or President, or any of the said Council, shall be any ways interested in the Event of any such Action or Suit, no Person so interested shall sit or act as a Judge, upon such Appeal; but the same shall be heard and determined by such of them, the said Governor, or President and Council, as shall be no ways interested therein, or any Three or more of them: And in all Cases, where the Number of Voices shall be equal, in the Determination or Judgment upon such Appeal, the Governor or President, or, in his Absence, the Senior of the Council, who shall be present, and not interested, shall have Two Voices; which Determination shall be final, if the Debt, Damages or Things, directed to be paid, done or delivered, or Matter in Dispute, shall not exceed the Value of One Thousand Pagodas; but in case the same do exceed the Value of One Thousand Pagodas, any Person or Persons, who shall think him, her or themselves aggrieved, By such Judgment,

Any Person thinking himself, or the President and Council thinking the Company aggrieved, may appeal to the President and Council, who are constituted a Court of Record, to hear and determine such Appeals.

No Person, interested in the Event, to sit as Judge;

their Number, 3 or more: How, where Voices equal;

their Determination final if the Matter exceeds not 1000 Pagodas; if it exceeds 1000 Pagodas, or

if there be not a sufficient Number of the President and Council disinterested in the Event, then, altho' it cannot exceed 1000 Pagodas, any Person may appeal from their Sentence to the King in Council.

Judgment, Sentence or Decree, made on such Appeal, shall and may, within Fourteen Days after the Judgment, Sentence or Decree, given or made upon such Appeal, shall be entered of Record; or if there shall not be a sufficient Number of the said Governor, or President and Council, disinterested in the Event of such Appeal, to hear and determine the same, so that no Judgment, Sentence or Decree, can be given or made by them, then, although the Debt, Damages or Thing to be delivered, or Matter in Dispute, shall not exceed the Value of One Thousand Pagodas, it shall and may be lawful for the Party or Parties aggrieved, by the Judgment, Sentence or Decree of the said Mayor's Court, within Twenty-one Days after such Judgment, Sentence or Decree, shall be entered of Record, to appeal to Us, Our Heirs and Successors, in Council (as is usual in Cases of Appeal, from any of Our Colonies in the *West-Indies*) upon giving Security to pay Interest (not exceeding the current Rate of Interest, which shall prevail at the Time of pronouncing such Judgment, Sentence or Decree) for the Thing adjudged or decreed to be paid, done or delivered, and the Costs of such Appeal, in case the said Judgment, Sentence or Decree, shall be affirmed; and in case The said *United Company* shall appeal to Us, Our Heirs and Successors, the said Governor, or President and Council, shall give the like Security, by a Bond, in the Name and on the Behalf of the said Company.

The Sentence upon such Appeals to be put in Execution by the Mayor's Court, and if they neglect it by the President and Council,

AND it is Our Will and Pleasure, that the Judgments, Sentences and Orders, of Us, Our Heirs and Successors, and of the said Governor, or President and Council, made upon any such Appeals respectively, shall and may be put in Execution by the said Mayor's Court, in such Manner as an original Judgment of the said Court should or might have been; and they are hereby required and commanded to execute the same accordingly: And in case the said Mayor's Court shall refuse or neglect to cause such Judgments, Sentences or Orders, to be executed, within Fourteen Days after Application made to them for that Purpose, it shall be lawful for, and We do hereby require and command, the said Governor, or President and Council, to execute, or cause the same

same to be executed, by such Ways and Means as the said Mayor's Court might have done.

AND whereas the providing a more easy and speedy Method, for recovering of small Debts, within the said Town of *Madraspatnam*, and the Factories and Districts subordinate thereto, will greatly contribute to the promoting Industry, and supporting and encouraging useful Credit; We do hereby, for Ourselves, Our Heirs and Successors, give and grant, to the said Company and their Successors, and do direct and appoint, that there shall, for ever hereafter, be, within the said Town of *Madraspatnam*, a Court, which shall be called the Court of Requests, for the Town of *Madraspatnam*, and the Factories and Districts thereof: And for that Purpose, We will and require the Governor, or President and Council, of *Madraspatnam* aforesaid, as soon as conveniently may be after the Arrival of this Our Charter, to nominate and appoint some of the principal Inhabitants of *Madraspatnam* aforesaid, not more than Twenty-four, nor fewer than Eight, to be Commissioners, to hear and determine Suits, in a summary Way, under such Rules, Orders and Regulations, as shall, from Time to Time, be given or sent to them, under the Hands of Thirteen or more of the Court of Directors of the said Company; which Commissioners, or any Three or more of them, shall have full Power and Authority, to hear and determine all such Actions or Suits, which shall be brought before them, where the Debt, Duty, or Matter in Dispute, shall not exceed, or be more than the Value of Five Pagodas; which Commissioners, so to be appointed, shall continue in their said Office, until the First *Thursday* in *December*, next after the Arrival of this Our Charter; and Three or more of them in Rotation, as they shall agree among themselves (but not to exclude any other of the Commissioners, though not sitting or acting in the Course of such Rotation) shall sit every *Thursday* in the Week, from the Hours of Ten to Twelve in the Forenoon, or longer, if the Business shall require it, to hear and determine all such Causes as shall be brought before them, not exceeding

A Court of Requests, established at *Madraspatnam*, to determine Suits, not exceeding 5 Pagodas.

exceeding the Value aforesaid, and on the First *Thursday* in *December* next after the Arrival of this Our Charter, the said Commissioners shall assemble together, and Twelve of the Persons, so to be appointed Commissioners, or One Half of the said Commissioners, in case their Number be less than Twenty-four, shall, by the Ballot of all of them, or of such as shall be present, be removed, and a Number, equal to that of those so removed, be chosen by Ballot of the remaining Twelve, or lesser Number; and of those that shall be removed, in the Places and Stead of such as shall be removed, to continue in such Employment, until the First *Thursday* in the Month of *December*, in the succeeding Year, and until others shall be chosen; and that, at the End of the said Year, that Half of the Commissioners, who shall have the longest served in such Office, shall be removed, and others chosen by Ballot in their Places, in Manner aforesaid; and so from Year to Year, on the First *Thursday* in *December*, for ever hereafter.

The President and Council to be Justices of the Peace, for Madraspatnam Fort St. George, and the Factories subordinate to Fort St. George.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, will, ordain, establish and appoint, that the Governor, or President and Council, of *Fort St. George* aforesaid, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, in and for the said Town of *Madraspatnam*, and in and for *Fort St. George*, *Fort St. David*, *Vizagapatnam*, the Factories on the *Coast of Sumatra*, and all other the Factories subordinate to *Fort St. George* aforesaid, in the same or the like Manner, and with the same or the like Power, as Justices of the Peace, constituted by any Commission or Letters Patents, under Our Great Seal of *Great-Britain*, for any County, City, or Town Corporate, in that Part of Our said Kingdom, called *England*, do or may exercise such Office.

To hold Quarter Sessions, and be

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, give and grant, unto the said Company and their

their Successors, that the Governor or President of *Fort St. George*, and the Council, for the Time being, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort St. George*, to be One) shall and may hold Quarter Sessions of the Peace, Four Times in the Year, within the District aforesaid, and shall, at all Times hereafter, be a Court of Record, in the Nature of a Court of Oyer and Terminer, and Gaol Delivery; and shall, from Time to Time, and at all Times hereafter, be Commissioners of Oyer and Terminer, and Gaol Delivery, for the trying and punishing of all Offenders, and Offences (High Treason only excepted) had, committed or done, or to be had, committed or done, within the said Town of *Madraspatnam*, *Fort St. George*, or within any of the said Factories or Places subordinate thereunto; and that it shall and may be lawful, to and for the said Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery respectively, to proceed by Indictment, or by such other Ways, and in the same or in the like Manner, as is used in that Part of *Great-Britain*, called *England*, as near as the Condition and Circumstances of the Place and Inhabitants will admit of; and for that Purpose to issue their Warrant or Precept, to the Sheriff of the said District, for the Time being, commanding him to summon a convenient Number of the principal Inhabitants, within the said District, to serve and attend as Grand and Petit Jury, at the said Courts respectively: And that the said Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery respectively, shall and may administer to them the usual Oath taken in *England*, by the Grand and Petit Jury; and also administer to the Witnesses, who shall be produced; for or against the Party to be tried, a proper Oath or Affirmation, that is to say, an Oath upon the Holy Evangelists, to any Witness or Witnesses, who shall profess the *Christian Religion*; and to administer an Oath or solemn Affirmation, to any other Witness or Witnesses, Natives of *India*, in such Manner as they, according to their several Casts, shall esteem to be most binding on their Consciences, to oblige them to speak the Truth; and that

and be Commissioners of Oyer and Terminer, and Gaol Delivery, for the trying and punishing all Offences, except High Treason:

Their Proceedings.

Oaths of Jury and Witnesses.

that the said Justices, and Commissioners, shall and may respectively proceed to the Arraignment, Trial, Conviction and Punishment, of Persons accused of any Crimes or Offences (High Treason only excepted) in the same or the like Manner and Form, as near as the Condition and Circumstances of the Place and Inhabitants will admit of, as any of Our Justices of the Peace, or Commissioners of Oyer and Terminer, and Gaol Delivery, in *England*, do or may proceed, by Virtue of any Commission, by Us granted for that Purpose; and shall and may respectively do all other Acts, that Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, usually and legally do; and that the said Court may assemble and adjourn, at and unto such Times and Places as they shall judge convenient.

The President to take an Oath, faithfully to execute the said Offices of Justice and Commissioner, and the Oath of Allegiance, and to administer the like Oaths to the Rest of the Council.

AND We do hereby direct, that the Governor, or President, of *Fort St. George* aforesaid, shall, before the Council there, or the major Part of them, take an Oath, faithfully to execute the said Offices of Justice of the Peace, and Commissioner of Oyer and Terminer, and Gaol Delivery, together with the Oath of Allegiance, which Oaths they are hereby empowered to administer; and after the taking of such Oaths, We do hereby authorize the said Governor, or President, to administer the same Oaths to the Rest of the Council, as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery.

Proceedings already begun not to abate.

AND We do hereby will, direct and declare, that no Proceedings, which, at the Time of the Arrival of this Our Charter shall be depending, before Our Justices of the Peace, at their Quarter Sessions, or before Our Commissioners of Oyer and Terminer, and Gaol Delivery, at *Madraspatnam* aforesaid, shall be any ways abated or discontinued thereby, but shall be proceeded upon, under this Our present Charter, in the same Manner, to all Intents and Purposes, as if all such Proceedings had been had and commenced under the same, and by Virtue thereof.

AND Our further Will and Pleasure is, and We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Power and Authority, from Time to Time, to name and appoint such Person and Persons as they shall think fit, to be General or Generals, of all the Forces by Sea and Land, of or belonging to the said Town of *Madraspatnam*, and the Towns, Places and Dependencies, of *Fort St. George* aforesaid; and to nominate, constitute and appoint, such and so many Commanders, and Military Officers, as to them shall seem meet and requisite, for the leading, conducting and training up, the Inhabitants of the said Towns, Places and Limits aforesaid, in Martial Affairs; and for the raising and maintaining such a Body of standing Forces, within the said Towns and Limits aforesaid, and such a Number of Seamen, and Ships of Defence, as are or shall be necessary for the Defence and Safeguard of the same, and such General or Generals, and other Officers, or any of them, at the Pleasure of the said Company to displace and amove.

The Company empowered to appoint General, and other Military Officers, for *Madras*, and its Dependencies;

and to raise and maintain Forces, Seamen and Ships of Defence.

To repel Invasions, &c.

AND that it shall and may be lawful, to and for the said General or Generals, of the Forces by Sea and Land, of or belonging to the said Town of *Madraspatnam*, and the Towns, Places and Dependencies, of *Fort St. George* aforesaid; and all and every such Commander and Military Officers, that shall be so as aforesaid constituted and appointed, according to the Tenour of his and their respective Commissions and Instructions, to assemble, exercise in Arms, Martial Array, and put in warlike Posture the Inhabitants of the said Towns and Places, either by Sea or Land, for their special Defence and Safety; and to lead and conduct them, and to encounter, repulse, expel and resist, by Force of Arms, as well by Sea as by Land; and also to kill, slay and destroy, by all fitting Ways, Enterprises and Means whatsoever, all and every such Person or Persons as shall, or may, at any Time hereafter, in an hostile Manner, attempt or enterprise the Destruction, Invasion, Detriment or Annoyance, of any

any of Our Subjects, within the said Towns, and Factories and Limits, or any of their Servants, or Persons dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occasion shall necessarily require, and may legally be done; and to take and surprize, by all Ways and Means whatsoever, and all and every such Person and Persons, with their Ships, Armour, Ammunition and other Goods, as shall, in hostile Manner, invade, or attempt the defeating, or Destruction of the said Towns and Places, or the Hurt of any of Our Subjects inhabiting there, or any of their Servants, or Persons employed by them, and upon just Causes to invade and destroy the Enemies of the same.

The King makes the like Grants to the Company, for Bombay, viz. Mayor and Aldermen.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, further give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that there shall be, for ever hereafter, within the said Town or Factory of *Bombay*, on the Island of *Bombay*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Bombay*; and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, together with the Mayor, for the Time being, shall be natural born Subjects of Us, Our Heirs and Successors; and the other Two Aldermen may be foreign Protestants, the Subjects of any other Prince or State, in Amity with Us; and that the said Body Corporate, by the Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law, to sue and be sued, in any Courts and Causes whatsoever; and shall and may have a Common Seal, for the Business and Affairs of the said Corporation, which Common Seal they and their Successors may break and change, at their Pleasure.

The Persons, who shall be Mayor and Aldermen, at the Time of

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that the Persons, who, at the Time of the Arrival of this Our Charter, shall be the Mayor and Aldermen of *Bombay*, under the said former Charter, which

which the said Company have surrendered unto Us, as aforesaid, shall continue and be modern Mayor and Aldermen, and shall, at a Time to be appointed for that Purpose, by the Governor or President, or, in his Absence, by the Two Senior of the Council of *Bombay*, then residing there, within Thirty Days after Notice of this Our Charter, take an Oath, duly to execute their respective Offices, together with the Oath of Allegiance; which Oaths the said Governor or President, and, in his Absence, the Two Senior of the Council, then residing at *Bombay* aforesaid, are hereby empowered to administer.

the Arrival of this Charter, to continue in their Offices.

AND it is Our further Will and Pleasure, and We do hereby ordain, direct, establish and appoint, that the Mayor and Aldermen of the said Town or Factory of *Bombay*, hereby nominated, and all, and every other and future Mayors and Aldermen, of the said Town or Factory, shall respectively have such Continuance in their several Offices, and shall be so appointed, elected and removed, and their Places shall be so avoided, at such Times, upon the like Continuances or Occasions, and in the like Manner, and be so presented, and take such Oaths, before such Officers, having the like Authority, within the said Town or Factory of *Bombay* (whom We do hereby, for Us, Our Heirs and Successors, authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town or Factory of *Bombay*, and the Limits thereof, and the Factories subordinate thereto, to all Intents and Purposes, as is or are herein before respectively appointed, directed, ordained or established, concerning the Election, Continuance, swearing, presenting or removing, or the avoiding of Places, or are hereby before given unto the Mayor and Aldermen of the said Town of *Madraspatnam*.

Mayor and Aldermen as Continuance in Office, and to have the like Powers, &c. as are granted to those of *Madras*.

AND We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Bombay*, herein before nominated, and every other Person, who shall hereafter be Mayor of *Bombay*, shall, after the Determination of his Office

Mayor, after the Determination of his Office, to continue an Alderman.

Office of Mayor, be One of the Aldermen of the said Town or Factory of *Bombay*.

A Mayor's
Court, at
Bombay.

AND We do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen of *Bombay* aforesaid, for the Time being, shall, for ever hereafter, be, and they are hereby constituted a Court of Record, by the Name of the Mayor's Court, at *Bombay*; and that they, or any Three or more of them (whereof the Mayor, or Senior Alderman, for the Time being, to be One) may, and they are hereby authorized to try, hear and determine, all Civil Suits, Actions and Pleas, between Party and Party, that shall or may arise, or happen, or that have already arisen, or happened, within the said Town or Factory of *Bombay*, or within any of the Factories, subject or subordinate thereunto, in the like Manner, and under the like Restrictions, as the Mayor's Court, at *Madraspatnam*, is herein before empowered to do, within the said Town of *Madraspatnam*, and the Factories subject to *Fort St. George*.

Sheriff.

AND We do further will, ordain, direct, establish and appoint, that the Person, who, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at *Bombay*, shall be Our Sheriff for the said Town or Factory of *Bombay*, and the Precincts, Districts, or Territories thereof, shall continue and be the Sheriff thereof; and that such Sheriff, so hereby appointed, and all and every other future Sheriffs of *Bombay* aforesaid, shall have such Continuance in their several Offices, and shall be so appointed, and elected, at such Times; upon such Contingencies or Occasions, and in the like Manner, and take such Oaths, before such Officers (whom We do hereby authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town or Factory of *Bombay*, and the Limits thereof, and the Factories subordinate thereunto, to all Intents and Purposes, as is or are herein before appointed, directed or ordained, concerning the Sheriff of the said Town of *Madraspatnam*.

AND

Proceedings
of the Mayor's
Court.

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, ordain, direct and appoint, that, upon Complaint to be made in Writing to the said Court, at *Bombay*, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing, or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Town or Factory of *Bombay*, or the Precincts, Districts, or Territories thereof, of any of the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue (unless the same shall be between the *Indian* Natives only, or unless such Cause of Action shall not exceed the Value of Five Pagodas) the said Court shall and may issue a Summons in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being, or, in his Absence, the Senior Alderman, then residing within the same Town or Factory, to be One, unless such Mayor, or Senior Alderman, shall be Party or Parties in such Action or Suit; and in that Case under the Hands and Seals of any other Two of the Judges of the said Court) to be directed to the Sheriff of *Bombay*, for the Time being, requiring such Appearance of the Defendant or Defendants therein named; and, in Default of such Appearance, shall and may issue the like Warrant, under the Hands and Seals of the like Judges, directed to the Sheriff of *Bombay*, for the Time being, to take and bring the Body and Bodies of such Defendant or Defendants, before the said Court, at such Times as is or are herein before respectively appointed, or directed, touching or relating to the issuing of Summons or Warrants, upon the Complaint, or at the Suit of any Complainant, against any Defendant in the said Mayor's Court, at *Madraspatnam*: And We do further give and grant, and, by these Presents, ordain and appoint, that the said Mayor's Court, at *Bombay*, shall and may, in case of an Appearance, or an Arrest, of the Body or Bodies of such Defendant or Defendants, let such Defendant or Defendants out to Bail, upon such Security, so to be taken upon such Conditions, and for such

such Purposes: And, in Default thereof, to hold such Defendant or Defendants in such Custody, and for such Time, and in such Manner, as is herein before appointed concerning the same, to be done and performed by the said Mayor's Court, at *Madraspatnam*, or the Officers thereof; and after such Bail found, or in case the Defendant or Defendants be detained in Custody, for Want of such Bail, We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize, the said Mayor's Court of *Bombay*, so and in such Manner, to proceed to the Examination of the Matter of Complaint, so to give Sentence and Judgment, and to award such Executions, directed to such Sheriff; and generally to proceed, act and do, all Things relating to the administering or executing of Justice, in all Civil Cases, Suits or Pleas, to be commenced or depending in the said Mayor's Court, at *Bombay*, by and with such Rules, Regulations, Powers and Authorities, and under such Limitations and Restrictions, and subject to such Appeal to the Governor, or President and Council of *Bombay* (whom We do, in like Manner, authorize to hear and determine the same) and to Us, Our Heirs and Successors, in Council, as are herein before given, granted, ordained, or appointed to be done, exercised, executed, held or enjoyed, by the said Mayor's Court, herein before appointed and established, at *Madraspatnam*, in such ample and beneficial Manner as if the same were herein again repeated: And We do also hereby ordain, direct and command, that the Governor, or President and Council of *Bombay*, shall execute, or cause to be executed, the Judgments, Sentences and Orders, of Us, Our Heirs and Successors, and of the said Governor, or President and Council, made upon such Appeals, in such Cases, and in like Manner, as We have herein before commanded the Governor, or President and Council of *Fort St. George* aforesaid, to do, in respect of Judgments, Sentences and Orders, made on Appeals, from the Mayor's Court of *Madraspatnam* aforesaid.

Accountant
General

And We do further will and ordain, that there shall be an Accountant General, at *Bombay*, and that the Suitors Money and Effects shall be paid to, delivered,

vered, or deposited with the Governor, or President and Council, at *Bombay*, and for which the said Company shall be answerable to the Suitors of the said Court, in like Manner as for the Money paid in by Order of the Mayor's Court, at *Madraspatnam* aforesaid; and that there shall be such Court of Request, for determining all Actions and Suits, not exceeding the Value of Five Pagodas, to be appointed in like Manner, and for the like Purposes, as are before directed, appointed and established, at *Madraspatnam* aforesaid.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, direct, establish and appoint, that the Governor, or President and Council of *Bombay* aforesaid, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and Gaol Delivery; and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Bombay*, shall be One) shall and may hold Sessions of the Peace, and of Oyer and Terminer, and Gaol Delivery, respectively, in and for the said Town or Factory of *Bombay*, and other the Factories subordinate thereto; and do all such other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, with such Powers, Jurisdictions and Authorities, and under such Regulations and Restrictions, as are herein before given and granted, directed and appointed, concerning Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, for the said Town of *Madraspatnam*.

AND We do hereby will and declare, that no Proceedings, which, at the Time of the Arrival of this Our Charter, shall be depending before the Mayor's Court, at *Bombay*, or before Our Justices of the Peace, at their Quarter-Sessions, or before Our Commissioners of Oyer and Terminer, and Gaol Delivery, at *Bombay* aforesaid, shall be any ways abated, or discontinued thereby, but shall be

Proceedings
already begun
not to abate.

be proceeded upon, under this Our Charter, in the same Manner, to all Intents and Purposes, as if all and every such Proceedings had been had and commenced under the same, and by Virtue thereof.

Generals, &c.
for Bombay.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Power and Authority, from Time to Time, to name and appoint such Person and Persons as they shall think fit, to be General or Generals, of all the Forces by Sea and Land, of or belonging to the Town, Limits or Factories of *Bombay* aforesaid, and to constitute and appoint such Commanders, and Military Officers, for such Purposes, and such General or Generals, and other Officers, or any of them, at the Pleasure of the said Company to move, in such Manner and Form as is or are herein before directed, ordained or established, concerning the appointing or moving the Generals, Commanders, or Military Officers of *Madraspatnam*, and the Towns, Places and Dependencies of *Fort St. George*.

To repel In-
vasions, &c.

AND Our further Will and Pleasure is, that it shall and may be lawful, to and for the said General or Generals, of the Forces by Sea and Land, of or belonging to the Towns, Limits and Factories of *Bombay* aforesaid; and all and every such Commander and Military Officers, according to his and their respective Commissions and Instructions, to assemble, and exercise in Arms, Martial Array, and put in warlike Posture the Inhabitants of the said Town and Factories, for their Defence and Safety; and to lead and conduct them, and to encounter, expel and resist, by Force of Arms; and also to kill, slay and destroy, all such Persons as shall or may, in an hostile Manner, attempt or enterprize the Destruction, Invasion, Detriment or Annoyance, of any of Our Subjects, within the said Town, and Factories and Limits, or any of their Servants, or Persons dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occa-
sion

sion shall necessarily require, and may legally be done; and to take and surprize all and every such Person or Persons, with their Ships, Armour, Ammunition and other Goods, as shall, in hostile Manner, invade, or attempt the defeating, or Destruction of the said Towns and Factories, or the Hurt of any of Our Subjects inhabiting there, or within the Limits aforesaid, or any of his or their Servants, or Persons employed by them, and, upon just Cause, to invade and destroy the Enemies of the same.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, further give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that there shall be, for ever hereafter, within the said Factory of *Fort William*, in *Bengal*, One other Body Politick and Corporate, by the Name of the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal*; and that such Body Politick and Corporate shall consist of a Mayor and Nine Aldermen, Seven of which said Aldermen, together with the Mayor, for the Time being, shall be natural born Subjects of Us, Our Heirs and Successors, and the other Two Aldermen may be foreign Protestants, the Subjects of any other Prince, or State, in Amity with Us; and that the said Body Corporate, by the Name aforesaid, shall have perpetual Succession, and shall and may be Persons able and capable in Law, to sue and be sued, in any Courts and Causes whatsoever, and shall and may have a Common Seal, for the Business and Affairs of the said Corporation, which Common Seal they and their Successors may break and change, at their Pleasure.

The like
Grants, for
Fort William,
in *Bengal*, viz.

Mayor and
Aldermen.

AND We do hereby further, for Us, Our Heirs and Successors, will, grant and appoint, that the Persons, who, at the Time of the Arrival of this Our Charter, shall be the Mayor and Aldermen of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, under the said former Charter, which the said Company have surrendered unto Us, as aforesaid, shall continue and be the modern Mayor and Aldermen, and shall, at a Time to be appointed for that Purpose,

The Persons,
who shall be
Mayor and
Aldermen, at
the Time of
the Arrival of
this Charter,
to continue in
their Offices.

by the Governor or President, or, in his Absence, by the Two Senior of the Council, of *Fort William*, in *Bengal*, then residing there, within Thirty Days after Notice of this Our Charter, take an Oath, duly to execute their respective Offices, and shall also take the Oath of Allegiance; which Oaths the said Governor or President, and, in his Absence, the Two Senior of the Council, then residing at *Calcutta*, in *Bengal* aforesaid, are hereby empowered to administer.

Mayor and Aldermen's Continuance in Office, and to have the like Powers, &c. as are granted to the Mayor of Madras.

AND it is Our further Will and Pleasure, and We do hereby ordain, direct, establish and appoint, that the Mayor and Aldermen of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, hereby nominated, and all and every other future Mayors and Aldermen of the said Town respectively, shall have such Continuance in their several Offices, and shall be so appointed, elected and removed, and their Places shall be so avoided, at such Times, upon the like Contingencies or Occasions, and in the like Manner, and be so presented, and take such Oaths, before such Officers, having the like Authority, within the said Town of *Calcutta*, at *Fort William*, in *Bengal* (whom We do hereby, for Us, Our Heirs and Successors, authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Limits thereof, and the Factories subordinate thereto, to all Intents and Purposes, as is or are herein before respectively appointed, directed, ordained or established, concerning the Elections, Continuance, swearing, presenting or removing, or the avoiding of Places, or as are hereby before given unto the Mayor and Aldermen of the said Town of *Madraspatnam*.

Mayor, after the Determination of his Office, to continue an Alderman.

AND We do further, for Us, Our Heirs and Successors, ordain and appoint, that the Mayor of *Calcutta*, at *Fort William*, in *Bengal*, herein before nominated, and every other Person, who shall hereafter be Mayor of *Calcutta*, at *Fort William*, in *Bengal*, shall, after the Determination of his Office of Mayor, be One of the Aldermen of the said Town of *Calcutta*, at *Fort William*, in *Bengal*.

AND

AND We do, for Us, Our Heirs and Successors, give and grant, to the said Company and their Successors, and We do hereby ordain, direct and appoint, that the Mayor and Aldermen of *Calcutta*, at *Fort William*, in *Bengal* aforesaid, for the Time being, shall, for ever hereafter, be, and they are hereby constituted a Court of Record, by the Name of the Mayor's Court, at *Calcutta*, at *Fort William*, in *Bengal*; and that they, or any Three or more of them (whereof the Mayor or Senior Alderman, for the Time being, to be One) may and they are hereby authorized to try, hear and determine, all Civil Suits, Actions and Pleas, between Party and Party, that shall or may arise, or happen, or that have already arisen, or happened, within the said Town or Factory of *Calcutta*, at *Fort William*, in *Bengal*, or within any of the Factories, subject or subordinate thereunto, in the like Manner, and under the like Restrictions, as the Mayor's Court, at *Madraspatnam*, is herein before empowered to do, within the said Town of *Madraspatnam*, and the Factories subject to *Fort St. George*.

The Mayor's Court of *Calcutta*, at *Fort William*, to be a Court of Record, &c.

AND We do further will, ordain, direct, establish and appoint, that the Person, who, at the Time of the Arrival of this Our Charter, or an Exemplification of the same, at that Place, shall be Our Sheriff, for the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Precincts, Districts or Territories thereof, shall continue and be the Sheriff thereof; and that such Sheriff, so hereby appointed, and all and every other future Sheriffs of *Calcutta*, at *Fort William* aforesaid, shall have such Continuance in their several Offices, and shall be so appointed and elected, at such Times, upon such Contingencies or Occasions, and in the like Manner, and take such Oaths, before such Officers (whom We do hereby authorize to administer the same) and shall have the like Powers, Authorities and Privileges, within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, and the Limits thereof, and the Factories subordinate thereunto, to all Intents and Purposes, as is or are herein before appointed, directed or ordained, concerning the Sheriff of the said Town of *Madraspatnam*.

AND

AND Our further Will and Pleasure is, and We do, by these Presents, for Us, Our Heirs and Successors, ordain, direct and appoint, that, upon Complaint to be made in Writing, to the said Mayor's Court, at *Calcutta*, at *Fort William*, in *Bengal*, by, for, or on the Behalf of any Person or Persons, against any other Person or Persons whatsoever, then residing or being, or who, at the Time when such Cause of Action did or shall accrue, did or shall reside, or be within the said Town of *Calcutta*, at *Fort William*, in *Bengal*, or the Precincts, Districts or Territories thereof, of any of the Causes of Suit aforesaid, already accrued, or which shall or may hereafter accrue (unless the same shall be between the Indian Natives only, or unless such Cause of Action shall not exceed the Value of Five Pagodas) the said Court shall and may issue a Summons in Writing, under the Hands and Seals of Two of the Judges of the said Court (whereof the Mayor, for the Time being, or, in his Absence, the Senior Alderman, then residing within the same Town or Factory, to be One) unless such Mayor, or Senior Alderman, shall be Party or Parties in such Action or Suit; and in that case under the Hands and Seals of any other Two of the Judges of the said Court, to be directed to the Sheriff of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, for the Time being, requiring such Appearance of the Defendant or Defendants therein named; and, in Default of such Appearance, shall and may issue the like Warrant, under the Hands and Seals of the like Judges, directed to the Sheriff of the said Town of *Calcutta*, at *Fort William*, in *Bengal*, for the Time being, to take and bring the Body and Bodies of such Defendant or Defendants, before the said Court, at such Times as is or are herein before respectively appointed, or directed, touching or relating to the issuing of Summons or Warrants, upon the Complaint, or at the Suit of any Complainant, against any Defendant in the said Mayor's Court, at *Madraspatnam*: And We do further give and grant, and, by these Presents, ordain and appoint, that the said Mayor's Court of *Calcutta*, at *Fort William*, in *Bengal*, shall and may, in case of an Appearance, or an Arrest, of the Body or Bodies of such Defendant or Defendants, let such Defendant

Defendant or Defendants out to Bail, upon such Security, so to be taken, upon such Conditions, and for such Purposes: And, in Default thereof, to hold such Defendant or Defendants in such Custody, and for such Time, and in such Manner, as is herein before appointed concerning the same, to be done and performed, by the said Mayor's Court, of *Madraspatnam* aforesaid, or the Officers thereof; and after such Bail found, or in case the Defendant or Defendants be detained in Custody, for Want of such Bail, We do hereby, for Us, Our Heirs and Successors, ordain, direct and authorize, the said Mayor's Court, at *Calcutta*, at *Fort William* in *Bengal*, so and in such Manner, to proceed to the Examination of the Matter of Complaint, and so to give Sentence and Judgment, and to award such Executions, directed to such Sheriff, and generally to proceed, act and do, in all Things relating to the administering or executing of Justice, in all Civil Causes, Suits or Pleas, to be commenced or depending, in the said Mayor's Court, of *Calcutta*, at *Fort William*, in *Bengal*, by and with such Rules, Regulations, Powers and Authorities, and under such Limitations and Restrictions, and subject to such Appeal to the Governor, or President and Council, of *Fort William*, in *Bengal* (whom We do, in like Manner, authorize to hear and determine the same) and to Us, Our Heirs and Successors, in Council, as are herein before given, granted, ordained or appointed, to be done, exercised, executed, held or enjoyed, by the said Mayor's Court, herein before appointed and established, at *Madraspatnam*, in such ample and beneficial Manner as if the same were herein again repeated: And We do also hereby ordain, direct and command, that the Governor, or President and Council, of *Fort William*, in *Bengal*, shall execute, or cause to be executed, the Judgments, Sentences and Orders, of Us, Our Heirs and Successors, and of the said Governor, or President and Council, made upon such Appeals, in such Cases, and in like Manner, as We have herein before commanded the Governor, or President and Council, of *Fort St. George* aforesaid, to do, in respect of Judgments, Sentences and Orders, made on Appeals, from the Mayor's Court of *Madraspatnam* aforesaid.

AND

Accountant
General;

AND We do further will and ordain, that there shall be an Accountant General, at *Calcutta*, at *Fort William*, in *Bengal*, and that the Suitors Money and Effects shall be deposited with the Governor, or President and Council there, and for which the said Company shall be answerable to the Suitors of the said Court, in like Manner as for the Money paid in, by Order of the Mayor's Court of *Madraspatnam* aforesaid; and that there shall be, at *Calcutta* aforesaid, such Court of Request, for determining of all Actions and Suits, not exceeding the Value of Five Pagodas, to be appointed in like Manner, and for the like Purposes, as are before directed, appointed and established, at *Madraspatnam* aforesaid.

Court of Re-
quest,

Justices of the
Peace, and
Commis-
sioners of
Oyer and
Terminer,
and Gaol De-
livery.

AND We do further, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, direct, establish and appoint, that the Governor, or President and Council, of *Fort William*, in *Bengal* aforesaid, for the Time being, shall be Justices of the Peace, and have Power to act as Justices of the Peace, and as Commissioners of Oyer and Terminer, and General Gaol Delivery; and that they, or any Three or more of them (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing at *Fort William* aforesaid, to be One) shall and may hold Sessions of the Peace, and of Oyer and Terminer, and Gaol Delivery respectively, in and for the said Town or Factory of *Calcutta*, at *Fort William* in *Bengal*, and other the Factories subordinate thereto, and do all such other Acts as Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, with such Powers, Jurisdictions and Authorities, and under such Regulations and Restrictions, as are herein before given, granted, limited and appointed, concerning Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, for the said Town of *Madraspatnam*.

AND

AND We do hereby will and declare, that no Proceedings, which, at the Time of the Arrival of this Our Charter, shall be depending, before the Mayor's Court, at *Calcutta*, at *Fort William*, in *Bengal*, or before Our Justices of the Peace, at their Quarter-Sessions, or before Our Commissioners of Oyer and Terminer, and Gaol Delivery, at *Fort William* aforesaid, shall be any ways abated, or discontinued thereby, but shall be proceeded upon, under this Our Charter, in the same Manner, to all Intents and Purposes, as if all and every such Proceedings had been had and commenced under the same, and by Virtue thereof.

Proceedings
already begun
not to abate.

AND We do, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, by these Presents, full Power and Authority, from Time to Time, to name and appoint such Person and Persons as they shall think fit, to be General or Generals, of all the Forces by Sea and Land, of or belonging to the Town, Limits and Factories, in *Bengal* aforesaid, and to constitute and appoint such Commanders and Military Officers, for such Purposes; and such General or Generals, and other Officers, or any of them, at the Pleasure of the said Company to amove, in such Manner and Form as is or are herein before directed, ordained or established, concerning the appointing or amoving the Generals, Commanders, or Military Officers, of *Madraspatnam*, and the Towns, Places and Dependencies, of *Fort St. George*.

Generals, &c.
for Bengal.

AND Our further Will and Pleasure is, that it shall and may be lawful, to and for the said General or Generals, of the Forces by Sea and Land, of or belonging to the Towns, Limits and Factory of *Calcutta*, or *Fort William* aforesaid; and all and every such Commander and Military Officers, according to his and their respective Commissions and Instructions, to assemble, exercise in Arms, Military Array, and put in warlike Posture the Inhabitants of the said Town,

To repel In-
vasions, &c.

Town, Factory and Limits of *Calcutta*, and *Fort William* aforesaid, for their Defence and Safety; and to lead and conduct them, and to encounter, expel and resist, by Force of Arms; and also to kill, slay and destroy, all such Persons as shall or may, in an hostile Manner, attempt or enterprise the Destruction, Invasion, Detriment or Annoyance, of any of Our Subjects, within the said Town, Factory or Limits, or any of their Servants, or Persons dealing with them; and in Time of War, or open Hostility, to use and exercise Martial Discipline, and the Law Martial, in such Cases as Occasion shall necessarily require, and may legally be done; and to take and surprise all and every such Person or Persons, with their Ships, Armour, Ammunition and other Goods, as shall, in hostile Manner, invade, or attempt the defeating, or Destruction of the said Towns or Factories, or the Hurt of any of Our Subjects inhabiting there, or within the Limits aforesaid, or any of his or their Servants, or Persons employed by them, and, upon just Cause, to invade and destroy the Enemies of the same.

The Presidents and Councils of Madras, Bombay, and Fort William, and also the Court of Directors of the Company, may make By-Laws, Rules and Ordinances, for the Government of the several Corporations and Courts, and impose Penalties on Offenders.

AND whereas it may be necessary, that certain By-Laws and Ordinances should hereafter be made, for the better Government and Regulation of the several Corporations and Courts, hereby erected; and it is reasonable, that the Power of making such By-Laws, and Ordinances, should be subject to the Direction and Control of The said *United Company of Merchants of England, Trading to the East-Indies*, We do hereby, of Our more abundant Grace, for Us, Our Heirs and Successors, give and grant, unto The said *United Company*, and their Successors, and do, by these Presents, for Us, Our Heirs and Successors, will, ordain and direct, that it shall and may be lawful, to and for the respective Governors, or Presidents and Councils, of the several Towns and Factories of *Madraspatnam*, *Bombay*, and *Fort William*, in *Bengal*, for the Time being, respectively (whereof the Governor or President, or, in his Absence, the Senior of the Council, then residing in each respective Factory, to be One) and also for the Court of Directors of The said *United Company*, for the Time

Time being, or the major Part of them, at any Meeting of such Court of Directors, to be held upon reasonable Notice to be given thereof, from Time to Time, to make, constitute and ordain, By-Laws, Rules and Ordinances, for the good Government and Regulation of the several Corporations and Courts, hereby erected, and of the Inhabitants of the several Towns, Places and Factories aforesaid, respectively, and to impose reasonable Pains and Penalties upon all Persons offending against the same, or any of them: Provided that all such By-Laws, Rules and Ordinances, and all Pains and Penalties, thereby to be imposed, be agreeable to Reason, and not contrary to the Laws and Statutes of this Realm: Provided also, that no such By-Law, Rule or Ordinance, made by the Governor, or President and Council, of either of the said Towns or Factories, shall be put in Execution, or have any Force or Effect whatsoever, until the same shall have been approved and confirmed, by Order, in Writing, of the said Court of Directors, or the major Part of them.

But those of the Presidents and Councils to have no Force, till confirmed by the Court of Directors.

AND We, of Our especial Grace, certain Knowledge and mere Motion, have given and granted, and, by these Presents, for Us, Our Heirs and Successors, do give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, for ever, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money whatsoever, as have already been, or shall hereafter be ordered, charged, adjudged, set or imposed, upon any Person or Persons whatsoever, in or by the said respective Courts, or by the said Justices of the Peace, Commissioners of Oyer and Terminer, or Gaol Delivery, or any of them, or otherwise howsoever, by Virtue or in pursuance of the Powers, Grants, Privileges or Authorities, in the said former Letters Patents, or in these Presents, mentioned or contained, upon any Person or Persons, for or by reason of any Contempts, Misdemeanors or Offences whatsoever, to have, hold, receive, levy, sue for, recover and enjoy the same, to The said *United Company*, and their Successors, for ever, in as large and ample Manner, to all Intents and Purposes, as We, Our Heirs or Successors, could or might have had, held,

The King grants to the Company all Fines, &c. imposed by the Courts of Justice, &c.

received,

received, levied, sued for, recovered and enjoyed the same, if these Presents had not been made, without any Account, or any other Matter or Thing, to be rendered or paid for the same, unto Us, Our Heirs or Successors.

With Power
to sue for and
recover the
same.

AND We do hereby, for Us, Our Heirs and Successors, give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, full Power and Authority to sue for, recover and levy, all and every the said Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, by any Action or Actions of Debt, to be brought in any of Our said Mayor's Courts respectively, or by such other Suits, Actions, Ways, Means and Proceedings, as may be lawfully had, and prosecuted, in Our said respective Courts, in their Corporate Names, or by any other lawful Ways or Means, either in the Name of Us, Our Heirs or Successors, or of The said *United Company of Merchants, Trading to the East-Indies*, or their Successors; and to collect, take, seize and levy, the said Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, in and by these Presents granted, or mentioned to be granted, from Time to Time, by the proper Officers and Ministers of The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, to the only proper Use and Behoof of them, and their Successors, without any Writ, Warrant or other Process, out of the Exchequer of Us, Our Heirs or Successors, or any other Court or Courts of Us, Our Heirs and Successors, whatsoever and wheresoever, to be had and obtained in that Behalf, any Usage or Custom to the contrary thereof in any wise notwithstanding.

And to pay
the Amount
to the Com-
pany.

AND We do hereby, for Us, Our Heirs and Successors, direct, authorize and command, the Mayor and Aldermen, and the Governor, or President and Council, of the respective Places before mentioned, the said respective Courts of Record, Justices of the Peace, Commissioners of Oyer and Terminer, and Gaol Delivery, now and for the Time being, and all other Our Officers and Ministers, and others therein concerned respectively, by Virtue of these Our

Letters

Letters Patents, to cause to be paid over to The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, from Time to Time, all such Fines, Amerciaments, Forfeitures, Penalties and Sums of Money, as shall be set or imposed upon any Person or Persons as aforesaid, and shall be paid or satisfied by such Person or Persons, or recovered and levied by any of the Ways and Means before mentioned: And We do, by these Presents, for Us, Our Heirs and Successors, declare and grant, that such Payments, so to be made, shall be as full and sufficient a Discharge, to all Intents and Purposes, to the said Mayor and Aldermen, the said Governor, or President and Council, of each of the said Places, the said Justices of the Peace, and the said Commissioners of Oyer and Terminer, and Gaol Delivery, and the said respective Officers and Ministers, and all and every other Person and Persons, as if such Payment had been made to Us, Our Heirs and Successors, at the Receipt of Our or their Exchequer.

AND whereas it frequently happens, that the Effects and Estates of Persons dying in the *East-Indies*, or Parts aforesaid, are wasted and embezzled, and their Debts contracted there remain unpaid, for Want of a proper Authority vested in some Person or Persons, residing in the *East-Indies*, or Parts aforesaid, to take care of the same; for the preventing of which Mischief, We do hereby, for Us, Our Heirs and Successors, give and grant, unto the said Company and their Successors, and do, by these Presents, ordain, establish and appoint, that where any Person shall die, within the said Town of *Madraspatnam*, or *Fort St. George*, or the Limits thereof, or any of the Factories subordinate to *Fort St. George* aforesaid, the said Town of *Bombay*, in the Island of *Bombay*, or the Limits thereof, or the Factories subordinate thereto, or the said Town of *Calcutta*, at *Fort William*, in *Bengal*, or the Limits or Districts of the same, or the Factories subordinate thereto; and shall by his Will appoint any Person or Persons, residing within the Towns, or the Limits thereof, or the Factories aforesaid, to be

The Mayor's
Courts em-
powered to
grant Probats
of Wills, and
Letters of Ad-
ministration.

be his Executor or Executors, that in such Case the Mayor's Court, within the District or Jurisdiction whereof such Person shall happen to die, upon Proof made of the due Execution of the said Will, shall, and they are hereby authorized to grant Probat of the said Will, under the Seal of the said Court (which We authorize them to use, for this and other necessary Purposes) whereby the Person or Persons, so named Executor or Executors, shall have full Power, and ample Authority, to act as Executor or Executors, as touching the Debts and Estate of his, her, or their Testator, within the Limits of Trade granted to the said Company; and where any Person shall die, within any of the said Towns, or Factories, or the Limits thereof, Intestate, or not having appointed some Person or Persons to be his Executor or Executors, residing within the said Towns, or Factories, or the Limits thereof, that, in either of these Cases, the said Mayor's Court (within the Jurisdiction whereof such Person shall happen to die) shall, and the same is hereby empowered, to grant Letters of Administration, or Letters of Administration with an authentick Copy of the Will annexed, determinable upon any Executor, named in such Will, appearing in the said Court, and praying Probat thereof, as touching the Debts and Estate of such Person dying Intestate, or not naming such Executor as aforesaid, that shall be, or arise, within the Limits of Trade granted to the said Company, to such Person or Persons, then residing within the Jurisdiction of the said Court, as shall be next of Kin to the Person so dying; and in case no such Person shall be then residing within the Jurisdiction of the said Court, then to the principal Creditor of the Person so dying; and for Want of any Creditor appearing, then to such other Person or Persons as shall be thought proper by the said Court, every such Person or Persons, to whom Administration shall be granted, first giving Security, by Bond, with Two or more able Sureties (Respect being had to the Value of the Estate) to the Mayor of the said Town or Factory, with Condition in Manner and Form following, *mutatis mutandis* (to wit)

THE

THE Condition of this Obligation is such, that if the above-bounden A. B. ^{The Administrator's Bond.} Administrator of the Goods, Chattels and Credits, of C. D. deceased, do make, or cause to be made, a true and perfect Inventory of all and singular the Goods, Chattels and Credits, of the said deceased, which have or shall come to the Hands, Possession, or Knowledge of him, the said A. B. or to the Hands or Possession of any other Person or Persons for him, and the same, so made, do exhibit, or cause to be exhibited, into the Mayor's Court of ^{at or} before the ^{next ensuing,} Day of ^{and} and the same Goods, Chattels and Credits, and all other the Goods, Chattels and Credits, of the said deceased, at the Time of his Death, or which, at any Time after, shall come to the Hands or Possession of the said A. B. or into the Hands and Possession of any other Person or Persons for him do well and truly administer according to Law; and further do make, or cause to be made, a true and just Account of his said Administration, at or before the Day of ^{and} and all the Rest and Residue of the said Goods, Chattels and Credits, which shall be found remaining upon the said Administrator's Account, the same being first examined and allowed of by the Judges, for the Time being, of the said Court, shall deliver, and pay unto such Person or Persons respectively, as shall be lawfully entitled to such Residue; then this Obligation to be void, and of none Effect, or else to remain in full Force and Virtue.

AND it is Our Will and Pleasure, that such Person or Persons, to whom Administration shall be so granted, shall and may act, in all Respects, as Administrator or Administrators, touching the Debts, Effects and Estate, of such Person or Persons, to whom he or she shall take out Administration as aforesaid, which shall be or arise within the said Limits of Trade. ^{Administrators, giving Bond, may act.}

AND we do further will and direct, by these Presents, that each Person, who is nominated, appointed, or elected to be Mayor, or One of the Aldermen of ^{Every Mayor and Alderman, before} any

he enters upon his Office, to take an Oath duly to execute the Office of One of the Judges of the said Court.

No Person to be capable of any of the Offices before mentioned, till he hath taken the Oath of Allegiance.

If the Company remove the Seat of their Presidency, from any of the said principal Settlements, to any subordinate Place, the like Jurisdictions, &c. to be continued at such new Seat of the Presidency and its Dependencies, as are before granted in respect to such principal Settlement.

any of the said Towns of *Madraspatnam*, at *Port St. George*, or of *Bombay*, or *Calcutta*, at *Fort William*, in *Bengal*, shall, before he enters upon the Execution of his said Office, take an Oath, in the most solemn Manner, before the Governor or President, or, in his Absence, before any Two of the Council of such Town or Factory, whereof such Person is or shall be appointed, or elected Mayor or Alderman (whom We hereby authorize and empower to administer such Oath) that he will, to the best of his Skill, duly and justly execute the Office of One of the Judges of the said Court, and impartially administer Justice, in every Cause, Matter or Thing, that shall come before him: Provided always, that no Person or Persons shall be capable of any of the Offices herein before mentioned, until he or they shall have taken the Oath of Allegiance, to Us, Our Heirs and Successors; which Oath We do hereby empower the said respective Governors or Presidents, or, in their Absence, the Two Senior of the Council, then residing within the said respective Towns or Factories, to administer: Provided always, and We do, for Us, Our Heirs and Successors, will and declare, that if The said *United Company* shall at any Time hereafter, for the Convenience of their Trade, or otherwise, think fit to remove the Seat of their Presidency, from their principal Settlements of *Fort St. George*, and the said Town of *Madraspatnam*, or *Bombay*, in the Island of *Pombay*, or *Calcutta*, at *Fort William*, in *Bengal*, to any other Place subordinate to the said principal Settlements respectively, and shall declare the same to be the Seat of their Presidency, or principal Settlement, in the Place or Stead of such other principal Settlement, then, and in every such case, it shall and may be lawful, to and for The said *United Company* to hold, use, exercise and enjoy, a Mayor's Court and Court of Request; and the said Company's Governor, or President and Council, shall continue to be Our Justices of the Peace, and Commissioners of Oyer and Terminer, and Gaol Delivery, at such other Place; and the said Mayor and Aldermen, and Commissioners of the said Court of Request, shall be chosen, out of the Inhabitants of such other Place as they are hereby directed to be chosen, out of the Inhabitants of the aforesaid Places,

or

or principal Settlements; and they, and every of them, shall continue, use, exercise and enjoy, all and every the like Jurisdictions, Privileges, Powers and Authorities whatsoever, at such other Places, and the Places, Districts and Factories, which shall be subordinate and dependent thereon respectively, as are herein before granted unto them, in the aforesaid principal Settlements; and in such Cases, all and every such Court shall bear the Name or Stile of the Place, which shall be so appointed the Seat of the said Company's Presidency, or their principal Settlement, instead of such of the said principal Settlements now being, from which the Seat of the said Company's Presidency shall be so removed as aforesaid.

And Our further Will and Pleasure is, and We do hereby, for Ourselves, Our Heirs and Successors, declare and ordain, that if, by any Accident whatsoever, The said *United Company* shall at any Time hereafter, by any Ways or Means whatsoever, lose for a Time the Possession of any of their aforesaid principal Settlements, or any other Settlement or Settlements, which they may hereafter make, or declare, to be a principal Settlement, or principal Settlements, whereby the Proceedings of the said respective Courts, hereby created, or the Election of the Officers, hereby directed to be elected and chosen, may be suspended or delayed, and the Possession of such principal Settlement, or Settlements, or other Place, shall afterwards be restored to the said Company, in every such Case, and as often as the same shall happen, the same shall not be deemed, or construed, to be a Dissolution of any such Corporation or Court: And it shall and may be lawful, to and for the *Court of Directors* of The said *United Company*, or the major Part of them, at such Time, after such Place or Places shall be restored, as shall be most convenient for them, to nominate and appoint all such Officers, as, by these Presents, are appointed to continue in their respective Offices, until such Time as others are, by these Presents, appointed to be chosen; and that the Persons, so to be appointed and chosen, shall, at such respective Places, have, use, hold, exercise and enjoy, all and every the same Jurisdictions,

If the Company should for a Time lose the Possession of any principal Settlement, whereby the Election of Officers should be suspended, and such Settlement should afterwards be restored to the Company, the same not to be construed a Dissolution of any such Corporation; and the Court of Directors may nominate Officers to continue till such Time as others are hereby appointed to be chosen.

Reservation
of Power, upon
Application
of the Court
of Directors,
to revoke or
alter these
Presents, and
to grant new
or other
Powers.

Jurisdictions, Powers and Authorities whatsoever, as might have been exercised and enjoyed, at such Place and Places, if The said *United Company* had never lost the Possession thereof: Provided always, and We do hereby reserve, unto Ourselves, Our Heirs and Successors, full Power and Authority, upon any Application, to Us for that Purpose, made by the *Court of Directors* of The said *United Company*, or the major Part of them, to revoke, vary, alter, annul and make void, these Presents, and every Matter, Clause and Thing therein contained; and to make and grant unto the said Company, and their Successors, such new, further or other Powers, and Authorities, as We, Our Heirs or Successors, shall in that Behalf think fit.

The Letters
Patents, or the
Enrolment
thereof, to be
effectual, not-
withstanding
any Mis-reci-
tal, &c.

AND We do, for Us, Our Heirs and Successors, grant and declare, that these Our Letters Patents, or the Enrolment thereof, shall be, in and by all Things, valid and effectual in the Law, according to the true Intent and Meaning of the same, and shall be taken, construed and adjudged, in the most favourable and beneficial Sense, for the best Advantage of the said Company, as well in Our Courts of Record as elsewhere, notwithstanding any Non-recital, Mis-recital, Defect, Incertainty or Imperfection, in these Our Letters Patents.

8th January,
26th Year of
the Reign.

IN Witness whereof, We have caused these Our Letters to be made Patents. Witness Ourselves, at *Westminster*, the Eighth Day of *January*, in the Twenty-sixth Year of Our Reign.

By Writ of Privy Seal.

C C C K S.

LETTERS PATENTS,

GRANTED TO THE

United Company of Merchants of *England*,
Trading to the *East-Indies*,

Bearing Date the Nineteenth of *September*, in the Thirty-
first Year of the Reign of *GEORGE II.*

Anno Domini, One Thousand Seven Hundred and Fifty-seven.

GEORGE the Second, by the Grace of God, of *Great-Britain, France, and Ireland*, King, Defender of the Faith, &c. To all to whom these Presents shall come, Greeting: Whereas Application has been made to Us, on Behalf of The *United Company of Merchants of England, Trading to the East-Indies*, representing that they have been obliged to commence Hostilities in the *East-Indies*, against the Nabob of *Bengal*, for the Recovery of the Town and Settlement of *Calcutta*, taken from the said Company, by the Forces of the said Nabob, without any just or lawful Pretence, contrary to good Faith and Amity, and of the Goods and valuable Commodities belonging to the said Company, and to many Persons trading or residing within the Limits of the said Settlement; and that the Officers and Agents of the said Company, at *Fort St. George*, have concerted a Plan of Operations with Vice-Admiral *Watson*, and others, the Commanders of Our Fleet employed in those Parts, for regaining the said Town and Settlement, and the said Goods and valuable Commodities, and obtaining adequate

Recital, that
the Company
have been ob-
liged to
commence
Hostilities,
against the
Nabob of
Bengal;

and have con-
certed a Plan
of Opera-
tions, with the
King's Of-
ficers;

and agreed, that One Moiety of Plunder shall be for the Captors, and the other reserved for the King's Pleasure.

adequate Satisfaction for their Losses; and that it has been agreed between the Officers of the said Company, on the One Part, and Our said Vice-Admiral and Commanders on board Our said Fleet, on the other Part, assembled in a Council of War, that One Moiety of all Plunder and Booty, which shall be taken from the *Moors*, be set apart for the Use of the Captors, and that the other Moiety thereof shall be deposited, till Our Royal Pleasure be known.

Grant of the reserved Moiety to the Company;

except what may have been taken from any of the King's Subjects, which is to be restored to the Owner, on Payment of Salvage.

And whereas the said Company have humbly besought Us, in Compensation for the great Damage which they have sustained, and of their great Expenses in fitting out and preparing an Expedition, for the Purposes before recited, that We would be graciously pleased to grant to the said Company, and their Successors, all that One Moiety, or Part of the Plunder and Booty, agreed to be deposited as aforesaid; We being willing and desirous, in Consideration of the Premises, to condescend to their Request: Know ye therefore, that We, of Our especial Grace, certain Knowledge and mere Motion, have given and granted, and, by these Presents, do give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, all that One Moiety of all the Booty or Plunder, Ships, Vessels, Goods, Merchandizes, Treasure and other Things whatsoever, which, in pursuance of the said Plan of Operations, concerted as aforesaid, have been or shall be taken, or seized, from the said Nabob of *Bengal*, or any of the Forces employed by him, or on his Behalf, or from any of his Subjects, Allies or Adherents; excepting nevertheless, and always reserving, out of this Our Grant, all such Ships, Vessels, Goods, Merchandizes, Treasure and other Things whatsoever, which have been forcibly taken or detained by the Enemy, from any Our Subjects, or others trading, or residing, within the Limits of the said Town and Settlement of *Calcutta*, or in any Manner, under Our Protection, and which have been or shall be retaken, in consequence of the Plan of Operations, and of the said Expedition, it being agreeable to Justice and Equity, and to Our Royal Purpose, that the same should be restored to the original Owners thereof respectively (as far as may

may be) on Payment of reasonable Salvage, to have and to hold the said One Moiety of all the Premises, herein before granted (except as is herein before excepted) unto The said *United Company of Merchants of England, Trading to the East-Indies*, and their Successors, to their own proper Use and Benefit.

In Witness whereof, We have caused these Our Letters to be made Patents. Witness Ourselves, at *Westminster*, the Nineteenth Day of *September*, in the Thirty-first Year of Our Reign. 19th September, 31st Year of the Reign.

By Writ of Privy Seal.

C D C K S.

LETTERS PATENTS,

GRANTED TO THE

United Company of Merchants of *England*,

Trading to the *East-Indies*,

Bearing Date the Fourteenth of *January*, in the Thirty-

first Year of the Reign of *GEORGE II.*

Anno Domini, One Thousand Seven Hundred and Fifty-eight.

Recital of the
Company's
Power to send
Ships of War,
and to have a
Military
Force, and to
make Peace
or War, in
India.

GEORGE the Second, by the Grace of God, of *Great-Britain, France, and Ireland*, King, Defender of the Faith, &c. To all to whom these Presents shall come, Greeting: Whereas by Virtue of several Charters or Letters Patents, heretofore granted, by divers of Our Royal Predecessors, to different Companies of Merchants of *London*, and of *England*, trading to the *East-Indies*, which have formerly been incorporated, such former Companies have had Power to send Ships of War to their Settlements, in the *East-Indies*, to raise and keep a Military Force, and to make Peace or War with any Princes or People, not *Christians*, in any Places of their Trade; and also to right and recompence themselves upon the Goods, Estate or People of those Parts, by whom they should sustain any Injury, Loss or Damage, or upon any other People that should any way interrupt, wrong or injure them in their Trade, within the Limits of their Charters.

AND

(461)

AND whereas by Virtue of a Charter, or Letters Patents, granted by Our Royal Predecessor, King *William* the Third, of glorious Memory, bearing Date, at *Westminster*, the Fifth Day of *September*, in the Tenth Year of His Reign; and by Virtue of Our Royal Charter or Letters Patents, under the Great Seal of *Great-Britain*, bearing Date, at *Westminster*, the Eighth Day of *January*, in the Twenty-sixth Year of Our Reign, The *United Company of Merchants of England, Trading to the East-Indies*, have Power to raise and maintain such a Body of standing Forces, at their several Settlements in the *East-Indies*, and such a Number of Seamen, and Ships of Defence, as shall be necessary for the Safeguard and Defence of the same; and to take and surprise all and every Person and Persons, with their Ships, Armour, and Ammunition, and other Goods, as shall, in an hostile Manner, invade, or attempt the defeating or Destruction of The said *United Company's* Settlements, or Our Subjects inhabiting therein, and, upon just Cause, to invade and destroy the Enemies of the same.

AND whereas many Troubles have of late Years arisen in the *East-Indies*, and The said *United Company* have been obliged, at very great Expence, to carry on War in those Parts, against the *French*, and likewise against the Nabob of *Bengal*, and other Princes or Governments in *India*, and some of the Territories and Possessions, Goods, Merchandizes, Treasure and other Things, belonging to The said *United Company*, in *India*, having been taken from them, by the said Nabob of *Bengal*, have been since retaken by the Ships of War, and Forces maintained, raised and paid, by The said *United Company*, in Conjunction with some of Our Royal Ships of War and Forces, which We have been graciously pleased to send to the *East-Indies*, for the Defence and Assistance of The said *United Company*, against their Enemies, and other Territories, or Districts, Goods, Merchandizes and Effects, have been conquered, and taken from some of the said Princes, or Governments, in *India*, at Variance with The said *United Company*, by the Ships and Forces of The said *United Company* alone.

6 A

AND

Recital of
Charters of
the 5th Sep-
tember, 10th
Year of Wil-
liam III. and
8th of Janu-
ary, 26th of
George II.

Booty and
Plunder,
taken in War,
granted to the
Company.

AND whereas it is expedient for The said *United Company*, in order to enable them to support the great Burden and Expence of the War, they are now engaged in, and of such Wars as they may hereafter have with any of their or of Our Enemies in *India*; and the better to enable them, from Time to Time, to make Peace, on Terms advantageous to their Trade, that We should make them such Grant, and give them such Powers, as herein after are contained: Now know ye, that We well weighing how highly it imports the Honour and Welfare of this Our Realm, and Our good Subjects thereof, that all fitting Assistance and Encouragement should be given to The said *United Company*; and in performance of divers Covenants, between Our Royal Predecessors and the said Company, for granting them all such further reasonable Powers and Privileges as may be adviseable, for the better Support and Improvement of their Trade, have, of Our especial Grace, certain Knowledge and mere Motion, given and granted, and, by these Presents, for Us, Our Heirs and Successors, do give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, their Successors and Assigns, all such Booty or Plunder, Ships, Vessels, Goods, Merchandizes, Treasure and other Things whatsoever, which, since Our Royal Letters Patents of the Nineteenth Day of September last past, have been or shall be taken, or seized from any of the Enemies of the said Company, or any of Our Enemies in the *East-Indies*, by any Ships or Forces of the said Company, employed by them, or on their Behalf, within any Places or Limits of their Trade, prescribed to them, by any of the Charters granted by Us, or any of Our Royal Predecessors: Provided always, that the said Plunder, or Booty as aforesaid, be taken or seized, during Wars or Hostilities begun and carried on, in order to right and recompence the said Company, upon the Goods, Estate or People of those Parts, from whom they shall sustain, or shall have just and well grounded Cause to fear any Injury, Loss or Damage, or upon any their People, who shall interrupt, wrong or injure them, in their said Trade, within the Limits of their said Charters, or who shall, in an hostile

hostile Manner, invade or attempt to weaken or destroy the Settlements of the said Company, or to injure Our Subjects, or others trading or residing within the said Settlements, or, in any Manner, under Our Protection, within the said Places or Limits: And further, provided always, that the Booty, or Plunder as aforesaid, be taken in Wars, Hostilities or Expeditions, begun, carried on and completed, by the Forces raised and paid by the said Company alone, or by the Ships employed at their sole Expence, saving Our Prerogative Royal, to distribute the said Plunder or Booty, in such Manner and Proportions as We shall think fit, in all Cases where any of the Forces, by Land or Sea, of Us, Our Heirs and Successors, shall be appointed and commanded to act, in Conjunction with the Ships or Forces of the said Company: And excepting always, out of this Our Grant, all such Ships, Vessels, Goods, Merchandizes, Treasure and other Things whatsoever, which have been, or shall be forcibly taken, or detained, by the Enemy, from any of Our Subjects, or others, trading or residing within the Places or Limits aforesaid, under Our Protection; and which have been, or shall be retaken, in consequence of any Wars, Hostilities, or Expeditions as aforesaid, it being agreeable to Justice and Equity, and to Our Royal Purpose, that the same shall be restored to the original Owners respectively, as far as may be, on Payment of reasonable Salvage.

AND further, We have, of Our like especial Grace, certain Knowledge and mere Motion, given and granted, and, by these Presents, for Us, Our Heirs and Successors, do give and grant, unto The said *United Company of Merchants of England, Trading to the East-Indies*, their Successors and Assigns, that they, The said *United Company*, their Successors and Assigns, shall and may, by any Treaty or Treaties of Peace, made or to be made between them, or any of their Officers, Servants or Agents, employed on their Behalf, and any of the Indian Princes or Governments, cede, restore, or dispose of any Fortresses, Districts or Territories, acquired by Conquest, from any of the said Indian Princes or Governments, during the late Troubles between the said Company and the Nabob

Fortresses,
&c. acquired
by Conquest,
may be dis-
posed of by
the Company.

Nabon of *Bengal*, or which shall be acquired, by Conquest, in Time coming: Provided always, that the said Company shall not have any Power or Authority whatsoever to cede, restore or dispose of any Settlements, Fortresses, Districts or Territories, conquered from the Subjects of any *European* Power, without the especial Licence and Approbation of Us, Our Heirs and Successors.

Charter to be taken in the most favourable Sense.

AND We do for Us, Our Heirs and Successors, grant and declare, that these Our Letters Patents, or the Enrolment thereof, shall be, in and by all Things, valid and effectual in the Law, according to the true Intent and Meaning of the same; and shall be taken, construed and adjudged in the most favourable Sense, for the best Advantage of the said Company, as well in Our Courts of Record as elsewhere, notwithstanding any Non-recital, Mis-recital, Defect, Incertainty or Imperfection, in these Our Letters Patents.

14th January,
3rd Year of
the Reign.

In Witness whereof, We have caused these Our Letters to be made Patents. Witness Ourself, at *Westminster*, the Fourteenth Day of *January*, in the Thirty-first Year of Our Reign.

By Writ of Privy Seal.

COCK S.

L I S T
OF THE SEVERAL
CHARTERS,
OR
LETTER PATENTS, &c.
GRANTED TO THE
EAST-INDIA COMPANY,
From the First Establishment thereof, in 1601,
Which are printed in this Collection.

A. D.	A. Regni	Die & Men.		Page
1601	43 Elizabeth	31 Dec.	A Charter or Letters Patents of a special Incorporation of Merchants, by the Name of The Governor and Company of Merchants of London, Trading into the East-Indies, with divers Privileges, to them and their Successors, for 15 Years from Christmas	3
1609	7 James I.	31 May.	A Charter or Letters Patents of Incorporation, to the said Governor and Company, with divers Privileges, to them and their Successors for ever	27
1661	13 Charles II.	3 April.	A Charter or Letters Patents to the Governor and Company, of divers Privileges, to them and their Successors	54

A. D.	A. Reg.	Die&Men.	Page.
1669	20 Charles II.	27 March	A Charter or Letters Patents of Grant, to the said Governor and Company, of all that Island and Port of <i>Bombay</i> , to them and their Successors 80
1674	25 Charles II.	16 Dec.	A Charter or Letters Patents of Grant, to the said Governor and Company, of all that Island of <i>St. Helena</i> , to them and their Successors 96
1677	28 Charles II.	5 Oct.	A Charter or Letters Patents to the said Governor and Company, of Confirmation of their Privileges 108
1683	35 Charles II.	9 Aug.	A Charter or Letters Patents of Privileges, for the said Governor and Company, rendering their Charter of the 3d of April, 13th of his Reign, more effectual and compleat 116
1686	2 James II.	12 April	A Charter or Letters Patents of Confirmation, to the said Governor and Company, of their former Charters and Privileges 125
1693	5 William & Mary	7 Oct.	A Charter or Letters Patents of Confirmation, to the said Governor and Company, of their Privileges 141
1693	5 William & Mary	11 Nov.	A Charter or Letters Patents, prescribing Orders and Directions for the said Governor and Company 152
1694	6 William & Mary	28th Sep.	A Charter or Letters Patents, prescribing Orders and Directions for the said Governor and Company 169
1698	10 William III.	13 April	A Charter or Letters Patents, declaring what Number of Votes each Member of the said Company shall have, which is according to his or her Proportion of Stock 183

A. D.	A. Reg.	Die&M.	Page
1698	10 William III.	5 Sep.	A Charter or Letters Patents of Incorporation of Merchants, by the Name of the <i>English Company</i> , Trading to the East-Indies 188
1702	1 Anne	22 July	A Charter or Letters Patents of an Indenture Tripartite, between the Queen of the First Part; the Governor and Company of Merchants of London, Trading into the East-Indies, of the Second Part; and the English Company, Trading to the East-Indies, of the Third Part; thereby granting the said Two Companies Power to Trade with a Joint Stock, and divers other Privileges 243
1702	1 Anne	22 July	A Charter or Letters Patents of an Indenture Quinqué Partite, of Conveyance of the Dead Stock of the Two East-India Companies 316
1708	7 Anne	29 Sep.	The Earl of Godolphin's Award, between the Old and New East-India Companies 345
1709	8 Anne	22 April	A Charter or Letters Patents of Grant, to the English Company, Trading to the East-Indies, of all Debts and Sums of Money, due to the Governor and Company of Merchants of London, Trading into the East-Indies 359
1709	8 Anne	7 May	A Charter or Letters Patents of Acceptance of a Surrender, made by the Governor and Company of Merchants of London, Trading to the East-Indies, of their Charters, &c. 365
1726	13 George I.	24 Sep.	A Charter or Letters Patents of Grant, to the United Company of Merchants of England, Trading to the East-Indies, of Incorporation of Mayor and Aldermen, at Madraspatnam, at Bombay, and at Calcutta, with divers Privileges, to them and their Successors 368

A. D.	A. Reg. i	Die & Men.		Page
1727	1 George II.	17 Nov.	A Charter or Letters Patents of Grant, to the United Company, of all Fines, let upon any Persons, by Virtue of the said recited Charter	400
1753	26 George II.	8 Jan.	A Charter or Letters Patents of Grant, to the said United Company, of Incorporation of Mayor and Aldermen, Madraspatnam, at Bombay, and at Calcutta with divers Privileges, to and their Successors	400
1757	31 George II.	19 Sep.	A Charter or Letters Patents of Grants, to the said United Company, of Plunder and Booty	457
1758	31 George II.	14 Jan.	A Charter or Letters Patents of Grant, to the said United Company, of Plunder and Booty	460

L I S T OF THE SEVERAL C H A R T E R S,

L E T T E R S P A T E N T S, GRANTED TO THE E A S T - I N D I A C O M P A N Y,

Which are not printed in this Collection.

A. Regni	Die & Men.	
1 James I.	23 Feb.	A Charter or Letters Patents of License for the said Governor and Company, to transport £12000 of foreign Money
4 James I.	5 Jan.	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 of foreign Silver
5 James I.	8 Feb.	A Charter or Letters Patents of License for the said Governor and Company, to transport £20000 of foreign Silver

A. D.	A. Regni	Die & Men.	
1610	7 James I.	22 May	A Charter or Letters Patents of License for the said Governor and Company, to sell to other Merchants, Spices ungarbled, in whole Packs, to be by them transported in such whole Packs
1611	8 James I.	4 Dec.	A Charter or Letters Patents of Privilege, that neither the said Governor and Company, nor their Goods and Merchandizes, shall be hereafter sued, vexed, molested, or disquieted, in respect of their Trading, and divers other Privileges
1616	13 James I.	14 Dec.	A Charter or Letters Patent of Confirmation to the said Governor and Company, for transporting of foreign Silver, either as brought into the Kingdom, or new coined in the Mint, within the Tower of London, and divers other Privileges
1617	14 James I.	11 July	A Charter or Letters Patents of License to the said Governor and Company, to sell Spices ungarbled, in whole, with a Pardon for former Contempts concerning the same and License to transport foreign Bullion
1618	15 James I.	16 Jan.	A Charter or Letters Patents of License for the said Governor and Company, to transport foreign Bullion
1622	20 James I.	4 Feb.	A Charter or Letters Patents of Privilege for the said Governor and Company, to chastise and correct all English Persons residing in the East-Indies, and committing any Misdemeanor, either with Martial Law or otherwise
1624	22 James I.	11 Oct.	A Charter or Letters Patents of a Pardon to the said Governor and Company, for certain Offences; and a Grant unto them of such Sums of Money, and other Goods and Merchandizes, as did belong to the King

A. D.	A. Regni	Die & Men.	
1626	2 Charles I.	23 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 in foreign Gold
1626	2 Charles I.	17 Aug.	A Charter or Letters Patents to the said Governor and Company, empowering them to build Mills and Houses, for making into Gunpowder and such Saltpetre as they shall import
1626	2 Charles	13 Feb.	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 in foreign Gold
1626	2 Charles I.	22 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £20000 in foreign Gold or Silver
1627	3 Charles I.	18 Feb.	A Charter or Letters Patents of License for the said Governor and Company, to transport £60000 in foreign Gold, and in default thereof £40000 in English Gold
1628	4 Charles I.	24 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £60000 in foreign Gold
1629	5 Charles I.	10 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £8000 in foreign Gold
1629	5 Charles I.	17 Oct.	A Charter or Letters Patents of License for the said Governor and Company, to transport £10000 in English Gold
1630	6 Charles I.	9 Nov.	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 in foreign Gold

A. D.	A. Regni	Die & Men.	
1631	7 Charles I.	21 Nov.	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 in foreign Gold
1631	7 Charles I.	3 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £20000 in foreign Gold
1632	8 Charles I.	25 Sep.	A Charter or Letters Patents of License for the said Governor and Company, to transport £40000 in Gold
1633	9 Charles I.	8 Oct.	A Charter or Letters Patents of License for the said Governor and Company, to transport £40000 in foreign or English Gold
1634	10 Charles I.	1 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £20000 in Gold
1634	10 Charles I.	12 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £40000 in Gold
1635	11 Charles I.	30 Nov.	A Charter or Letters Patents of License for the said Governor and Company, to transport £30000 in foreign or English Gold
1638	14 Charles I.	21 March	A Charter or Letters Patents of License for the said Governor and Company, to transport £20000 in foreign or English Gold
1655		10 Aug.	A Charter or Letters Patents of a Warrant to pay, to the said Governor and Company, £50000, lent by them for the Use of the Common Wealth

	A. Regni	Die & Men.	
1660	12 Charles II.	11 Jan.	A Charter or Letters Patents of License for the said Governor and Company, to enter upon, take and possess the Island of Roone alias Pula-Roone and to regain the same from the New-land East-India Company, and to plant husband, manage, retain and keep the same
1660	12 Charles II.	18 Dec.	A Charter or Letters Patents of License for the said Governor and Company, to transport £60000 in foreign Gold or Bullion
1668	20 Char'	6 Feb.	A Charter or Letters Patents of Discharge to the said Governor and Company, for selling two East-India Prizes, and for the Monies raised thereby
1673	24 Charles II.	7 Oct.	A Charter or Letters Patents of Release to the said Governor and Company, of several Covenants, heretofore made between them and the Commissioners of the Navy, touching some Ships sent to the East-Indies
1673	24 Charles II.	7 Oct.	A Charter or Letters Patents of a Grant to the said Governor and Company, to receive several Sums of Money out of the Customs
1674	25 Charles II.	27 Oct.	A Charter or Letters Patents of Confirmation to the said Governor and Company, of Articles concerning the Sale of Four Dutch Prizes
1674	26 Charles II.	13 March	A Charter or Letters Patents of a Discharge to the said Governor and Company, for Monies made by the Sale of Four Dutch Prizes

A. D.	A. Regni	Die & Men.	
1677	28 Charles II.	21 Oct.	A Charter or Letters Patents of a Warrant to the said Governor and Company, to receive £40000
1677	29 Charles II.	2 Jan.	A Charter or Letters Patents of a Warrant to the said Governor and Company, to receive £60000 out of the Exchequer
1678	30 Charles II.	22 Nov.	A Charter or Letters Patents of a Warrant for the said Governor and Company, to receive £50000 out of the Exchequer
1683	35 Charles II.	5 July	A Charter or Letters Patents to the said Governor and Company, for Payment of £40463 10s. for 1051 Tons of Saltpetre, by them furnished for His Majesty's Use
1683	35 Charles II.	1 Aug.	A Charter or Letters Patents, authorizing the Commissioners of the Admiralty, to grant and give out Commissions, to such as the said Governor and Company should name and recommend, to aid and assist them, against the King of Bantam.
1683	35 Charles II.	14 Sep.	A Charter or Letters Patents of a Warrant to the Commissioners of the Admiralty, to assist the said Governor and Company, against the King of Bantam
1684	1 James II.		A Charter or Letters Patents of Proclamation, restraining all His Majesty's Subjects, but the said Governor and Company, and their Agents, from trading to the East-Indies
1689	1 William III.	3 Oct.	A Charter or Letters Patents of a Warrant to pay, to the said Governor and Company, £22500, for 500 Tons of Brown Saltpetre

LETTERS PATENT,

ESTABLISHING A

SUPREME COURT of JUDICATURE,

A T

F O R T - W I L L I A M,

I N

B E N G A L,

Bearing Date the Twenty-sixth Day of *March*, in the
Fourteenth Year of the Reign of *GEORGE III.*
Anno Domini, One Thousand Seven Hundred and Seventy-four.

L O N D O N:

PRINTED in the Year MDCCLXXIV.

A. D.	A.	Men.	
1693	5 William III.	26 Oct.	A Charter or Letter Patents of Discharge for the said Governor and Company, for the Tenth Part of Prizes taken by them, due to His Majesty
1698	10 William II.	14 July	A Charter or Letters Patents appointing Hugh Poscawen, and others, to take Subscriptions for a General Society, to have Liberty and Power to trade to the East-Indies
1698	10 William III.		A Charter or Letters Patents of a Schedule, marked A, containing the Draught of a Charter for the said General Society
1698	10 William III.		A Charter or Letters Patents of the Schedule, marked B, containing the Draught of a Charter for the aforefaid English Company
1698	10 William III.	3 Sep.	A Charter or Letters Patents of Incorporation, empowering certain Persons to trade to the East-Indies, by the Name of the General Society, entitled to the Advantages given by an Act of Parliament, for raising £2000000, for the Service of the Crown
1706	4 Anne		A Charter or Letters Patents of Release to the Governor and Company of Merchants of London, Trading into the East-Indies, of all Offences and Crimes committed contrary to an Act of Parliament
1710	8 Anne	15 Aug.	A Charter or Letters Patents of Grant to Sir Jonathan Andrews, and others, of all Debts, &c. due to the aforefaid Governor or Company, before the Surrender of their Charters; a Schedule of which Debts is mentioned in an Indenture, dated the 21st of March last, between the said Governor and Company and Her Majesty

A. D.	A. Regni	Di. & Men.	
1728	2 George II	4 Nov.	A Charter or Letters Patents empowering the Commissioners of the Admiralty, at the Request of the said United Company, to give ample Powers to the Commanders of Ships, belonging to the said Company, to take, seize and destroy any foreign Ships, trading from the Austrian Netherlands to the East-Indies, for Six Years, from the 20th of May last
1750	1 George III.	20 Dec.	A Charter or Letters Patents for establishing Courts of Judicature, &c. at Fort Marlborough
1761	1 George III.	27 Jan.	A Charter or Letters Patent of Commission to the said United Company, for the trying of Pirates, at Fort St. George
1761	1 George III.	27 Jan.	A Charter or Letters Patents of Commission to the said United Company, for the trying of Pirates, at Fort Marlborough
1761	1 George III.	27 Jan.	A Charter or Letters Patents of Commission to the said United Company, for the trying of Pirates, at Bombay
1761	1 George III.	13 March	A Charter or Letters Patents of Commission to the said United Company, for the trying of Pirates, at Fort William

LETTERS PATENT,

ESTABLISHING A

SUPREME COURT of JUDICATURE,

A T

FORT-WILLIAM in BENGAL,

Bearing Date the Twenty-sixth Day of March, in the
Fourteenth Year of the Reign of GEORGE III.

Anno Domini, One Thousand Seven Hundred and Seventy-four.

GEORGE the Third, by the Grace of God, of Great-Britain, France, and Ireland, King, Defender of the Faith, and so forth: To all to whom these Presents shall come, Greeting. WHEREAS by an Act of Parliament, passed in the Thirteenth Year of Our Reign, reciting a Charter, bearing Date, at Westminster, the Eighth Day of January, in the Twenty-sixth Year of the Reign of Our Royal Grandfather, King George the Second, of glorious Memory, by him granted to The United Company of Merchants of England, Trading to the East-Indies; thereby, amongst other Things, constituting and establishing Courts of Civil, Criminal, and Ecclesiastical Jurisdiction, at the said United Company's Settlements, at Madraspatnam, Bombay, and Fort-William in Bengal; and that the said Charter does not sufficiently provide for the due Administration of Justice, in such Manner as the State and Condition of the Company's Presidency.

Recital of Act
13 George III.

Agency at *Fort-William* in *Bengal*, so long as the said Company shall remain in the Possession of the Territorial Acquisitions, therein before-mentioned, do and must require: It is among other Things Enacted, that it shall and may be lawful, for Us, by Charter or Letters Patent, under the Great Seal of *Great-Britain*, to erect and establish a Supreme Court of Judicature, at *Fort-William* in *Bengal* aforesaid, to consist of a Chief Justice, and Three other Judges, being Barristers of *England*, or *Ireland*, of not less than Five Years standing, with Power to exercise and perform all Civil, Criminal, Admiralty, and Ecclesiastical Jurisdiction, and to appoint such Clerks, and other Ministerial Officers of the Supreme Court of Judicature, at *Fort-William* in *Bengal*, with such reasonable Salaries as shall be approved of by the Governor and Council, therein for that Purpose mentioned: And it was therein further Enacted, that so much of the said Charter, granted by His said late Majesty, Our Royal Grandfather, as respects or relates to the Establishment of the Mayor's Court at *Calcutta* aforesaid, in *Bengal*, or to the Civil, Criminal, or Ecclesiastical Jurisdiction thereof, in the said *United Company's* Settlement there, or the Subordinates thereto belonging, in case a New Charter shall be granted by Us, in pursuance of this Act, and shall be openly published, at *Fort-William* aforesaid, from and immediately after such Publication shall cease, determine, and be utterly void, to all Intents and Purposes: And it was further Enacted, that during such Time as the said Territorial Acquisitions shall remain in the Possession of the said Company, the Court of Directors of the said *United Company* shall, and they are hereby required to direct, and cause to be paid certain and established Salaries, to the said Chief Justice, and each of the Judges of such Supreme Court of Judicature, at *Fort-William* in *Bengal*, as shall be by the said New Charter established, that is to say, to the Chief Justice Eight Thousand Pounds by the Year, and to each of the Judges of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, Six Thousand Pounds by the Year, and that such Salaries shall be paid and payable to each and every of them respectively, for the Time being, out of the said Territorial Acquisitions,

in the Kingdoms of *Bengal*, *Babar*, and *Orissa*; such Salaries to take place and commence, in respect of all such Persons, who shall be resident in *Great-Britain*, at the Time of their Appointment, from the Day on which such Persons shall embark from *Great-Britain*; and such Salaries to be in lieu of all Fees of Office, Perquisites, Emoluments, and Advantages whatsoever, as by the said Act may more plainly and largely appear.

Now know ye, that We, upon full Consideration of the Premises, and of Our especial Grace, certain Knowledge and mere Motion, have thought fit to grant, direct, ordain and appoint, and by these Presents, We do accordingly, for Us, Our Heirs and Successors, grant, direct, ordain and appoint, that there shall be, within the Factory of *Fort-William* at *Calcutta*, in *Bengal*, a Court of Record, which shall be called *The Supreme Court of Judicature, at Fort-William in Bengal*: And We do hereby create, direct and constitute, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to be a Court of Record.

A Court of Record to be called the Supreme Court of Judicature.

And We do further will, ordain and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall consist of, and be holden by and before One principal Judge, who shall be, and be called, the Chief Justice of the Supreme Court of Judicature, at *Fort-William* in *Bengal*, and Three other Judges, who shall be, and be called, the Puisne Justices of the Supreme Court of Judicature, at *Fort-William* in *Bengal*; which said Chief Justice and Puisne Justices shall be Barristers in *England*, or *Ireland*, of not less than Five Years standing, to be named and appointed, from Time to Time, by Us, Our Heirs and Successors, by Letters Patent, under Our and their Great Seal of *Great-Britain*; and they shall all and every of them hold their said Offices, severally and respectively, during the Pleasure of Us, Our Heirs and Successors, and not otherwise.

To consist of a Chief Justice and 3 Puisne Justices;

their Qualification; to be appointed by the King, under the Great Seal. To act during Pleasure.

To be Justices
of the Peace,
and Coroners,
in Bengal,
Bahar, and
Orissa;

and to have
such Authority
as the Justices
of the
King's-Bench
in England;

the Four, or
the Majority,
to concur.

Chief to have
a casting
Voice.

To have a
Seal, to be
kept by the
Chief Justice,
or by the
Senior Puisne
Judge.

AND it is Our further Will and Pleasure, that the said Chief Justice, and the said Puisne Justices, shall severally and respectively be, and they are all and every of them hereby appointed, to be Justices and Conservators of the Peace, and Coroners, within and throughout the said Provinces, Districts, and Countries of *Bengal, Bahar, and Orissa*, and every Part thereof; and to have such Jurisdiction, and Authority, as Our Justices of Our Court of *King's-Bench* have and may lawfully exercise, within that Part of *Great-Britain*, called *England*, by the common Law thereof; and We further will and ordain, that all Judgments, Rules, Orders, and Acts of Authority or Power whatsoever, to be made or done by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall be made or done, by and with the Concurrence of the said Four Judges, or so many, or such One of them, as shall be on such Occasions respectively assembled, or sitting as a Court, or of the major Part of them, so assembled and sitting: Provided always, that in case they shall be equally divided, the Chief Justice, or, in his Absence, the Senior Judge present, shall have a double or casting Voice.

AND We do further grant, ordain and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall have and use, as Occasion may require, a Seal, bearing a Device and Impression of Our Royal Arms, within an Exergue or Label surrounding the same, with this Inscription, *The Seal of the Supreme Court*: And We do hereby grant, ordain and appoint, that the said Seal shall be delivered to, and kept in the Custody of the said Chief Justice; and in case of Vacancy of the Office of Chief Justice, the same shall be delivered over, and kept in the Custody of such Person, who shall then be Senior Puisne Judge, during such Vacancy; and We do hereby grant, ordain and appoint, that whensoever it shall happen that the Office of Chief Justice, or of the Judge, to whom the Custody of the said Seal be committed, shall be vacant, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall be, and is hereby authorized and empowered, to demand, seize, and take the said Seal, from any

any Person or Persons whomsoever, by what Ways and Means soever the same may have come to his, her, or their Possession.

AND We do hereby further grant, ordain and appoint, that all Writs, Summons, Precepts, Rules, Orders, and other Mandatory Process, to be used, issued, or awarded, by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall run, and be in the Name and Stile of Us, or of Our Heirs and Successors, and shall be sealed with the Seal of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and shall have and bear the Attestation of the Chief Justice, or, in the Vacancy of the said Office, of the Senior of the Three Puisne Justices, and shall be signed by the proper Officer, whose Duty it shall be, according to the Arrangement hereinafter provided, to prepare and make out such Process.

AND We do further grant, ordain, appoint and declare, that the said Chief Justice, and the said Puisne Justices, shall and may, and so long as they hold the said Offices respectively, shall be entitled to have, and receive respectively, the said Salaries, in and by the said recited Act of Parliament, provided for that Purpose, that is to say, the Chief Justice Eight Thousand Pounds by the Year, and the Three Puisne Justices Six Thousand Pounds by the Year, each of them to be paid and payable, in Manner and Form as is therein specified and directed: And We do hereby give and grant, to Our said Chief Justice, Rank and Precedence, above and before all Our Subjects whomsoever, within the Provinces of *Bengal, Bahar, and Orissa*, excepting the Governor General, for the Time being, of the Presidency of *Fort-William* in *Bengal*, and excepting all such Persons as by Law and Usage take place in *England*, before Our Chief Justice of Our Court of *King's-Bench*: And We do hereby also give and grant, to each of Our said Puisne Justices respectively, according to their respective Priority of Nomination, Rank and Precedence, above and before all Our Subjects whomsoever, within the said Provinces of *Bengal, Bahar, and Orissa*,

All Writs, &c.
issued by the
Court, to be
in the King's
Name.

Chief Justice
and Puisne
Justices Salaries.

Their Rank

Orissa, excepting the said Governor General, Our said Chief Justice of Our said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and 11 and every such Member, or Members, of the Supreme Council there, as shall respectively, by Priority of Nomination, be Senior or Seniors to such respective Puisne Justice or Justices, and also excepting all such Persons as by Law and Usage take place in *England*, before Our Justices of the Court of *King's-Bench*.

AND We do hereby constitute and appoint *Elijah Impey*, of *Lincoln's-Inn*, *Esq*, First Chief Justice; *Robert Chambers*, of the *Middle-Temple*, *Stephen Caesar Le Maistre*, of the *Inner-Temple*, *John Hyde*, of *Lincoln's-Inn*, *Esqrs*, to be the First Puisne Justices of Our said Supreme Court of Judicature, at *Fort-William* in *Bengal*; the said *Elijah Impey*, *Robert Chambers*, *Stephen Caesar Le Maistre*, and *John Hyde*, and every of them, being Barristers in *England*, of Five Years standing, and upwards.

AND We do further, for Us, Our Heirs and Successors, grant, ordain and appoint, that the Person, who shall be the Sheriff at *Fort-William* in *Bengal*, at the Time of the Publication of this Our Charter, in Manner hereinafter directed, shall be and continue the Sheriff, until another shall be duly appointed and sworn into the said Office: And We do further, for Us, Our Heirs and Successors, grant, direct and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall, upon the First *Tuesday* of *December*, in every Year, nominate Three Persons, resident in the Town of *Calcutta*, or the Precincts thereof, to the Governor General and Council, or the major Part of them, who, within Three Days after such Nomination, shall appoint One of the said Three Persons to serve the Office of Sheriff, for the Year ensuing, to be computed from the Twentieth Day of *December* next after such Appointment; which Sheriff shall, as soon as conveniently may be, and before he shall enter upon his said Office, take an Oath, faithfully to execute his Office, and the Oath of Allegiance, before the Governor General, or, in

his Absence, the Senior Member of the Council there present, who are hereby respectively authorized to administer the same; and shall continue in such Office, during the Space of One Whole Year, to be computed from the said Twentieth Day of *December*, and until another shall be duly appointed and sworn into the said Office; and in case such Sheriff shall die in his Office, or depart from the Provinces of *Bengal*, *Babar*, and *Orissa*, then another Person shall and may, as soon as conveniently may be, after the Death or Departure of such Sheriff, be in like Manner nominated, appointed, and sworn in as aforesaid, and shall continue in his Office for the Remainder of the Year, or until another Sheriff shall be duly appointed and sworn into the said Office; and We do further order, direct and appoint, that the said Sheriff, and his Successors, shall by themselves, or their sufficient Deputies, to be by them appointed, and duly authorized, under their respective Hands and Seals, and for whom he and they shall be responsible, during his or their Continuance in such Office and he and they are hereby authorized to execute all the Writs, Summons, Rules, Orders, Warrants, Commands and Process of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and make Return of the same, together with the Execution thereof, to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and to receive and detain in Prison such Persons as shall be committed to him for that Purpose, by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and by the Chief Justice and Justices respectively: And We further direct, ordain and appoint, that whenever the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall direct, or award any Process against the said Sheriff, or award any Process, in any Cause, Matter or Thing, wherein the said Sheriff, on Account of his being related to the Parties, or any of them, or by Reason of any good Cause of Challenge, which would be allowed against any Sheriff, in that Part of *Great-Britain*, called *England*, cannot by Law execute the same, in every such case, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall name and appoint some other fit Person to execute and return the same; and

Provision in case of Death, &c. while in his Office.

Sheriff's Duty.

Mode of Proceeding when the Sheriff shall be a Party.

the said Process shall be directed to the said Person, so named for that Purpose; and the Cause of such special Proceeding shall be suggested, and entered on the Records of the same.

Court to appoint Clerks and Officers, with such reasonable Salaries as shall be approved of by the Governor General and Council.

AND We do further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, from Time to Time, as Occasion may require, to appoint so many and such Clerks, and other Ministerial Officers, as shall be found necessary, for the Administration of Justice, and the due Execution of all the Powers, and Authorities, which are and shall be granted, and committed, to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, by these Our Letters Patent: And it is Our further Will and Pleasure, and We do hereby, for Us, Our Heirs and Successors, give, grant, direct and appoint, that all and every the Officers and Clerks, to be appointed as aforesaid, shall have and receive respectively such reasonable Salaries as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall appoint, for each Office and Place respectively, and as the Governor General and Council appointed, constituted and created, by the Act of Parliament, herein before mentioned, shall approve of: Provided always, and it is Our Will and Pleasure, that all and every the Officers and Clerks, to be appointed as aforesaid, shall be resident within the Limits of the Jurisdiction of the said Court, so long as they shall hold their respective Offices.

Such Officers to reside within the Jurisdiction of the Court.

Court to approve Advocates and Attornies at Law, who are to plead and act for the Suitors; and be removable on reasonable Cause.

AND We do hereby further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to approve, admit, and enrol such and so many Advocates, and Attornies at Law, as to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall seem meet, who shall be Attornies of Record, and shall be, and are hereby authorized to appear and plead, and act for the Suitors of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*; and the said Advocates and Attornies, on reasonable Cause, to remove; and no other Person or Persons whatsoever, but such Advocates

cates or Attornies, so admitted and enrolled, shall be allowed to appear and plead, or act in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, for or on the Behalf of such Suitors, or any of them.

AND We do hereby further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to settle a Table of the Fees, to be allowed to such Sheriff, and all other the Officers, Clerks, and Attornies aforesaid, for all and every Part of the Business, to be done by them respectively; which Fees, when approved by the said Governor and Council, to whom We hereby give Authority to review the same, the said Sheriff and other Officers, Clerks and Attornies, shall and may lawfully demand and receive: And We do further authorize the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, with the like Concurrence of the said Governor and Council, from Time to Time, to vary the said Table of Fees, as there shall be Occasion: And it is Our further Will and Pleasure, and We do hereby require and enjoin the said Chief Justice, and the said Puisne Justices, and each of them respectively, within One Year after these Our Letters Patent shall have been published, at *Fort-William* in *Bengal* aforesaid, and within One Month from the said settling, and Allowance of the said Table of Fees, to certify, under their several Hands and Seals, and to transmit to Us, Our Heirs and Successors, a full and true Account of the several Offices and Places, and Officers and Clerks, and of their Salaries, severally and respectively, and a true Copy of the said Table of Fees, together with the Approbation of the said Governor and Council, and also any Variation of the said Table, to be made as aforesaid, within One Month after the same shall have been so varied: And We further direct, ordain and appoint, that the said Table, and the said Alteration and Variations thereof, if any Alteration or Variation shall be made, shall be hung up in some conspicuous Part of the Hall, or Place where the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall be publicly holden.

Fees to be settled by the Court, and approved by the Governor General and Council:

Copy thereof to be sent to Europe, with a List of Officers, Clerks, &c.

Table of Fees to be hung up in Court.

D

AND

Court's Power and Jurisdiction, in Bengal, &c. in all Trespases, against the Company, Mayor's Court of Calcutta, or others, in Bengal, &c. or others who have resided there, or who have Effects there, or are or have been in the Company's Service, or of the Mayor's Court, or of others, but not against such who have never resided there, or against such who reside in Great-Britain, &c.

AND We do further direct, ordain and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and shall have Power and Jurisdiction, and is hereby authorized to hear, examine, try and determine, in Manner hereinafter mentioned, all Actions and Suits, which shall or may arise, happen, be brought, or promoted, upon or concerning any Trespases or Injuries, of what Nature or Kind soever, or any Debts, Duties, Demands, Interests or Concerns, of what Nature or Kind soever, or any Rights, Titles, Claims or Demands, of, in, or to any Houses, Lands, or other Things, real or personal, in the several Provinces or Districts, called *Bengal*, *Babar*, and *Orissa*, or touching the Possession, or any Interest or Lien, in or upon the same, and all Pleas, real, personal or mixt, the Causes of which shall or may hereafter arise, accrue and grow, or shall have heretofore arisen, accrued and grown, against The said *United Company of Merchants, Trading to the East-Indies*, and against the said Mayor and Aldermen of *Calcutta*, at *Fort-William* in *Bengal*, and against any other of Our Subjects, who shall be resident within the said Provinces, Districts or Countries, called *Bengal*, *Babar*, and *Orissa*, or who shall have resided there, or who shall have any Debts, Effects or Estate, real or personal, within the same, and against the Executors and Administrators of such Our Subjects, and against any other Person, who shall, at the Time of such Action being brought, or at the Time when any such Cause of Action shall have accrued, be or have been employed by, or be or have been, directly or indirectly, in the Service of the said *United Company*, or of the said Mayor and Aldermen, or of any other of Our Subjects: Provided always, that it shall not be competent to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to try or determine any Suit or Action, against any Person, who shall never have been resident in the Provinces of *Bengal*, *Babar*, and *Orissa*, or any One of them, nor against any Person then resident in *Great-Britain*, or *Ireland*, unless such Suit or Action, against such Person, so then resident in *Great-Britain*, or *Ireland*, shall be commenced within Two Years after the Cause of Action arose, and the

the Sum to be recovered be not of greater Value than Thirty Thousand Rupees; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall have the like Power and Jurisdiction, and is hereby authorized to hear, examine, try and determine, all such Causes, Actions, and Suits as aforesaid, arising, growing, and to be brought or promoted against every other Person or Persons whatsoever, Inhabitants of *India*, residing in the said Provinces, Districts, or Countries of *Bengal*, *Babar*, and *Orissa*, upon any Contract or Agreement in Writing, entered into by any of the said Inhabitants, with any of His Majesty's Subjects, where the Cause of Action shall exceed the Sum of Five Hundred current Rupees, and when such Inhabitant shall have agreed in the said Contract, that, in case of Dispute, the Matter shall be determined in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*; and to the end that Justice may be administered in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, with all convenient Speed and certain Effect, Our Will and Pleasure is, and We do hereby further grant, ordain and appoint, that upon any such Cause of Action, as aforesaid, it shall be lawful and competent, for any Person whatsoever, by himself or his lawful Attorney, admitted and enrolled as aforesaid, to prefer, to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and file of Record, in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, a Complaint or Bill in Writing, containing the Cause of Action, or Complaint, whereupon the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall, and is hereby authorized to award and issue a Summons, or Precept in Nature of a Summons, in Writing, to be prepared in Manner above-mentioned, directed to the said Sheriff, and containing a short Notice of the Cause of Action set forth in the said Complaint, and commanding the said Sheriff to summon the Person, against whom the said Complaint shall have been filed, to appear at some certain Time and Place, therein to be specified, to answer the said Complaint which said Precept, and the Execution thereof, the said Sheriff shall duly return to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and the Person, or Persons, so summoned, shall accordingly appear, and may plead such Matter in

Court's Power to try Causes, &c. of Indian Inhabitants, within Bengal, &c. where the Cause shall exceed 500 Current Rupees:

Mode of Proceeding in such Actions:

The Examination of Witnesses on Oath;

to summon Witnesses;

reasonable Expenses to be allowed them;

Payment thereof compelled;

Witnesses to be sworn;

in Abatement, Bar, or other Avoidance of the said Complaint, or otherwise, as he or they shall be advised; and after such Appearance, the Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall proceed, from Time to Time, giving reasonable Days to the Parties, to hear their respective Allegations, as Justice may require, and examine the Truth thereof, upon the Oath or Oaths of such competent and credible Witnesses as they shall produce respectively; to which End, We hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, at the Request of either of the said Parties, to award and issue a Summons, or Precept in the Nature of a Summons, to be prepared in Manner before-mentioned, directed to every One of such Witnesses, commanding him or her to appear, at a Time and Place to be specified in such Summons, to depose his or her Knowledge, touching the Suit so depending between the Parties, naming them, and specifying at whose Request such Summons shall have issued; and upon the Appearance of the said Witnesses, or any of them, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby required to order and award to them, and each of them, such reasonable Sum of Money, for his, her, or their Expenses, as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall think fit, whether such Witnesses shall be examined or not, the same to be paid forthwith by the Party, at whose Request the said Summons shall have issued; and if the said Sum of Money, so ordered and awarded, shall not be forthwith paid or secured to such Witness, to the Satisfaction of the Supreme Court of Judicature, at *Fort-William* in *Bengal*, the Party, to whom it shall belong to pay the same, shall not only lose the Benefit of such Witness's Testimony, but shall be compelled to pay him or her the Money, so ordered and awarded, by such Ways and Process as are hereinafter provided, for levying and enforcing the Payment and Satisfaction of Money, recovered by Judgments of the said Court; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized and empowered to administer, to such Witnesses and others, whom they may see Occasion to examine, proper Oaths and Affirmations, that is to say,

to

to such Persons as profess the Christian Religion Oath upon the Holy Evangelists of God, and to Quakers Affirmations, according to the Form used in *England*, for that Purpose; and to others Oaths, in such Manner and Form as the Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall esteem most binding upon their Consciences respectively; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized and required to reduce, or cause the said Depositions to be reduced into Writing, and subscribed by the several Witnesses, with their Name or other Mark, and to file the same of Record; and in case any Person or Persons, so summoned shall refuse or wilfully neglect to appear, and be sworn, or, being Quakers, to affirm, and be examined, and subscribe their Depositions, as the Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall appoint, the Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby empowered to punish such Person or Persons, so refusing or wilfully neglecting, as for a Contempt, by Fine, Imprisonment, or other corporal Punishment, not affecting Life or Limb.

Quakers to affirm;

Witnesses, refusing to be sworn, or affirm, to be punished.

AND We do further give the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, full Power and Authority, upon examining and considering the several Allegations of the said Parties to such Suit, or of the Complainant alone, in case the Defendant should make default after Appearance, or say nothing, or confess the Complaint, and the Depositions of the Witnesses produced, sworn and examined, in Manner above-mentioned, to give Judgment and Sentence, according to Justice and Right; and also to award and order such Costs to be paid, by either or any of the Parties, to the other or others, as they the said Court shall think just.

The Court to give Judgment, on hearing the Parties, in case Defendant should make default after Appearance, or refuse to make a Defence; Court to award Costs.

AND We do further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to award and issue a Writ or Writs of Execution, to be prepared in Manner before-mentioned, and directed to the said Sheriff, for the Time being, commanding him to seize and deliver the Possession

And may issue Writs of Execution, for seizing Effects;

Debts, so
seized, to be
paid as the
Court shall
appoint:

Such Inter-
locutory
Orders to be
made as they
shall see fit;
in failure
of appear-
ance, the
Court may
order the
Party to be
arrested:

Sheriff may
take Bail for
Appearance:

sion of Houses, Land, or other Things, recovered in and by such Judgment, or to levy any Sum of Money, which shall be so recovered; or any Costs, which shall be so awarded, as the Case may require, by seizing and selling so much of the Houses, Lands, Debts, or other Effects, real and personal, of the Party, against whom such Writs shall be awarded, as will be sufficient to answer and satisfy the said Judgment or Award; or to take and imprison the Body of such Party or Parties, until he or they shall make such Satisfaction, or to do both as the Case shall require: And We do further order, direct and appoint, that the several Debts, to be seized as aforesaid, shall, from the Time the same shall be extended and returned into the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, be paid and payable, in such Manner and Form as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall appoint, and no other; and such Payment, and no other, shall from thenceforth be an absolute and effective Discharge for the said Debts, and every of them respectively: And We do hereby further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to make such further, and other Interlocutory Rules and Orders, as the Justice of the Proceeding may seem to require; and in case the Party, so summoned as aforesaid, shall not appear upon the Return of such Summons, or Precept as aforesaid, according to the Exigence thereof, We do further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to award and issue a Writ or Warrant, to be prepared in Manner above-mentioned, and directed to the said Sheriff, commanding him to arrest and seize the Body of such Person, so making default, and to have his said Body, at such Time and Place as shall be specified in the said Writ for that Purpose, before the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to answer the said Plaint; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may, if it should be thought proper, by the said Writ, authorize the said Sheriff to take such Bail, for the Appearance of the said Defendant, as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall think fit to direct; and upon such Appearance,

the

the said Defendant may plead, in such Manner as if he had appeared upon the Return of the Summons; and if the Cause of Action, contained in such Plaint, shall be personal, and of more Value than One Hundred current Rupees, and the Plaintiff, by Affidavit, or, being a Quaker, by Affirmation in Writing, to be filed of Record, shall satisfy the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, that the Defendant is justly and truly indebted to him, in a greater Sum than One Hundred current Rupees, or if he shall, by like Affidavit, or Affirmation, to be filed as aforesaid, verify, to the Satisfaction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, a Case of such enormous personal Wrong as in the Judgment of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, requires such Security, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall and is hereby authorized and empowered to award and issue, in lieu of the Summons aforesaid, a Writ or Warrant, to be prepared in Manner above-mentioned, and directed to the said Sheriff, commanding him to arrest and seize the Body of such Defendant, and to have his said Body, at a Time and Place, in the said Writ to be specified, before the said Court, to answer the said Plaint, and to give sufficient Security, to be approved of by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, that he will stand to, and perform the Judgment of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, upon the Premises, and pay all such Sum or Sums of Money as shall thereby be awarded; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may, in and by the said Writ or Warrant, authorize the said Sheriff to deliver the Body of such Defendant, so arrested, to sufficient Bail, upon their sufficient Recognizance and Security given, that such Defendant shall appear, at a Time and Place mentioned in such Writ or Warrant, and in all Things perform and fulfil the Exigence thereof; and upon the Appearance of such Defendant, in and before the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, We do hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to commit him

Proceedings
thereon.

him to Prison, to the said Sheriff, unless or until he shall give Security, to the Satisfaction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to perform the Judgment thereof, and pay all such Sum or Sums of Money as shall be awarded hereby; which Security, We hereby empower the said Court to take, and thereupon to deliver the Body of the said Defendant upon Bail; and if the said Sheriff shall return to either of the said Writs of Summons, or *Capias*, that the Defendant is not to be found within the Jurisdiction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and the Plaintiff shall, by Affidavit, or, being a Quaker, by Affirmation in Writing, or otherwise, to the Satisfaction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, make Proof, verifying his Demand, We do hereby grant, ordain and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall and may award and issue a writ of sequestration, to be prepared in Manner above-mentioned, and directed to the said Sheriff, commanding him to seize and sequester the Houses, Lands, Goods, Effects and Debts of such Defendant, to such Value as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall think reasonable and adequate to the said Cause of Action, so verified as aforesaid, and the same to detain till such Defendant shall appear, and abide such Order of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, as if he had appeared on the former Process; and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall and is hereby authorized and empowered, according to their Discretion, either to cause the said Goods to be detained *in Specie*, or to be sold, and to give Day to such Defendant, by Proclamation in open Court, from Time to Time, not exceeding Two Years in the whole; and if such Defendant shall not appear on the last Day, which the said Court in their Discretion shall think proper to give, it shall be lawful, and the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized to proceed, *ex Parte*, to hear, examine and determine the said Complaint and Cause, and give such Judgment therein, and award and order

order such Costs as aforesaid; and if Judgment shall in such Case pass for the Plaintiff, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized and empowered to award and issue a Writ to the said Sheriff, to be prepared in Manner above-mentioned, commanding him to sell the said Houses, Lands, Goods, Effects and Debts, so seized and sequestered, and to make Satisfaction, out of the Produce thereof, to the Plaintiff, for the Duty so recovered, and his Costs, and to return the Overplus, if any there be, after satisfying the said Judgment and Costs, and the Expences of the said Sequestration, to such Person, in whose Possession the said Effects were seized, or otherwise to reserve them for the said Defendant, as Occasion shall require; and if such Effects shall not be sufficient to produce the Sum so to be recovered, and the said Costs, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is further empowered to award and issue such Process of Execution, for the Deficiency, as is heretofore provided, for levying Money recovered by Judgment and Costs; and if Judgment shall, in such last mentioned Case, pass for the Defendant, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is authorized and empowered to award and order the Costs of the said Suit, and the Expence of the said Sequestration, and all the Damages occasioned thereby, to be paid by the said Plaintiff to the said Defendant, or his Attorney, or the Person in whose Possession the said Effects were seized, and the same shall be levied by such Process as is herein provided, for levying Costs; and the said Debts, from the Time of their being so seized and extended, and returned into Court, shall be payable, in such Manner as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall direct, and no other.

AND Whereas, in and by the said Charter, made and granted by Our said Royal Grandfather, King George the Second, on the Eighth Day of *January*, in the Twenty-sixth Year of His Reign, it is among other Things provided, that in case of Actions or Suits against the said *United Company*, it should be lawful, for the Court thereby established, to issue their Summons to the

Recital of former Proceedings, either where the Company are Plaintiffs or Defendants:

Governor,

Governor, or President and Council, at *Fort-William* in *Bengal*, to appear for the said *United Company*, with further Power to issue such Process, against the said Company, and their Estate and Effects, as should be necessary to compel the Appearance of the said Company, and to raise and levy upon their Goods, Estate or Effects, the Debt or Damages, together with such Costs of Suit as should be awarded by the said Court; and that in case of any Action or Suit, to be brought by the said Company, against any other Person, it should be lawful for the said Governor, or President and Council, to appear and act for the said Company; and in case of Judgment given against the said Company, and Costs awarded, the same should be levied by the said Court, upon the Goods and Effects of the said Company, as by the said Charter may more fully appear: Now We meaning also to extend the Powers and Authorities, hereby given and granted, for the due Administration of Justice, in the most beneficial Manner, to all Our loving Subjects, in the said Provinces, Districts, or Countries, of *Bengal*, *Bahar*, and *Orissa*, do grant, ordain and appoint, that the said Governor and Council, or their Successors, shall and may, from Time to Time, by their sufficient Warrant, to be filed of Record, name and appoint some sufficient Person, resident in the said Town of *Calcutta*, to be the Attorney of the said *United Company*, who shall remain and act as Attorney to the said *United Company*, so long as he shall reside in *Calcutta*, or until some other fit Person, there resident, shall be appointed in his Place, in Manner above-mentioned; and if any such Complaint as aforesaid shall be filed in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, against the said *United Company*, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby empowered to award and issue such Summons, or Precept as aforesaid, directed to the said Sheriff, commanding him to summons the said *United Company*, by their said Attorney, to appear at a Time and Place therein to be specified, to answer the said Complaint, and the said Sheriff shall serve the same upon the said Attorney, and the said Attorney shall thereupon appear for the said Company; and if the said *United Company* shall not appear in Manner aforesaid,

Company to
appoint an
Attorney to
act on their
Behalf:

Form of Pro-
ceedings:

aforesaid, upon the Return of the said Writ, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby authorized, upon such Default, to award and issue a Writ, to be prepared in Manner before-mentioned, and directed to the said Sheriff, commanding him to seize and sequester such, and so much of the Estate and Effects of the said Company, as upon the Circumstances, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall think fit, to compel the Appearance of, the said Company, at the Time and Place, which shall be specified for that Purpose in such Writ of Sequestration; and for Default of Appearance, upon the Return of such last mentioned Writ, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby empowered to issue other such Writ or Writs of Sequestration, from Time to Time, till the said Company shall duly appear; and after such Appearance, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall and may proceed to hear, examine, try, and determine the said Action and Suits, in Manner before-mentioned; and if Judgment shall be given in such Action or Suit, against the said Company, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby empowered to award and order reasonable Costs, to be paid by the said Company, and to cause the Debt, or Damages and Costs, so awarded, to be raised and levied of the Estates, Goods and Chattels of the said Company, in such Manner as is herein before provided, for Execution to be had in other Actions and Suits; and if the said Governor and Council shall refuse or neglect, at any Time, to make such Attorney, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, are hereby empowered and authorized to name an Attorney for the said *United Company*, against whom Process shall in like Manner be awarded; and the said *United Company* may also sue in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in the same Manner, and to the same Effect, as other Persons herein before-mentioned; and if Judgment should be given against the said *United Company*, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may order reasonable Costs to be paid by them to the Defendant,

And if the
Company re-
fuse to ap-
point an At-
torney, the
Court may
appoint one:
Form of Pro-
ceedings.

Defendant, and to be raised and levied of their Lands, Houses, Debts, Estates, Goods and Chattels, in such Manner as is herein provided, for Execution of Judgments on other Occasions; and if the said *United Company*, after Four Sequestrations, and after the Expiration of Two Years, from the Service of the Summons above-mentioned, shall not appear, then the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may and is hereby required, if the Plaintiff shall, by Affidavit, or, being a Quaker, by Affirmation in Writing, or otherwise, to the Satisfaction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, make Proof, verifying his Demand, to proceed, hear, examine, try, and determine the said Plaintiff and Cause, and to give such Judgment therein, and award such Costs as aforesaid; and in case the said Judgment shall pass for the Plaintiff, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized and empowered to award and issue a Writ to the said Sheriff, to be prepared in Manner before-mentioned, commanding him to sell the Goods and Effects, so seized and sequestered, and to make Satisfaction, out of the Produce thereof, to the Plaintiff, for the Duty so recovered, and his Costs, and to return the Overplus, if any there be, after satisfying the said Judgment and Costs, and the Expences of the said Sequestration, to such Person in whose Possession the said Effects were so seized, to and for the Use of the said *United Company*; and if such Effects are not sufficient to produce the Sum, so to be recovered, and the said Costs, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is further empowered to award and issue such Process of Execution, for the Deficiency, as is heretofore provided, for levying Money recovered by Judgment and Costs; and if Judgment shall, in any Case, pass for the said *United Company*, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby authorized and empowered to award and order Costs of the said Suit, and the Expence of the said Sequestration, and all the Damages occasioned thereby, being first taxed, ascertained and assessed by the proper Officer, to be paid, by the said Plaintiff, to the Person in whose Possession the said Effects were seized, to and for the

Use

Use of the *United Company*, and the same shall be levied by such Process as is herein before provided, for levying Costs.

AND Whereas Contracts, or Agreements in Writing, may be entered into, by some of the Inhabitants of *India*, residing in the said Provinces or Districts of *Bengal*, *Babar*, and *Orissa*, or some of them, or some Part thereof, with Our British Subjects, or some of them, wherein such Inhabitant or Inhabitants may agree, that, in case of Dispute, the Matter should be heard and determined in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and whereupon a Cause or Causes of Action may arise, exceeding in Value respectively the Sum of Five Hundred current Rupees, and Suits may be brought thereupon, in some of the Courts of Justice, already established in the said Provinces or Districts, We do hereby further grant, ordain, establish and appoint, that in such Cases, it shall be lawful for either Party, before or after Sentence or Judgment pronounced therein, by his, her, or their humble Petition, suggesting such Agreement in Writing as aforesaid, and verifying the same upon Oath, to appeal to the said Court of Judicature, at *Fort-William* in *Bengal*, and upon such Petition preferred, and filed of Record, in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may, and is hereby authorized to award and issue a Writ, or Precept, to be prepared in Manner and Form above-mentioned, directed to the other Party or Parties, commanding him, her, or them, immediately to surcease proceeding further in such Suit or Suits, and thereupon such Supreme Court shall determine thereupon, according to Right and Justice, in like Manner as if no Proceedings had been in such other Court of Justice.

AND it is Our further Will and Pleasure, and We do hereby, for Us, Our Heirs and Successors, grant, ordain and establish, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, should also be a Court of Equity, and shall and may have full Power and Authority to administer Justice, in a summary Manner, as nearly as may, according to the Rules and Proceedings of

Disputes between Indian Natives and British Subjects, may, by Agreement, be determined in the Supreme Court; and Causes of Action, exceeding 500 current Rupees, and Suits brought in other Courts, either Party may appeal to the Supreme Court, which is to cause Proceedings in other Courts to surcease, and Supreme Court to determine thereupon.

Supreme Court to be a Court of Equity, as the Court of Chancery in Great-Britain, and to

compel Ap-
pearance, &c.
accordingly.

of Our High Court of Chancery, in *Great-Britain*, and upon a Bill filed, to issue Subpœnas, and other Process, under the Seal of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to compel the Appearance and Answer, upon Oath of the Parties therein complained against, and Obedience to the Decrees and Orders of the said Court of Equity, in such Manner and Form, and to such Effect, as Our High Chancellor of *Great-Britain* doth, or lawfully may, under Our Great Seal of *Great-Britain*.

Supreme
Court to be a
Court of Oyer
and Terminer,
and Gaol
Delivery.

AND it is Our further Will and Pleasure, and We do hereby grant, ordain and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall also be a Court of Oyer and Terminer, and Gaol Delivery, in and for the Town of *Calcutta*, and Factory of *Fort-William* in *Bengal* aforesaid, and the Limits thereof, and the Factories subordinate thereunto; and shall have the like Power, and Authority, as Commissioners or Justices of Oyer and Terminer, and Gaol Delivery, have or may exercise, in that Part of *Great-Britain*, called *England*, to enquire, by the Oaths of good and sufficient Men, of all Treasons, Murders, and other Felonies, Forgeries, Perjuries, Trespasses and other Crimes, and Misdemeanors heretofore had, done or committed, or which shall hereafter be had, done or committed, within the said Town or Factory, and the Limits aforesaid, and the Factories subordinate thereto; and for that Purpose to issue their Warrant, or Precept, to be prepared in Manner above-mentioned, and directed to the said Sheriff, commanding him to summon a convenient Number, therein to be specified, of the principal Inhabitants, resident in the said Town of *Calcutta*, being Subjects of *Great-Britain*, of Us, Our Heirs and Successors, to attend and serve, at a Time and Place therein also to be specified, as a Grand Jury or Inquest, for Us, Our Heirs and Successors, and present to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, such Crimes as shall come to their Knowledge, and the said Crimes and Offences to hear and determine, by the Oaths of other good and sufficient Men, being Subjects of *Great-Britain*, of Us, Our Heirs or Successors, and resident in the said

Sheriff to
summon
Grand Juries.

said Town of *Calcutta*, and for that Purpose to issue a Summons, or Precept, prepared in such Manner as is before-mentioned, and directed to the said Sheriff, commanding him to summon a convenient Number, to be therein specified, of such British Subjects as aforesaid, to be and appear, at a Time and Place therein to be specified, and to try the said Indictment or Inquest; and if any such Grand or Petit Jury, so summoned as aforesaid, shall refuse or neglect to attend, according to such Summons, and be sworn upon Inquest, We do hereby further empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to punish the said Contempt, by Fine or Imprisonment, or both: And We do further empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in like Manner, and under the like Penalties, to cause all such Witnesses as Justice shall require to be summoned, and to administer to them, and each of them, the proper Oaths, that is to say, an Oath upon the Holy Evangelists of God, to such as profess the Christian Religion; and to others, such Oaths, and in such Manner, as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall esteem to be most binding upon their Consciences; and to proceed to hear, examine, try and determine, the said Indictments and Offences, and to give Judgment thereupon, and award Execution thereof; and in all Respects to administer Criminal Justice, in such or the like Manner and Form, or as nearly as the Condition and Circumstance of the Place, and the Persons will admit of, as Our Courts of Oyer and Terminer, and Gaol Delivery, do or may, in that Part of *Great-Britain*, called *England*: And We do further authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in like Manner, to enquire, hear and determine, and to award Judgment and Execution of, upon and against all Treasons, Murders, Felonies, Forgeries, Perjuries, Trespasses, Crimes, Misdemeanors and Oppressions, had, done or committed, or which shall hereafter be had, done or committed, in the Districts, Provinces or Countries, called *Bengal*, *Babar*, and *Orissa*, by any of the Subjects of Us, Our Heirs or Successors, or any other Person or Persons, who

Sheriff to
summon
Petit Juries.
Punishment
for Non-At-
tendance of
Juries.

Witnesses to
be summoned
and sworn.

Criminal
Justice to be
administered,
as in the
Courts of
Oyer and
Terminer, in
*Great-
Britain*.

who shall, at the Time of committing the same, have been employed by, or shall have been, directly or indirectly, in the Service of the said *United Company*, or of any of the Subjects of Us, Our Heirs or Successors; and for that Purpose to award and issue a Writ or Writs, to the said Sheriff, prepared in Manner before-mentioned, commanding him to arrest and seize the Body or Bodies of such Offenders, and bring him or them to *Fort-William* aforesaid, and him or them to keep, until he or they shall be delivered, by due Course of Law, and to do all other Acts, which shall be necessary for the due Administration of Criminal Justice, in such Manner and Form, or as nearly as the Circumstances and Condition of the Case will admit of, as Our Courts of Oyer and Terminer, and Gaol Delivery, may do, in that Part of *Great-Britain*, called *England*: And We do further ordain and establish, that in such Case, it shall not be lawful, for such Offender, to object to the Locality of the Jurisdiction of the Court, or the Grand or Petit Jury; but he shall be indicted, arraigned, tried, convicted and punished, or acquitted and demeaned, in all Respects, as if the Crime had been committed within the said Town of *Calcutta*, or Factory of *Fort-William*, or the Limits thereof.

AND Whereas Cases may arise, wherein it may be proper to remit the general Severity of the Law, We do hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to reprieve and suspend the Execution of any Capital Sentence, wherein there shall appear, in their Judgment, a proper Occasion for Mercy, until Our Pleasure shall be known, and they shall in such Case transmit to Us, under the Seal of the Supreme Court of Judicature, at *Fort-William* in *Bengal*, a State of the said Case, and of the Evidence, and of their Reasons for recommending the Criminal to Our Mercy; and in the mean Time, they shall cause such Offender to be kept in strict Custody, or deliver him or her out to sufficient Mainprise or Bail, as the Circumstances shall seem to require.

AND

AND to the end that the said Court of Requests, and the said Court of Quarter-Sessions, erected and established at *Fort-William* in *Bengal*, by the said Charter of Our said Royal Grandfather, made in the Twenty-sixth Year of his Reign, and the Justices, Sheriffs and other Magistrates, thereby appointed for the said Districts, may better answer the Ends of their respective Institutions, and act more conformably to Law and Justice, it is Our further Will and Pleasure, and We do hereby further grant, ordain and establish, that all and every the said Courts and Magistrates shall be subject to the Order and Control of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in such Sort, Manner and Form, as the inferior Courts and Magistrates of and in that Part of *Great-Britain*, called *England*, are, by Law, subject to the Order and Control of Our Court of *King's-Bench*; to which End, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby empowered and authorized to award and issue a Writ or Writs of *Mandamus certiorari procedendo*, or Error, to be prepared in Manner above-mentioned, and directed to such Courts, or Magistrates, as the Case may require, and to punish any Contempt of a wilful Disobedience thereunto, by Fine and Imprisonment.

AND it is Our further Will and Pleasure, and We do hereby grant, ordain, establish and appoint, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall be a Court of Ecclesiastical Jurisdiction, and shall have full Power and Authority to administer and execute, within and throughout the said Provinces, Districts or Countries, called *Bengal, Bahar, and Orissa*, and towards and upon our British Subjects there residing, the Ecclesiastical Law, as the same is now used and exercised in the Diocese of *London*, in *Great-Britain*, so far as the Circumstances and Occasions of the said Provinces and People shall admit, or require: And to that Purpose, We give and grant to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, full Power and Authority to take Cognizance of, and proceed in all Causes, Suits and Business, belonging and appertaining to the Ecclesiastical Court, before the said Supreme Court of Judicature,

Court of Requests and Quarter-Sessions, established by the late Charter, and Justices, Sheriffs and other Magistrates, to be subject to the Order and Control of the Supreme Court, as the lower Courts of *Great-Britain* are to the Court of *King's-Bench*; and may issue Writs of *Mandamus certiorari*, &c. and punish Contempt, by Fine and Imprisonment.

Supreme Court to exercise Ecclesiastical Jurisdiction, in *Bengal, Bahar and Orissa*, on British Subjects, as is exercised in the Diocese of *London*.

Power to proceed in all Causes, Suits, &c. against British Subjects of Ecclesiastical Cognizance:

Judicature, at *Fort-William* in *Bengal*, in whatsoever Manner to be moved, as well at the Instance or Promotion of Parties as of Office, mere or mixed, against any of Our British Subjects, residing at the said Provinces, Countries or Districts, and which, by the Law and Custom of the said Diocese of *London*, are of Ecclesiastical Cognizance; and the said Causes, Suits and Business, with their Incidents, Emergents and Dependents, and whatsoever is thereto annexed, and therewith connected, to hear, dispatch, discuss, determine; and also to grant Probates, under same Seal of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, of the last Wills and Testaments of all or any of the said British Subjects, of Us, Our Heirs and Successors, dying within the said Three Provinces, Countries or Districts, of *Bengal*, *Bahar*, and *Orissa*; and to commit Letters of Administration, under some Seal, of the Goods, Chattels, Credits, and all other Effects whatsoever, of such British Subjects as aforesaid, who shall die intestate, within the said Three Provinces, Countries or Districts, or who shall not have named an Executor, resident in such Districts, or where the Executor, being duly cited, according to the Form now used for that Purpose, in the said Diocese of *London*, shall not appear, and sue forth such Probate, annexing the Will to the said Letters of Administration, where such Person shall have left a Will, without naming any Executor, or any Person for Executor, who shall then be alive, and resident within the said Three Provinces, Countries or Districts, and who, being duly cited thereunto, will appear, and sue forth a Probate thereof; and to sequester the Goods, Chattels, Credits and other Effects whatsoever, of such Persons so dying, in Cases allowed by Law, as the same is and may now be used in the said Diocese of *London*; and to demand, require, take, hear, examine and allow, and, if Occasion require, to disallow and reject the Account of them, in such Manner and Form as is now used, or may be used, in the said Diocese of *London*, and to do all other Things whatsoever, needful and necessary in that Behalf: Provided always, and We do hereby authorize and require the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in such Cases as aforesaid, where Letters of Administration shall be committed,

To grant Probates of last Wills of British Subjects, dying within Bengal, Bahar and Orissa; to commit Letters of Administration of Intestates;

Form of Proceedings therein as in the Diocese of London;

to sequester Estates of deceased Persons;

to allow and reject Accounts.

Provide,

committed, with the Will annexed, for want of an Executor appearing in due Time to sue forth the Probate, to reserve in such Letters of Administration full Power and Authority to revoke the same, and to grant Probate of the said Will, to such Executor, whenever he shall duly appear, and sue forth the same: And We do hereby further authorize and require the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to grant and commit such Letters of Administration, according to the Course now used, or which lawfully may be used, in the said Diocese of *London*, to the lawful next of Kin of such Person so dying as aforesaid; and in case no such Person then be residing within the Jurisdiction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, or, being duly cited, shall not appear, and pray the same, to the principal Creditor of such Person, or such other Creditor as shall be willing, or desirous, to obtain the same; and for want of any Creditor appearing, then to such other Person or Persons who shall be thought proper by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*.

And We do hereby further enjoin and require, that every Person, to whom such Letters of Administration shall be committed, shall, before the granting thereof, give sufficient Security, by Bond, to the Junior Justice of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, for the Payment of a competent Sum of Money, with two or more able Sureties, Respect being had to the Sum therein to be contained, and in the Ability of the Sureties, to the Value of the Estate, Credits and Effects of the deceased; which Bond shall be deposited in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, among the Records thereof, and there safely kept; and a Copy thereof shall also be recorded among the Proceedings of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*; and the Condition of the said Bond shall be to the following Effect: "That if the above-bounden Administrator of the Goods, Chattels and Effects of the deceased, do make, or cause to be made, a true and perfect Inventory of all and singular the Goods, Credits and Effects of

an Executor appears after Letters of Administration are granted.

To whom Letters of Administration are to be granted.

Administrators to give Security to the Junior Justice, to the Value of the Estate:

How Bond to be kept and recorded;

Form of the Condition of the Bond.

"the

“ the said deceased, which have or shall come to the Hands, Possession or
 “ Knowledge of him, the said Administrator, or the Hands or Possession of any
 “ other Person or Persons for him, and the same, so made, do exhibit, or cause
 “ to be exhibited, into the Supreme Court of Judicature, at *Fort-William in Bengal*,
 “ at or before a Day therein to be specified, and the same Goods, Chattels,
 “ Credits and Effects, and all other the Goods, Chattels, Credits and Effects of
 “ the said deceased, at the Time of his Death, or which, at any Time afterwards,
 “ shall come to the Hands or Possession, or to the Hands and Possession of any
 “ other Person or Persons for him, shall well and truly administer, according to
 “ Law, and further shall make, or cause to be made, a true and just Account of
 “ his said Administration, at or before a Time therein to be specified, and all the
 “ Rest and Residue of the said Goods, Chattels, Credits and Effects, which shall
 “ be found remaining upon the said Administration Account, the same being first
 “ examined and allowed of, by the said Supreme Court of Judicature, at *Fort-*
 “ *William in Bengal*, shall deliver and pay unto such Person or Persons respectively
 “ as shall be lawfully entitled to such Residue, then this Obligation to be void,
 “ and of none Effect, or else to remain in full Force and Virtue :” And in case it
 shall be necessary to put the said Bond in Suit, for the Sake of obtaining the
 Effect thereof, for the Benefit of such Person or Persons as shall appear to the said
 Supreme Court of Judicature, at *Fort-William in Bengal*, to be principally
 interested therein, such Person and Persons, from Time to Time, paying all
 such Costs as shall arise from the said Suit, or any Part thereof, such Person or
 Persons shall, by Order of the said Supreme Court, be allowed to sue the same,
 in the Name of the said Oblige, and the said Bond shall not be sued in any other
 Manner: And We do hereby authorize and empower the said Supreme Court of
 Judicature, at *Fort-William in Bengal*, to order that the said Bond shall be put
 in Suit, in the Name of the said Junior Judge, or of his Executor, whom We
 also authorize the said Supreme Court of Judicature, at *Fort-William in Bengal*,
 to name and appoint for that special Purpose.

AND

Directions if
 it shall be ne-
 cessary to put
 the said Bond
 in Suit.

AND We do hereby authorize the said Supreme Court of Judicature, at *Fort-*
William in Bengal, to constitute and appoint such, and so many Registers,
 Proctors, Apparitors, and other Officers, as from Time to Time there shall be
 Occasion for, and to do and perform all other Matters and Things, needful
 and necessary, in or concerning the Premises, although, by their own Nature,
 they may require a more special Warrant or Mandate.

Court to ap-
 point Regis-
 ters, Proctors,
 &c.

AND We do hereby authorize and empower the said Supreme Court of
 Judicature, at *Fort-William in Bengal*, to appoint Guardians and Keepers for
 Infants, and their Estates, according to the Order and Course observed in that
 Part of *Great-Britain*, called *England*, and also Guardians and Keepers of the
 Persons and Estates of natural Fools, and of such as are or shall be deprived
 of their Understanding or Reason, by the Act of God, so as to be unable to
 govern themselves and their Estates, which We hereby authorize and empower
 the said Supreme Court of Judicature, at *Fort-William in Bengal*, to enquire,
 hear and determine, by Inspection of the Person, or by such other Ways and
 Means, by which the Truth may best be discovered and known.

Court to ap-
 point Guard-
 ians of In-
 fants, and of
 Infane, &c.
 Persons, and
 of their Es-
 tates.

AND it is Our further Will and Pleasure, and We do hereby grant, ordain,
 establish and appoint, that the said Supreme Court of Judicature, at *Fort-*
William in Bengal, shall be a Court of Admiralty, in and for the said Provinces,
 Countries or Districts, of *Bengal*, *Babar*, and *Orissa*, and all other Territories and
 Islands adjacent thereunto, and which now are or ought to be dependent
 thereupon: And We do hereby commit and grant to the said Supreme Court
 of Judicature, at *Fort-William in Bengal*, full Power and Authority to take Cog-
 nizance of, hear, examine, try and determine, all Causes, Civil and Maritime,
 and all Pleas of Contracts, Debts, Exchanges, Policies of Assurance, Accounts,
 Charter-Parties, Agreements, Loading of Ships, and all Matters and Contracts,
 which in any Manner whatsoever relate to Freight or Money due for Ships, hired
 and

Supreme
 Court to be a
 Court of Ad-
 miralty:

Their Power,
 and in what
 Causes to pro-
 ceed :

Extent of Jurisdiction, which is to be exercised as in Great-Britain, without the strict Formalities of Law.

and let out, Transport-Money, Maritime Usury or Bottomry, or to Extortions, Trespases, Injuries, Complaints, Demands and Matters, Civil and Maritime, whatsoever, between Merchants, Owners, and Proprietors of Ships and Vessels, employed or used within the Jurisdiction aforesaid, or between others, contracted, done, had or commenced, in, upon, or by the Sea or publick Rivers, or Ports, Creeks, Harbours and Places overflown, within the ebbing and flowing of the Sea and High-Water Mark, within, about and throughout the said Three Provinces, Countries or Districts, of *Bengal, Bahar, and Orissa*, and all the said Territories or Islands adjacent thereunto, and dependent thereupon, the Cognizance whereof doth belong to the Jurisdiction of the Admiralty, as the same is used and exercised, in that Part of *Great-Britain*, called *England*, together with all and singular their Incidents, Emergents, and Dependencies, annexed and connexed Causes whatsoever, and to proceed summarily therein, with all possible Dispatch, according to the Course of Our Admiralty of that Part of *Great-Britain*, called *England*, without the strict Formalities of Law, considering only the Truth of the Fact, and the Equity of the Case.

Further Power in regard to Crimes Maritime;

AND We do further commit to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, full Power and Authority, to enquire, hear, try, examine and determine, by the Oaths of honest and lawful Men, being Our British Subjects, resident in the said Town of *Calcutta*, and not otherwise, all Treasons, Murders, Piracies, Robberies, Felonies, Maimings, Forestalling, Extortions, Trespases, Misdemeanors, Offences, Excesses and Enormities, and Maritime Crimes whatsoever, according to the Laws and Customs of the Admiralty, in that Part of *Great-Britain*, called *England*, done, perpetrated or committed upon the High Seas, within the Limits and Jurisdiction aforesaid; and to fine, imprison, correct, punish, chastise and reform Parties guilty, and all Violators of the Law, Usurpers, Delinquents, contumacious Absenters, Masters of Ships, Mariners, Rowers, Fishers, Shipwrights, and other Workmen, exercising any Kind of Maritime Affairs, according to the said Civil and Maritime

Laws,

Laws, Ordinances, and Customs, and their respective Demerits; and to deliver and discharge Persons imprisoned in that Behalf, who ought to be delivered, and to take Recognizances, Obligations, Stipulations and Cautions, as well to Our Utters at the Instance of other Parties, and to put the same in Execution, or to cause or command them to be executed; and also to arrest, or cause or command to be arrested, according to the Civil Law, and the ancient Customs of Our High Court of Admiralty, in that Part of *Great-Britain*, called *England*, all Ships, Persons, Things, Goods, Wares and Merchandizes, for the Premises, and every of them, and for other Causes whatsoever, concerning the same, wheresoever they shall be met with or found, in or throughout the said Districts, and Jurisdictions aforesaid; and to compel all Manner of Persons in that Behalf, as the Case shall require, to appear and answer in the said Court, with Power of using any temporal Coercion, and inflicting Mulcts and Penalties, according to the Laws and Customs aforesaid; and moreover to compel Witnesses, in case they should withdraw themselves for Interest, Fear, Favour, or Ill-Will, or other Cause whatsoever, to give Evidence to the Truth, in all and every the Cause or Causes above-mentioned, according to the Exigencies of the Law, and to proceed in such Cause or Causes, according to the Civil and Maritime Laws and Customs, as well as of mere Office mixed, or promoted, at the Instance of any Party, as the Case may require, and to promulge and interpose all Manner of Sentences and Decrees, and put the same in Execution, according to the Course and Order of the Admiralty, as the same is now used in that Part of *Great-Britain*, called *England*.

AND We do hereby ordain and appoint, that all Affidavits, taken in the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, or before any Justice thereof, shall be made on Oaths administered in such Form and Manner as is before directed in the Case of Witnesses, to be examined before the said Supreme Court of Judicature, at *Fort-William* in *Bengal*; and that in all Civil Cases, the Affirmation in Writing of a Quaker, which the said Court, or any Justice

and to deliver and discharge them;

may arrest Ships, &c.

to compel Persons to appear, under Penalties;

Witnesses to answer according to the Law Civil and Maritime, as is now used in Great-Britain.

Affidavits and Affirmations in the Court of Admiralty.

Justice of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, as the Case may require, are hereby authorized and empowered to take, shall be of the same Weight, Authority and Effect as an Affidavit upon Oath: Provided always, that the several Powers and Authorities, hereby to proceed in Maritime Causes, and according to the Laws of the Admiralty, shall extend, and be construed to extend only to the Subjects of Us, Our Heirs or Successors, who shall reside in the Kingdoms or Provinces of *Bengal*, *Babar*, and *Orissa*, or some of them, and to Persons who shall, when the Cause of Suit or Complaint shall have arisen, have been employed by, or shall then have been, directly or indirectly, in the Service of the said *United Company*, or of any of Our Subject..

Fines, &c. reserved to the King.

Satisfaction to be made to Prosecutors, out of Fines set by the Court.

AND We do hereby reserve to Ourselves, Our Heirs and Successors, all Amerciaments, Fines, Ransoms and Forfeitures, to be set and imposed by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, or otherwise incurred: Provided always, that it shall be lawful, and We hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to make such Satisfaction to Prosecutors of Informations, or Indictments, as to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall seem reasonable and fit, out of any Fine, to be by them set or imposed, upon any Person or Persons, who shall be convicted on such Prosecutions.

Appeal allowed to the King in Council, from the Supreme Court, in Civil Causes, by Petition to that Court.

AND it is Our further Will and Pleasure, and We do hereby direct, establish and ordain, that if any Person shall find him, her, or themselves aggrieved, by any Judgment, Decree, Order or Rule, of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in any Case whatsoever, it shall and may be lawful, for him and them to appeal to Us, Our Heirs or Successors, in Our or their Privy Council, in such Manner, and under such Restrictions and Qualifications, as are hereinafter mentioned, that is to say, in all Judgments, Decrees, or Decretal Orders, made by the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, in any Civil Cause, the Party and Parties, against whom

whom, or to whose immediate Prejudice the said Judgment, Decree or Decretal Order, shall be or tend, may, by his or their humble Petition, to be preferred for that Purpose to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, pray Leave to appeal to Us, Our Heirs or Successors, in Our or their Privy Council, stating in such Petition the Cause or Causes of Appeal; and in case such Leave to appeal shall be prayed by the Party or Parties, who is or are directed to pay any Sum of Money, or to perform any Duty, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall and is hereby empowered to award, that such Judgment, Decree, Rule or Order, shall be carried into Execution, or that sufficient Security shall be given, for the Performance of the said Judgment, Decree, Rule or Order, as shall be most expedient to real and substantial Justice; provided always, that where the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall think fit to order the Judgment, Decree, Rule or Order, to be executed, Security shall be taken from the other Party or Parties, for the due Performance of such Order or Decree, as We, Our Heirs or Successors, shall think fit to make thereupon; and in all Cases We will and require, that Security should also be given, to the Satisfaction of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, for the Payment of all such Costs as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, may think likely to be incurred by the said Appeal, and also for the Performance of such Judgment, or Order, as We, Our Heirs or Successors, shall think fit to give, or make thereupon; and upon such Order or Orders of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, thereupon made, being performed to their Satisfaction, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall allow the Appeal, and the Party or Parties, so thinking him, her, or themselves aggrieved, shall be at Liberty to prefer and prosecute his, her, or their Appeal, to Us, Our Heirs or Successors, in Our or their Privy Council, in such Manner and Form, and under such Rules, as are observed in Appeals made to Us, from Our Plantations or Colonies, or from Our Islands of *Guernsey*, *Jersey*, *Sarke*, and *Alderney*.

Security on such Appeal, for Costs, and for Performance of Judgment.

Supreme Court on such Appeal to transmit a Copy of all Evidence.

AND it is Our further Will and Pleasure, and We do hereby direct and ordain, that, in all such Cases, the said Supreme Court of Judicature, at *Fort-William in Bengal*, shall certify and transmit, under the Seal of the said Supreme Court of Judicature, at *Fort-William in Bengal*, to Us, or Our Heirs or Successors, Our or their Privy Council, a true and exact Copy of all the Evidence, Proceedings, Judgments, Decrees and Orders, had or made in such Causes appealed.

In Criminal Suits the Court may allow or deny Appeal, and regulate the Terms.

AND it is Our further Will and Pleasure, that in all Indictments, Informations, and Criminal Suits and Causes whatsoever, the said Supreme Court of Judicature, at *Fort-William in Bengal*, shall have the full and absolute Power and Authority to allow, or deny, the Appeal of the Party pretending to be aggrieved, and also to award, order and regulate, the Terms upon which such Appeals shall be allowed in such Cases, in which the said Supreme Court of Judicature, at *Fort-William in Bengal*, may think fit to allow such Appeal.

Reservation of Power to the King to refuse an Appeal:

AND We do hereby also reserve to Ourselves, Our Heirs and Successors, in Our or their Privy Council, full Power and Authority, upon the humble Petition of any Person or Persons aggrieved by a Judgment, Decree or Decretal, or other Order or Rule, of the said Supreme Court of Judicature, at *Fort-William in Bengal*, to refuse or admit his, her, or their Appeal therefrom, upon such Terms, and under such Limitations, Restrictions and Regulations, as We or they shall think fit, and to reform, correct or vary such Judgment, Decree or Orders, as to Us or them shall seem meet: And We do further direct and ordain, that the said Supreme Court of Judicature, at *Fort-William in Bengal*, shall in all such Cases conform and execute, or cause to be executed, such Judgments, and Orders, as We shall think fit to make in the Premises, in such Manner as any Original Judgment, Decree or Decretal, or other Order or Rule, by the said Supreme Court of Judicature, at *Fort-William in Bengal*, should

Court to execute Judgments and Orders of His Majesty.

should or might have been executed: Provided always, that no Appeal shall be allowed by the said Supreme Court of Judicature, at *Fort-William in Bengal*, unless the Petition for that Purpose shall be preferred within Six Months, from the Day of pronouncing the Judgment, Decree or Decretal Order complained of, and unless the Value of the Matter in Dispute shall exceed the Sum of One Thousand Pagodas.

No Appeals to be allowed, except the Petition shall be preferred within 6 Months, and unless the Matter shall exceed 1000 Pagodas.

PROVIDED also, and We do hereby limit and declare, that the Person or Persons of the Governor-General, or of any of the Council, appointed in and by the above recited Act of Parliament, or of the Chief Justice, or any of the Justices of the said Supreme Court of Judicature, at *Fort-William in Bengal*, hereby erected and created, shall not, nor shall any of them respectively, be subject or liable to be arrested, or imprisoned, upon any Action, Suit, or Proceeding in the said Court, except in Cases of Treason or Felony; nor shall the said Supreme Court of Judicature, at *Fort-William in Bengal*, be competent to hear, try and determine, any Indictment or Information, against the said Governor-General, or any of the said Council, for the Time being, for any Offence, not being Treason or Felony, which the said Governor-General, or any of the said Council, shall or may be charged with having committed, in *Bengal, Bahar, or Orissa*, any Thing herein before contained to the contrary notwithstanding; but in all such Cases above-mentioned, wherein a *Capias*, or Process, for arresting the Body is hereby given and provided, it shall and may be lawful, for the said Supreme Court of Judicature, at *Fort-William in Bengal*, to order the Goods and Estate of such Persons to be seized and sequestered, until he or they respectively shall appear, and yield Obedience to the Judgment, Decree, Decretal, or other Order or Rule of the said Court.

Governor-General and Council, Chief and other Justices, not to be arrested, except for Treason or Felony;

their Goods and Estates may be seized and sequestered.

AND it is Our further Will and Pleasure, and We do hereby direct, ordain and appoint, that the said Chief Justice, and other Justices, shall respectively assemble themselves, in a proper Court or Room, to be by them appointed for that

Court Room for holding Supreme Court to be provided:

Chief Justice
to be sworn:

Puisne Jus-
tices to be
sworn:

All future
Justices to be
sworn before
they can act.

that Purpose, first with after their respective Arrivals, at the said Town of *Calcutta*, in *Bengal* aforesaid; and before they shall proceed to execute the above-mentioned Powers or Authorities, or any of them, the said Chief Justice shall then and there take an Oath, in the most solemn Manner, that he will, to the best of his Knowledge, Skill and Judgment, duly and justly execute the Office of Chief Justice, of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, and impartially administer Justice in every Cause, Matter or Thing, which shall come before him, and shall also take the Oath of Allegiance and Supremacy, and make and subscribe the Declaration against Transubstantiation, in such Manner and Form as the same are by Law appointed to be taken or made in *Great-Britain*, of which Oaths a Record shall be forthwith made: And We do hereby authorize the said Puisne Justices, or so many of them as shall be so assembled, to administer the said Oaths and Declarations, and make such Record thereof accordingly; after which the said Puisne Justices, or so many of them as shall then and there be present, shall take the like Oaths, and make and subscribe the like Declarations, only changing what ought to be changed for that Purpose, before the said Chief Justice, of which Oaths also a Record shall be forthwith made: And We do hereby authorize the said Chief Justice to administer the said Oaths and Declarations, and record the same accordingly; or if the said Chief Justice, or any other of the said Justices, shall be dead, or unavoidably absent, by Sickness or otherwise, We do hereby authorize the next Justice of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, who shall be there present, to take and administer the said Oaths, and act, in all Respects, as the Chief Justice should have done: And We do hereby further ordain and establish, that all and every succeeding Chief Justice and Puisne Justices shall, before he or they be capable of exercising the said Office, respectively take, in open Court, the like Oaths, and make and subscribe the like Declaration, only changing what ought to be changed for that Purpose, whereof Records shall be made and filed among the other Records of the Court, from Time to Time; and after the said Chief Justice and Puisne Justices,

Justices, or so many of them as shall then and there assemble, and be present, shall have taken the said Oaths, and made and subscribed the like Declaration, the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall be proclaimed and published in due Manner, and proceed forthwith to the Execution of the several Authorities hereby vested in it.

And it is Our further Will and Pleasure, that from and after such publishing and proclaiming of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal* aforesaid, granted, erected and created, by and in the above-mentioned Charter, made in the Twenty-sixth Year of Our said Royal Grandfather, and also the Court of Record, in Nature of a Court of Oyer and Terminer, and Gaol Delivery, erected and created by the said Charter, and all the Authority thereby given to the President, or Governor or Council, of *Fort-William* in *Bengal*, to be or act as Commissioners of Oyer and Terminer, and Gaol Delivery; and every Clause and Article in the said Charter, which extends or relates to the Establishment of the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, or the said Court of Oyer and Terminer, and Gaol Delivery, or to the Civil, Criminal, or Ecclesiastical Jurisdiction of the said Courts, or any of them, shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever: Provided always, that no Judgment, Decree, Decretal, or other Order, Rule or Act, of the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, or the said Courts of Oyer and Terminer, and Gaol Delivery respectively, theretofore legally pronounced, given, had or done, shall be thereby avoided, but shall remain in full Force and Virtue, as if these Presents had not been made; nor shall any Indictment, Information, Action, Suit, Cause or Proceeding, depending in the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, or in the said Courts of Oyer and Terminer, and Gaol Delivery, be abated or annihilated, but the same shall be transferred, in their then present Condition, respectively to, and subsist and depend in the said Supreme Court of Judicature, at *Fort-William*, to all Intents and Purposes, as if they had been respectively commenced in the last men-

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tioned.

Former Charter of 26th George II. to be void after Publication of the Supreme Court;

Judgments pronounced by the Mayor's Court to be in Force;

Proceedings depending in the Mayor's Court, &c. not to be abated, but transferred to the Supreme Court:

tioned Court: And We do hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to proceed accordingly in all such Indictments, Informations, Actions, Suits, Causes and Proceedings, and to make such Orders respecting the same, and also respecting any Sum or Sums of Money belonging to the Suitors, at the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, as the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, or the said Court of Oyer and Terminer, and Gaol Delivery, might have made, or as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, is hereby empowered to make, in Causes commenced or depending before the said Supreme Court of Judicature, at *Fort-William* in *Bengal*; for which Purpose, it is Our further Will and Pleasure, that all the Records, Muniments and Proceedings whatsoever, of or belonging to the said Mayor's Court of *Calcutta*, at *Fort-William* in *Bengal*, or to the said Courts of Oyer and Terminer, and Gaol Delivery, shall be delivered over, deposited, and preserved among the Records of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*.

Records of the Mayor's Court, &c. to be delivered over to the Supreme Court.

Four Terms, and Sittings after Term, to be appointed in each Year;

Duration of Terms, and Sittings;

Two Sessions to be held every Year.

AND We do hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal* (Respect being had to the Seasons of the Year, and the Convenience of the Suitors) to settle and appoint proper Terms and Law Days, and Days for Sittings after Term, and to proclaim, hold, and adjourn the Sessions of Oyer and Terminer, and Gaol Delivery, and Admiralty Sessions, as to them shall seem most expedient; provided nevertheless, that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall, and they are hereby required to appoint not less than Four Terms in the Year, each Term consisting of Four Weeks at the least, in each Year, and Sittings after each Term, each Sitting to consist of Fourteen Days, if the Business of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, be not sooner dispatched; and that the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, do in each Year hold Two Sessions of Oyer and Terminer, and Gaol Delivery.

AND

AND We do hereby authorize and empower the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, to frame such Rules of Practice, and make such standing Orders, for Administration of Justice, and the due Exercise of the Civil Criminal, Admiralty and Ecclesiastical Jurisdiction, hereby created, and to do all such other Things as shall be found necessary thereunto, so as the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, shall, from Time to Time transmit the same, under the Seal thereof, to Us, Our Heirs or Successors, in Our Privy Council, for Our Approbation, Control or Alteration: And We do hereby reserve, to Us, Our Heirs and Successors, with the Advice of Our or their Privy Council, full Power and Authority to approve, reject, control, or vary the same, and to make such new and other Rules of Practice, and Rules and Orders, for the Process of the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, as to Us or them shall appear fit and convenient, which We will and ordain shall be in Force, from such Time or Times as the same shall be respectively transmitted to the said Supreme Court of Judicature, at *Fort-William* in *Bengal*.

Court to frame Rules of Practice, &c. and transmit them to the Privy Council for Approval.

AND We do further hereby strictly charge and command all Our Governors, Commanders, Magistrates, Officers and Ministers, Civil and Military, and all Our faithful and liege Subjects whatsoever, in and throughout the said Provinces, Countries or Districts, of *Bengal*, *Babar*, and *Orissa*, and all other Lands, Islands, or Territories; adjacent thereunto, and which are or ought to be dependent thereupon, that in the Execution of the several Powers, Jurisdictions and Authorities, hereby erected, created and made, they be aiding, assisting, and obedient in all Things, unto the said Supreme Court of Judicature, at *Fort-William* in *Bengal*, as they will answer the contrary at their Peril.

All the King's Officers and Subjects to be obedient to the Supreme Court.

IN Witness whereof, We have caused these Our Letters to be made Patent. Witness Ourself, at *Westminster*, this Twenty-sixth Day of *March*, in the Fourteenth Year of Our Reign.

26th March, 14th Year of the Reign.

By Writ of Privy Seal.

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