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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.
B.P. No.

205

Press
Mis.

Dated

24.7.1874 196 .

Not to be folded or roughly handled

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This Indenture

made the First day of November One Thousand eight hundred and sixty five between Robert Grey of Maulmein in British Burmah of the first part and Wright Jebb Nunnerley also of Maulmein in British Burmah of the second part. Whereas the said Robert Grey is at present carrying on the business of Ship builder, Ship wright, Ship owner and Merchant in Maulmein and is possessed of Stock in trade consisting of a Patent Slip, Ships, Saw Mill and Land at Mopoon valued at Four hundred thousand Rupees and whereas it hath been mutually agreed that said Wright Jebb Nunnerley shall pay unto the said Robert Grey one fourth of the value of the said Land fixtures, Ships and Stock which are duly enumerated and described in the Schedule attached to this indenture and signed by both parties therein he shall be entitled to one quarter share in the said property and to a proportionate share of the profits of the said business. And whereas the sum of One hundred thousand Rupees has been duly paid by the said Wright Jebb Nunnerley and received by the said Robert Grey. And whereas for the more clearly defining the intentions of the said parties they have agreed to enter into the covenants, stipulations and agreements hereinafter expressed. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the mutual trust and confidence which they the said Robert Grey and Wright Jebb Nunnerley repose in each other each of them the said Robert Grey and Wright Jebb Nunnerley for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the other in manner following that is to say.—

1. That they the said Robert Grey and Wright Jebb Nunnerley shall and will become and remain joint traders and copartners in the trade or business of Ship builders, Ship Wrights, Ship Owners and Timber Merchants for and during the Term of Five years subject nevertheless to being sooner determined in manner hereinafter mentioned.—

2. That the said business shall be carried on in Mopoon where it is now carried on, or at, or in any other place as the said parties agree upon and that the Style or firm of the said Copartnership shall be Grey Nunnerley & Co.

3. That the Capital or joint stock shall consist of the said Land fixture and ships of the said Robert Grey employed in the said trade or business and shall be contributed in by the said Copartners and that the same shall at all times during the continuance of the said term be employed solely for the purposes of the said Joint trade.

4. That the rents taxes repairs and Insurance of the said premises and Stock in trade Salaries and Wages of Clerks and servants together with other expences incidental to the said joint trade (for business) and also all casual losses of the said Copartnership in property and business shall be defrayed and borne by the said partners in their respective shares.

5. That that the said Robert Grey and Wright Jebb Nunnerley shall be entitled to the clear gains and Profits arising from the business of the said Copartnership in each their proportionate share and shall receive and divide the same at the times and in the manner hereinafter mentioned.

6. That in the First day of November in every year during the continuance of the said Copartnership a full and general account shall be made of the Stock in trade monies effects debts credits and demands belonging or due and owing to or from the said joint trade and a rest and balance be struck concerning the same with a view of ascertaining the state of the said trade which accounts rests and balances shall be fairly entered in proper books to be provided for that purpose and a summary of balance sheet shall be delivered to each party.

7. That the said Robert Grey shall take his three fourth share of the Profits for his own use, and the said Wright Jebb Nunnerley his one-fourth share for his own use.

8. That that books of Account shall be kept as the said joint trade shall require wherein all transactions and matters which in any manner affect or concern the same shall be correctly entered so as to manifest the true state of the said trade.

9. That both the said Robert Grey and Wright Jebb Nunnerley shall devote their whole time exclusively to the affairs of the said Copartnership and shall not, nor will carry on any other trade nor be concerned in any other trade whatsoever except by mutual consent.

10. That each and every of them the said parties shall be just true and faithful to and with each other in all receipts payments accounts and transactions whatsoever touching or anywise concerning the said Copartnership trade.

11. That neither of them the said parties shall employ any of the Monies goods or effects of or belonging to the said Copartnership except for the benefit of the joint trade and in the usual course thereof nor suffer the said joint estate or trade to be charged with his private debts or engagements.

12. That all contracts in any wise concerning the said joint trade and all Cheques and drafts upon Bankers bills of Exchange and promissory Notes shall be made given and taken respectively in their joint names and as they shall jointly appoint.

13. That neither of the said parties shall lend or give credit contrary to the consent in writing of the other of them nor release or compound for any debt due to them or their joint or partnership account nor deliver up any security belonging thereto without receiving the amount or value thereof nor sign any letter of license nor engage in any speculations whereby his Capital Stock or his private estate may be put in jeopardy nor assign or Mortgage his share nor become bail or surety for any person or persons whomsoever nor do or suffer to be done any act matter or thing whatsoever whereby the said joint trade or any part thereof shall or may be in any wise altered sued extended taken in execution impaired charged or encumbered in any manner howsoever.

14. That in case either of them shall die at any time during the continuance of the said Copartnership the surviving partner shall pay or cause to be paid to the Executors or Administrators of the said deceased partner the value of his share or shares in the said Copartnership within the space of two years from the date of the decease of the partner by four half yearly instalments and that till such payment is made the representatives of the deceased partner shall hold a lien in all partnership properties.

15. That in Case of any dissolution of the Copartnership whether by the effluxion of time by death Agreement or otherwise they the said Copartners each to the other or in case of the death of either of them the surviving party to the executors or Administrators of the deceased partner shall and will make a true just and final account of all things as aforesaid and adjust and wind up the partnership accounts and upon the making such final account they the said parties shall forthwith pay or take good order for the speedy payment of all debts due and owing by them on their joint account in respect of the said Copartnership and shall pay and

the said Copartnership or joint business between the said parties. And that the said parties shall give mutual bonds in a sufficient penalty for the payment of their part or share of the debts owing by them as aforesaid and for the saving harmless and indemnifying each other and their respective heirs executors and Administrators of and from the payment of each others share or part of such debts and of and from all costs charges and expenses on account thereof and that they shall immediately upon such partition and division as aforesaid will and sufficiently convey and assign unto each and empower each to recover and receive his respective part and share of all such debts and sums of money then due and owing to or on account of the said Copartnership.

16. Provided nevertheless that if at the determination of such Copartnership either of the said parties shall be minded and desirous of retiring altogether from the said trade in that case the party who is desirous to continue and carry on the same shall be at liberty to purchase the share of the retiring party at a valuation to be made by two indifferent persons one of them to be chosen by each partner or his respective Executors or Administrators or by an Umpire to be chosen by such two persons which valuation shall be taken and considered as the price or value thereof and if within the space of Six Calendar Months after such valuation such continuing partner shall will and truly pay unto such retiring partner the Amount or value so to be ascertained that then and case the part or share of such retiring partner shall become the absolute property of the party so paying the same.

17. That at the end or sooner determination of the said Copartnership by any of the means aforesaid notice thereof shall be given in the London Gazette and also to all the Correspondents of the said Copartnership by Circular letters under the hands of the said Robert Grey and Wright Jebb Nunnerley or their respective Representatives.

18. And lastly it is hereby declared and agreed that if any cruel difference or dispute shall at any time arise between the said parties touching the construction of these presents or any clause matter or thing herein

contained or relating to the management and settlement of the said joint trade and Copartnership and such doubt question or difference shall not be fully decided between them within one Calendar Month after the same shall arise then as often as the same shall happen such case or matter shall be referred to the Arbitration of two indifferent persons to chosen by the said parties their Executors or Administrators or of an Umpire to be appointed by the two nominees the award of which said Arbitrators or Umpire shall be final conclusive and binding on the parties between whom such question shall arise. And in case either of the said parties his Executors or Administrators shall refuse or neglect to appoint or name such Arbitrators for the space of ten days after he shall have been required so to do it shall be lawful for the referee of the party so requiring the nomination to appoint an Arbitrator of himself and their decision or award shall be as binding on the said parties to these presents their respective Executors or Administrators as the award of such two Arbitrators or their Umpire would have been if they had been regularly chosen. And further it is agreed that such submission and reference shall from time to time be made a rule of Court. In witness whereof we the said parties to these presents have hereunto set and subscribed their respective hands and seals the day and year first above written.

Witnesses

X. H. Shaw.

W. G. Dawson.

Robert Grey.

W. J. Nunnerley.

SCHEDULE OF PROPERTY REFERRED TO IN THE ABOVE DEED.

The following Ships, the Property of Robert Grey taken over by the above Partnership.

The Ship "Empress of India" of Moulmein 589 Tons Valued at	Rs.	60,000	"	"
The Ship "Colonel Fytche" of Moulmein 406 Tons valued at	Rs.	50,000	"	"
The Ship "Pomona" of South sheild 457 Tons valued at	Rs.	20,000	"	"
The Ship "Anna Henderson" of Liverpool 530 Tons valued at	Rs.	10,000	"	"
Thirty-two Sixty-fourth shares of the Ship "Alexander" } Ban'ny of Liverpool 612 Tons valued at }	Rs.	10,000	"	"
And all those Pieces and Parcels of Ground situated in the District in Grant Nos. 330, 331, 332, 333, 334 and also the southern Half of Grant No. 341 together with all erections and Build- ing thereon. Machinery Steam Engines, Saw Mills and Patent Slip altogether valued at }	Rs.	250,000	"	"
Total Rupees		400,000	"	"

Robert Grey.

W. J. Nunnerley.

Custom 2821/1

Dated November 1st 1865.

Deed of Copartnership

OF

Robert Grey

AND

Wright Jebb Nunnerley.

Recd 807/76
16/2/76
J. G. M. D. 1865

MISCELLANEOUS No. 47/68.

REVENUE DEPARTMENT.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 15th July 1874.

Read the following

S. A. 217.

From

The Acting Collector
Gangane

To

The Secretary to the Board of Revenue
Madras.

SIR,

I have the honour to request that the Board will be pleased to obtain the sanction of Government for exempting Mr. W. J. Nunnerley whom I have appointed as Conservator and Sea Customs Superintendent of Gopaulphore in lieu of Captain Gahan, lately appointed as Master Attendant at Bimlipatam, from passing the General and Special Tests prescribed for that appointment.

I have selected Mr. Nunnerley who was formerly in the Indian Navy, chiefly on the recommendation of the Master Attendant Madras, and because judging by

by his certificates, he appeared to be the
best fitted for the post, among the appli-
cants for it. No suitable passed Candidates
applied for the appointment, and the
indulgence now sought for Mr. Munro by
was granted to Captain Gahaw and his
predecessor. I enclose Mr. Munro's
application with its accompaniments.

I have &c
Dated, Camp Rambah } Signed, R. Davidson
27th June 1874 — } Sp. Collector,
Gangam.

Submitted for the favourable
consideration of Government.

(True copy & Extract)

J. G. G.
Secretary.

To The Sp. Secretary to Government
Revenue Department
with 5 original enclosures.

E. M. Gahaw
Capt. Gahaw

SIR,

Hearing that the appointment of Master Attendant is about to become vacant. We the undersigned have much pleasure in recommending W. J. Nunnerley for the same, having known him for several years in the service of the Indian Navy, and in command of several

vessels to and from this Port, and we have always found him in every way skilful, and feel convinced that his appointment to the said vacancy will meet with the approval of the community.

We have the honor to be,

Sir,

Your obedient Servants,

(True copy.)

(Signed) TODD, FINDLAY & CO.

(") Per Proen. JOHN WATSON.

(") GARDNER BROOKE & CO.

(") GRASEMAN & CO.

(") RICHARD SNADDEN.

(") ROBERT HANNEY, Agent, Burmah Co., (Ltd.)

(") M. R. CURRIE & CO.

(") BURN & CO.

(") CLARE & CO.

(") FRANCOIS BUROT & CO.

No. 203.

To

Mr. W. J. NUNNERLEY, Moulinain.

Dated Maulmain, the 2nd September 1864.

Sir,

I have the honor to acknowledge the receipt of your letter dated 24th ultimo, applying for the situation of Master Attendant and Marine Store-keeper at this Port, and in reply to state that it has been forwarded on in Original together with its annexure to the Chief Commissioner, British Burmah.

I have the honor to be,

Sir,

Your most obedient Servant,

(True copy.)

(Signed) A. FYTCHE, Colonel.

*Commissioner, Tenasserim Division
of British Burmah.*

See also in 282/1/100

Rev 801/10

Rev 2393/104

See also in 282/1/100

2/205

MOULMEIN, 12th November 1864.

CAPTAIN W. J. NUNNERLEY.

DEAR SIR,

We hereby appoint you to Survey Ships for us, as Lloyd's Agents
in this Port, till further notice.

We are,

Your's faithfully, 7

(True copy.)

(Signed) TODD, FINDLAY & CO.

(„) JOHN G. WATSON,

Agents for Lloyd's.

7
Enclain 2821/ru.

Rev 801/ru

Rev 2393/ru

J. S. Draper

9/205

No. 125.

Mr. WRIGHT JEBB NUNNERLEY, hereby appointed Acting 2nd Class 2nd Master of the Honorable Company's Steam Vessel *Satellite*.

I do hereby constitute and appoint you Acting 2nd Class 2nd Master of the Honorable Company's Steam Vessel *Satellite* or such other ship to which you may be appointed, authorizing and requiring you forthwith to repair on board the said Steam Vessel and take charge as Acting 2nd Class 2nd Master. And you are properly to officiate in all things relative to the duty of your Station, observing and executing the instructions for the Acting 2nd Class 2nd Masters of the Indian Navy, and being obedient to such commands as you shall from time to time receive from your Captain or other your Superior Officers. And for so doing this shall be your Warrant.

Given under my hand this 25th day of April 1851.

(True copy.)

(Signed) S. LUSHINGTON.

Commander-in-Chief of the Indian Navy.

SENIORITY,

7th April 1851.

This is to certify that Mr. W. J. NUNNERLEY, Acting 2nd Class 2nd Master, has served on board the *Berenice* from the 18th April 1851 to this-day's date, during which time he had conducted himself much to my satisfaction.

(True copy.)

(Signed) J. S. DRAPER, Senior Lieut.,

Commanding H. C. S. V. *Berenice*.

25th August 1851.

No. 132.

Mr. WRIGHT JEBB NUNNERLEY, hereby appointed Acting 1st Class 2nd Master of the Hon'ble Company's Steam Vessel *Berenice*.

I do hereby constitute and appoint you Acting 1st Class 2nd Master of the Honorable Company's Steam Vessel *Berenice*, or such other ship to which you may be appointed, authorizing and requiring you forthwith to repair on board the said Steam Vessel and take charge as Acting 1st Class 2nd Master. And you are properly to officiate in all things relative to the duty of your Station, observing and executing the instructions for the Acting 1st Class 2nd Masters of the Indian Navy, and being obedient to such commands as you shall from time to time receive from your Captain or other your Superior Officers. And for so doing this shall be your Warrant.

Given under my hand this 23rd day of September 1851.

(True copy.)

(Signed) S. LUSHINGTON.

Commander-in-Chief of the Indian Navy.

SENIORITY,

6th September 1851.

This is to certify that Mr. W. J. NUNNERLEY, 1st Class 2nd Master, served on board the H. C. S. *Berenice*, under my command from the 26th August 1851 to the 8th April 1853, during which time I have always found him attentive to his duties, that he is a good Officer, Navigator and Seaman, has rated and had charge of the Chronometers; and has also conducted himself very much to my satisfaction.

(True copy.)

(Signed) A. NISBETT, Lieut., I. N.,

Commanding C. S. V. *Berenice*.

19th April 1853.

This is to certify that Mr. W. J. NUNNERLEY, 1st Class 2nd Master, served on board the Honorable Company's Steam Vessel *Berenice* under my command from 9th April to 9th August 1853; it gives me

great pleasure to bear testimony to his zeal and activity in the performance of his duties and his general good conduct during that period.

(True copy.)

(Signed) E. T. ROBERTSON, Lt., I. N.,

H. C. S. "BERENICE"

CALCUTTA,

9th August 1853.

We whose names are hereunto subscribed, have examined Mr. W. J. NUNNERLEY, touching his qualifications to serve as a Master on board any of the Honorable Company's Ships and Vessels of War, and we find him as follows:—

It appears he has served nine and a half years at sea, and produces certificates of good conduct from Cap-

Served in the Merchant service from August 1844 to April 1851 and up to the present date under the following Officers of the Indian Navy.

Lieut. J. S. Draper.
Do. A. Nisbitt.
Do. Robinson.
Do. C. H. Berthon.

tains (named in the margin), that he has a general knowledge of the Coasts of Arabia, Persia, and Indian Ocean, as well as the periods and limits of the monsoons' direction and set of the Currents and all other subjects connected with the Navigation of the Indian Seas.

He understands the keeping of the Masters accounts, can keep a ships reckoning at sea, ascertain the variation of the compass. The Latitude and Longitude by Observation; is thoroughly acquainted with the principle of stowing a ships-hold; of Rigging Ships, and managing them under any circumstances and after a full examination we deem him fully competent to fill the situation of Master in any of the Honorable Company's Ships and Vessels of War.

Given under our hands this 24th day of January 1854.

(True copy.)

(Signed) C. H. BERTHON, Sr. Lieut.,

President.

(„) T. SEDDLEY, Senior Lieut.,

Member.

(„) D. D. DUVAL, Lieutenant,

Member.

in date 2821/72.

Rev 801/74

Rev 2393/74

4

No. 173.

Mr. W. J. NUNNERLEY, hereby appointed Acting Master of the Hon'ble Company's Steam Vessel *Berenice*. I do hereby constitute and appoint you Acting Master of the Honorable Company's Steam Vessel *Berenice*, or such other ship to which you may be appointed, authorizing and requiring you forthwith to repair on board the said Steam Vessel, and take charge as Acting Master. And you are properly to officiate in all things relative to the duty of your Station, observing and executing the instructions for the Acting Masters of the Indian Navy, and being obedient to such commands as you shall from time to time receive from your Captain or other your Superior Officers. And for so doing this shall be your Warrant.

Given under my hand this 20th day of March 1854.

(True copy.)

(Signed) H. J. LEEKE,

SENIORITY,

Commander-in-Chief of the Indian Navy

24th January 1854.

Lu G. M. 4152/74

29
made as 22 May 1874
R. Davidson Esquire
Collector, Major, & Agent
of the Port of Singapore
Sir, Having been desired
to understand that Captain
Gordon Superintendent of
Sea Customs and Comptroller
of the Port of Singapore
is about to be removed
to another appointment in
the Marine Department
consequent upon the death
of the late Captain Barton
I beg to offer myself as a
candidate for his present
post and should be
grateful if you would
appoint me
I remain Sir, your
obedient servant
1851 to 1856 and
Commanded a Gun Boat

in the Bessie War of 1852/53
in which I hold a medal

Since leaving the Indian
navy I have been Command
of several vessels in the Home
and foreign trade - I
served on Dock Yard
between 1865 and 1867
the enclosed copy of deed of
partnership with others where
I sustained heavy loss
and had to dispose of
the property. I subsequently
owned and commanded
the "Enterprise" of India but
had to sell her also as
the old one was - I have
been unemployed for
upwards of twelve months
and am anxious to
obtain employment in
the Marine Department
for which my professional
experience fits me

I may add that
Captain Gahan is
acquainted with me

12/20/5
I enclose copies of my
testimonials and beg to
assure you, that should
you confer the appointment
on me no effort shall be
wanting on my part to
discharge my duties with
diligence and zeal and
I have every hope to
give you satisfaction

I beg to remain
Sir

Your most Obedt Servant

W. J. Funnorley

IX

2821/74

207/74

2893/74

W. B. J. Hummerley

Meas.

2225/74

2995/74

Meas.

W. B. J. Hummerley

2152/74

W. B. J. Hummerley

