Series XII (d) Vol. 49

Mayor's Court records
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Copies of Protestate of Notary

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General No. 12416

XII C
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By this Public Instrument of Declaration and Protest Be it made manifest unto all
Persons whom it doth or may Concern - That on the Twenty ninth day of December in the Year of Our
Lord one thousand eight Hundred and two Before me - Charles Walters Notary Public by Sam Madras
Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras - on the
Coast of Coromandel in the East Indies Personally appeared Gregorio Lucas and Isaac Moses Simeon
Agents Employed and appointed by Samuel Mookartish Moorat of Madras Armenian Merchant for and on
account of the interests hereinafter Concerned - And the said appearers then and there declared for truth
before me Notary as follows that is to say - That they were deputed by the said Samuel Mookartish
Moorat some time since to Superintend his interests in the Ship Fahzealum (whereof One Moolah Feroos
Hossen Shaw a Native of Muscat was and is owner) And the Cargo of the said Ship laden and to
be laden for her then intended Voyage from Rangoon to Calcutta and eventually to Madras - That they
the Declarants were for that purpose at Rangoon attending upon the said Ship - and that on the seventh
day of this present month of December they embarked on board her - That Ajee Mouchet bin ally Shaw
also a native of Muscat was appointed by the said Moolah Feroos Hossen Shaw as Supracargo and
as Master or Commander of the said Ship for her then intended Voyage - That the Ship was laden with
Timber of the following description and quantities - Viz: One thousand and six hundred Shinbins (or thereabo
One hundred and thirty Dooghies - Seven mast pieces - Three thousand Sheathing boards - nine thousand Pipe
staves - Fifteen keelpieces and Seventy bendpieces - for all or great part of which the said Maste
Ajee Mouchet bin ally Shaw signed and delivered bills of Lading - expressing their Contents to be
deliverable at Calcutta - That previous to the departure of the Ship and by reason of the nomination
of the said Ajee Mouchet bin ally Shaw as Supracargo and master for her then intended Voyage - the
said Ajee Mouchet bin ally Shaw wrote and delivered to the Declarants for and on account of their
aforesaid Employer a Paper in the Persian Language which imported that as Moolah Feroos Hossen
Shaw (who was the owner of the Ship and had also Commanded her in the Voyage from Madras to
Rangoon) did not design to proceed to Calcutta - And as he the said Ajee Mouchet bin ally Shaw
been appointed in his place and had shipped and had taken charge of the Cargo of the same Ship
Fahzealum he the said Ajee Mouchet bin ally Shaw would become answerable to the Principal of the
the Declarants for the Money which was owing to him on the Ships account or to that or some such
the like effect - And the Declarants further made known and declared for truth to me Notary
the said Ship Fahzealum with her Cargo under the command of the said Moolah Feroos Hossen
and of one Jose to Navigate her (as accustomed in Arab Vessels) departed from Rangoon under

Hours on or about the said Seventh day of December and reached the said Heads of Rangoon River on the Fourteenth day of the said Month of December in Company with another Ship named the Hummaeyen Shaw which was bound to Madras - that at Mid ground (where Pilots from Rangoon usually quit Vessels Sailing outward) and at the time when the Pilot of the Fahrzeadum was just about going over the Ships side into the Boat the said Ajee Mouchet bin Ally Shaw called together the Declarants and Sundry other Persons (who in similar Capacities with them but on behalf of other creditors of the Ships were proceeding in and with the Ship to Calcutta) and told them that it was not his intention to go to Bengal or Madras but that he should take the Ships to Muscat - that the Declarants and the several other Representatives aforesaid of Creditors thereupon unanimously answered that they would also go to Muscat in as much as the property of their respective Principles was on board the Ships and that they would attend it - That the said Ajee Mouchet bin ally Shaw thereto replied that the Declarants and the other Persons aforesaid must step into the Pilots boat and go back to Rangoon or otherwise that they must go on board the other Vessel (meaning the Hummaeyen Shaw then in Company and not far distant) That the Declarants and the other Persons yet holding their purpose the said Ajee Mouchet bin ally Shaw ordered his Lascars to put them into the boat - and in obedience to such order that the Declarants and other Persons were forced into the Pilots boat then along side without any of their articles of Property which they had in the Fahrzeadum and the Declarants and other persons aforesaid were put on board the Hummaeyen Shaw - That afterwards the Master of the Hummaeyen Shaw did at the Desire of the Declarants send about on board the Fahrzeadum to remonstrate against the Conduct of the said Ajee Mouchet bin ally Shaw and to claim the Papers and property of the Persons whom he had so Expelled from his Vessel - In which Boat the Declarant Gregorio Lucas also went on board - That in answer to such remonstrances the said Ajee Mouchet bin Ally Shaw said he would neither go to Bengal nor Madras - for that he was too much indebted at both those places - but would proceed direct to Muscat - That whilst the Declarant Gregorio Lucas was on board for the purposes of Collecting the property and Papers of themself and the said Isaac Moses Simeon - he the Declarant Gregorio Lucas was by order of the said Ajee Mouchet bin Ally Shaw stripped and searched in order to the discovery of such Papers as he might have had about him and in the presence of him the Declarant Gregorio Lucas some people of the Ship found out and took the Keys of effects and an Escritoire of the Declarant Isaac Moses Simeon and having opened them and Examined their contents they took from thence the Persian Paper which the said Ajee Mouchet bin Ally Shaw had so as aforesaid signed and delivered to the Declarants for and on account of their Employer Samuel Mookartish Mooreat and withheld it from the Declarants - a Copy whereof the Declarant Isaac Moses Simeon had previously made and forwarded to Madras by the Brig Eleanor Captain James Johnston - That they the Declarants under such Circumstances aforesaid left the Fahrzeadum and were admitted by the Nacodah Mahomed Ibrahim to a Passage onboard the Hummaeyen Shaw to Madras - that for the two following days the Fahrzeadum continued in Company with the Hummaeyen Shaw in total deviation from the Voyage to Bengal and at parting Company was steering two points to the Southwards of the Hummaeyen Shaw's Course to Madras - That they the Declarants on board the Hummaeyen Shaw arrived at Madras on the Twenty Eighth Instant - and on this Twenty Ninth day of December they appeared before me Notary and desired to protest for and on behalf of the said Samuel Mookartish Mooreat in all and every the Matters and Circumstances aforesaid. -

Wherefore I the said Notary at the instances of them the Declarants HAVE protested and by these Presents DO solemnly protest against the said Ajee Mouchet bin Ally Shaw Master of the Ship Fahrzeadum as aforesaid and against the said Ship and her Cargo and all Persons whomsoever whom it may Concern for all and Singular the premises To the intent that the several Matters aforesaid may be taken as true and notorious and due notification be thereof made and that all Persons who may be liable by reason thereof or of any of them to sustain any losses, Costs, Charges, damages or Expences may become chargeable and charged therewith and duly render or account for the same as it shall behove them - In Testimony whereof I have hereunto set my hand and seal the day and year first above written -

(Signed) Cha Walters LS

Be it known unto all Persons whom it may Concern that on the Third day of January in the year of Our Lord One thousand eight hundred and three at Fort Saint George Madras on the Coast of Coromandel in the East Indies before me Charles Walters Notary Public by Lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Personally appeared William Abbott and Richard Arthur Maitland of Fort Saint George aforesaid Merchants and Copartners And declared for truth before me Notary as follows that is to say That they are Sole Owners of the Ship now called or known by the Name of the Vulcan of the burthen of four hundred and fifty Tons or thereabouts which is at this time at Sea on a Voyage to the Coast of Sumatra and is shortly about to be dispatched to Europe under the Command of

That they the Declarants purchased the same Vessel at Public Outcry at Madras in the Month of May last of and from his Majestys Naval Officer at Madras together with her furniture Stores and appurtenances for the sum of Star Pagodas Six thousand and Nine hundred And that the same Vessel then known by the Name of the Vulcan Bomb of and belonging to the Squadron of his Excellency

Vice

Vice Admiral Peter Rainier Commander in Chief of his Majestys Ships and Vessels in the East Indies) was duly transferred to them by Thomas Hoseason Esquire his Majestys said Naval officer at Madras by Virtue of the Order of his Excellency on the twenty Ninth day of the said Month of May In Evidence whereof the Declarants produced to me Notary at the time hereinfirst above mentioned the Original bill of Sale of the same Bomb Vessel Vulcan under the hand and seal of the said Thomas Hoseason and dated the said twenty Ninth day of May together with a Copy (thereunto annexed) of the Warrant or Order of his said Excellency Vice Admiral Peter Rainier authorising the said Thomas Hoseason thereunto And for the Manifestation of the premises to all whom it may Concern Have transcribed at the foot of this my Public Act true Copies of the aforesaid documents which I have carefully collated and compared with the Originals so as aforesaid produced to me by the Declarants —

And be it further Known and Made Manifest to all Persons whom it may Concern That on the same third day of January One thousand eight hundred and three at Fort Saint George Madras aforesaid before me the said Notary Personally appeared Charles James Johnston Esquire a Captain in his Majestys Royal Navy and Governor of his Majestys Naval Hospital at Madras who Voluntarily affirmed and declared for truth before me Notary the facts and circumstances following that is to say That he the last Named Declarant Knows the Vessel which is in his Majestys Service under the Orders of Vice Admiral Peter Rainier was lately called the Vulcan Bomb and which appears by the Documents herein after transcribed to have been on or about the twenty Ninth day of May last duly sold to Messrs Abbott and Maitland of Madras Merchants That the same Vessel has been in his Majestys Service and forming part of the Squadron of his Majestys Ships and Vessels in the East Indies under the Orders of his Excellency Vice Admiral Peter Rainier Commander in chief for years and upwards previous to the said twenty Ninth day of May last That he the Declarant was serving as a Lieutenant on board His Majestys Ship Arrogant in the year One thousand seven hundred and Ninety Six when the said Bomb Vessel Vulcan (then bearing the Name of the Batavian Welfare belonging to the Dutch) was captured at Hodeida in the Red Sea That the same Vessel was soon afterwards taken into his Majestys Service That he the Declarant has heard and verily believes that the said Vessel has been condemned by the High Court of Admiralty of England as good Prize to his Majesty And as evidence of such Condemnation having taken place that he the Declarant did on or about the twenty first day of April One thousand and eight hundred receive the hands of Messrs Phillips and Dundas the agents appointed by the Captors at Bombay his, the Declarants Prize Money which became payable by reason of such Capture of the same Vessel And that he verily believes the same Prize Money has been distributed to and amongst the Captors in general —

In faith and Testimony of which Declarations and that the Matters thereby affirmed unto may be regarded as true and Notorious I the said Notary have granted this Public Act under my hand and the Seal of my office in Fort Saint George aforesaid the day and year first above Written —

(Signed) Chs Watters
Not Pubk

(Copy)

Know all Men by these Presents that I Thomas Hoseason His Majestys Naval Officer by Virtue of the Orders of His Excellency Peter Rainier Esqre Vice Admiral of the Blue and Commander in Chief of His Majestys Ships and Vessels in the East Indies, Copy of which is hereunto annexed, for and in consideration of the Sum of Six Thousand Nine hundred Star Pagodas to me in hand paid by Messrs Abbott and Maitland of Fort Saint George Merchants at or before the sealing and delivery of these Presents, the receipt whereof I do hereby acknowledge and therefrom and of every part and parcel thereof do fully clearly and absolutely acquit release and discharge the said Messrs Abbott and Maitland their Successors Administrators and Assigns and every of them for ever by these presents have granted Bargained Sold Assigned Transferred and set over and by these Presents do fully clearly and absolutely grant Bargain Sell Assign Transfer Set over unto the said Messrs Abbott and Maitland their Successors Administrators and Assigns forever His Majestys Bomb Vessel Vulcan of the Burthen of Four hundred and Fifty Tons or thereabouts and Now at Anchor in the roads of Madras also all Singular the Anchors Cables Ropes Masts Sails Yards Boats Oars Shears Tackle Apparel Furniture & Shares whatsoever as per Inventory on board His Majestys said Bomb Vessel Vulcan or belonging or in any wise appertaining to her to have and to hold the said His

Majestys Bomb Vessel Vulcan and all and singular other the above bargained Premises with their appurtenances & every part and parcel thereof unto the said Messrs Abbott and Maitland their Successors Administrators and assigns to their own and proper use and uses and as their own proper Goods and Chattles from henceforth & for ever more —

In Witness whereof I Thomas Hoseason His Majestys Naval Officer aforesaid have hereunto set my hand & Seal in Fort Saint George this Twenty Ninth day of May in the year of our Lord One thousand Eight hundred and two —

Signed Sealed and Delivered where no Stamped Paper is to be had in the presence of } (signed) T Hoseason (LS)

Signed { Robt Scaun
Josh Crampton

Naval Officers
at Madras

By Peter Rainier Esqre Vice Admiral of the Blue and Commander in Chief of His Majestys Ships and Vessels in the East Indies

His Majestys service having no further occasion for the Vulcan Bomb now lying in this Road —

You are hereby required and directed to dispose of that Vessel her Masts Sails and Furniture at Public auction as soon after the date hereof as may be convenient previously advertising the Sale in the Public Papers duly accounting for the amount to the Navy Board —

Given under my hand on board his Majestys Ship Victorious Madras roads 20th May 1802 —

(signed) Peter Rainer

Thomas Hoseason Esqre
Naval Officer
Madras

A True Copy
(signed) T Hoseason
Secy & Naval Officer

By Command of the Commander in Chief
signed F Hawke
Pro Secy

(LS) (signed) Cha Walters
Not Publk

By this Publick Instrument of Declaration and Protest Be it made Manifest Unto all Persons whom it may concern That on this Twenty eighth day of December in the year of Our Lord One thousand eight hundred and two before me Charles Walters Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Personally Appeared Nizam Saib and Saidoo Boil Ghomastahs for and on behalf of Matradoss and Jearam Doss of Madras Merchants And the said Appearers at the said time and place did make Known and declare for truth to me Notary as follows that is to say That in or about the Month of September in the year One thousand eight hundred and one the Ship Fahiz Alem of the burthen of One thousand Tons or thereabouts and then being (as she still is) the property of Moola Ferose bin Husen Shaw was bound on a Voyage from Madras towards Rangoon under the Command of the said Moola Ferose bin Husen Shaw or other Navigator under him — And that the said Moola Ferose bin Husen Shaw as Owner as aforesaid having taken up at Respondentia of the said Matradoss and Jearam Doss for the expence of repairs and outfit of the said Ship and her Cargo the Sum of Star Pagodas Seven thousand two hundred and eighty five eleven fanams and twenty Cash to run at respondentia on the said Ship Fahiz Alem and her Cargo from the port or road of Madras to Rangoon and at Rangoon to be paid at the Exchange of five Ticals of the twenty fifth Silver per each Pagoda amounting to Ticals of the Twenty fifth Silver Thirty six thousand four hundred and twenty six and a quarter at the expiration of thirty one Days — after the safe arrival of the said Ship Fahiz Alem at the Port of Rangoon the said Moola Ferose bin Husen Shaw (by his Name and by the addition of Merchant and Owner of the said Ship Fahiz Alem) executed a Bond of Respondentia dated in Madras the eleventh day of September One thousand eight hundred and one to the said Matradoss and Jearam Doss to secure such payment accordingly — and the appearers did further State to me Notary that they embarked on board the aforesaid Ship on that Voyage on the account and for the behalf of their aforesaid Principals and proceeded with her to Rangoon at which place the Ship safely arrived with the said Moola Ferose bin Husen Shaw on board her And that the said Bond of Respondentia having become payable they continued at Rangoon for the preservation of the Interest of their Principals until the time of the departure from thence of the said Ship as hereinafter related And the said Declarants did further make Known to me Notary that before the departure of the said Ship from Rangoon they did on behalf of their aforesaid Principals adjust an Account with the said Moola Ferose bin Husen Shaw concerning the Monies made payable by the aforesaid Bond of Respondentia which had long thenceforth become due — And that on the twenty fourth day of November last the same Monies

amounted

amounted to forty two thousand and two hundred Ticals of twenty five per Cent Silver and ten Annas - And upon that Occasion that they did on behalf of their aforesaid Principals agree with the said Moola Ferose bin Husen Shaw that the same last mentioned amount should run at respondentia on the said Ship Fahiz Alem for her then intended Voyage from the Port of Rangoon to Calcutta and that one fourth part of the said Ship - and part of her Cargo Viz. One hundred and forty pairs of Shinbeam plank Eighty three dooghies twenty large Mast pieces twelve Keelpieces and five thousand Sheathing boards should be Mortgaged for better securing the payment of the said Sum of Money And the Declarants also made Known to me that the said Moola Ferose bin Husen Shaw having found it expedient to appoint one Agee Mourchit bin Ally Shaw then at Rangoon to proceed with the said Ship Fahiz Alem on her aforesaid Voyage to Calcutta as Master the said Agee Mourchit bin Ally Shaw did by desire of the said Moola Ferose bin Husen Shaw enter into and execute to the Declarant Nizam Sail for and on Account of the said Matradoss and Jearam Doss a Bond of Respondentia on the said Ship Fahiz Alem and her Cargo under the hand and seal of him the said Agee Moorchit bin Ally Shaw and bearing date the said twenty fourth day of November in the Penalty of Eighty four thousand four hundred and one Ticals of twenty five per Cent Silver and four Annas Current Money of Rangoon Conditioned for the payment of the said Forty two thousand and two hundred Ticals and ten Annas at Calcutta at par (amounting to Forty two thousand and two hundred Sicca Rupees and ten Annas) Sixty one Days after the safe arrival of the said Ship Fahiz Alem at Calcutta or at her first delivering Port - and the same time the said Agee Mourchit bin Ally Shaw did on the aforesaid Account sign and deliver to the said Nizam Sail a Bill of Lading dated the said twenty fourth day of November last for the aforesaid goods proposed to be Mortgaged by the said Moola Ferose bin Husen Shaw deliverable to him the said Agee Mourchit bin Ally Shaw or his Assigns at Calcutta with a Memorandum or Certificate therein indorsed that the same Cargo of Timber was Mortgaged and delivered over to the said Nizam Sail for and on Account of the said Matradoss and Jearam Doss as a Collateral Security for the aforesaid Respondentia Bond of even date therewith - of which Respondentia Bond and Bill of Lading three parts respectively having been Signed the Declarant forwarded one part of each by the Ship Hummayoon Shah then lying at Rangoon and bound to Madras and one other part thereof they designed to take in their own charge in and upon the said Ship Fahiz Alem to Calcutta And the appearers furthermore declared to me Notary that the said Ship Fahiz Alem being ready for sea she departed from Rangoon towards and for Calcutta on the thirteenth December Instant with the appearers on behalf of their aforesaid Principals Matradoss and Jearam Doss and with two Armenians Named Gregorio Lucas and Isaac Moses Simeon on behalf of Samuel Moocartish Mooat of Madras Armenian Merchant

Merchant and with other Persons in like Manner deputed for the preservation of the Interest of their respective Principals and purposing therefore to proceed with the Ship to her intended Voyage to Bengal on board her And that on the seventh Instant in the Morning the Ship reached the Sand Heads of the River in seven Fathom water (where the Pilot is usually discharged) in Company with the aforesaid Ship Hummayoon Shah And the Declarants Moreover related and declared for truth to me Notary that between the hours of Eight and Nine A. M. the Pilots boat was alongside the Fahiz Alem and the Pilot was just about to leave the Ship when the Master Agee Mourchit bin Ally Shaw came up to them the Declarants and to the said Gregorio Lucas and Isaac Moses Simon and desire them to go into the Pilots boat and return to Rangoon or otherwise to proceed on board the other Ship (meaning the said Ship Hummayoon Shah then in Company with the Fahiz Alem and not far distant) for that the said Agee Moorchit bin Ally Shaw was going to Muscat That the Declarants thereupon answered that the property of their Principals the said Matradoss and Jearam Doss was on board the Ship Fahiz Alem - And that they should therefore go with it and with him to Muscat but that the said Agee Mourchit bin Ally Shaw Nevertheless insisted that the Declarants should leave the Ship - And that if they did not, he would cut off their heads That the Declarants seeing then the necessity of complying with the will of the said Agee Mourchit bin Ally Shaw and of their leaving the Ship asked him for their Escrutoire that they might take their Papers with them but that the said Agee Mourchit bin Ally Shaw positively refused to let them have their Papers or any of their Articles of property - That during this time the Pilots Boat with the Pilot in it was detained alongside of the Fahiz Alem And ~~the~~ Agee Mourchit bin Ally Shaw ordered the Lascars ~~on board to force the Declarants and the said Gregorio Lucas~~ on board to force the Declarants and the said Gregorio Lucas and Isaac Moses Simeon and some others into the boat which order was accordingly executed And the Declarants and the said other Persons in the boat who were in like Condition with them were put on board the Hummayoon Shah That afterwards Mahomed Abrahim Navigator of the last mentioned Ship did at the instance of the Declarants send a boat on board the Fahiz Alem to demand from the said Agee Mourchit bin Ally Shaw the Papers and other Articles of property belonging to the Persons whom he had expelled from his Ship and to remonstrate against his conduct but that although the said Agee Mourchit bin Ally Shaw delivered up the Escrutoire of the Declarants he withheld the Papers which it contained and amongst the rest one part of the said Respondentia Bond and bill of Lading respectively of the thirteenth day of November One thousand eight hundred and two And the said Agee Mourchit bin Ally Shaw again declared that he was going to Muscat - That the Declarants having been admitted to a passage in the said Ship Hummayoon Shaw to Madras proceeded therewith whilst the said Ship Fahiz Alem parting Company pursued her course one or two Points to the South and in about two days thereafter was out of sighht And that the Declarants having arrived in the Ship Hummayoon Shaw on the day of the date of this my Public Act appeared before me Notary on this day and desired on behalf of their aforesaid Principals and of all others who should be concerned in the premises to make Known the matters of fact hereinbefore related in order that due evidence might be had thereof - and they did further more desire this my Public Protest to avail their said Principals at time and place Convenient -

Wherefore

Wherefore I the said Notary at the desire of the Declarants Have protested and by these presents Do Protest against the said Agee Mourchit bin Ally Shaw and against the said Moola Ferose bin Husen Shaw and against all other Persons whom it may in any Manner Concern for and by reason of all and Singular the premises to the intent that the same may be made Manifest and notorious and that all Persons on whom it may be incumbent May thereupon sustain bear pay and discharge all sums of Money losses Costs charges damages and expences as it shall behove them respectively In Testimony whereof I the said Notary have hereunto Set my Hand and affixed my Seal of Office at Fort Saint George aforesaid the day and year first above written -

(signed) Cha Walters

Not Pubk

L S

Charles Howard Sheen Commander of the Ship Gilwell Mentioned in the Public Notarial Act hereunto Annexed Maketh Oath and Saith That the Contents of the Same Public Act And the Matters of fact Detailed in the Extracts from the Log Book of the said Ship Gilwell and also in the declaration thereunto Subjoined are Respectively true. -

Fort Saint George this
Seventh day of January 1803
Sworn - Before Me

(Signed) C H Sheen -

(Signed) Henry Gwillim -

Be it Known unto all Persons by this Publick Instrument of Declaration and Protest that on this Twenty Second day of December in the year of Our Lord one thousand Eight hundred and Two before Me Charles Walters Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Personally Appeared Charles Howard Sheen Commander of the Ship Gilwell now laying in the Roads of Madras whither She arrived on the twenty first Instant off her Voyage from London and Madeira And the said Appearer at the said time and place declared for truth to Me Notary as follows that is to say that the said Ship Gilwell being tight Staunch strong well manned and Victualled Sailed from the Downs in prosecution of her aforesaid Voyage towards and for Madeira on the fourteenth day of June last - And that the said Ship arrived in good Safety at Madeira on the first day of July last - And having there taken in Cargo, that She departed and set Sail from Funchal Roads on the Sixth day of the said Month of July - on her Voyage to Madras And the Appearer declared to Me Notary - That from thence until the thirtieth day of August following And until the Ship had arrived in the Latitude of thirty four degrees South (or thereabouts) he had experienced fair and Moderate Weather - But that on the thirtieth and thirty first days of August and on the first Second third and fourth days of September And from thence on divers and very Many days and times following during the Months of September October and November the Ship had met with Such boisterous and severe gales of Wind tempestuous weather and heavy Seas that notwithstanding the greatest care and deligence on the parts of him the Appearer and his officers their constant attention to the State of the Ship and the utmost exertions of the Crew, the Ship not only Shipped vast quantities of Water but also Carried away and Split Several Masts Yards Spars and Sails and otherwise Suffered very Considerably in her tackle Apparel Rigging and furniture By reason whereof the said Ship had been delayed in her Passage - And as the Appearer had reason to apprehend, the goods of her loading must have Suffered damage from the Seas - And the Appearer did at the time and place first hereinbefore Mentioned produce to Me Notary the Log Book of the said Ship Gilwell Containing a detail of the damages and losses occasioned to the Ship by means of the winds and weather aforesaid and the particular accidents attending the same - And did before Me Notary testify and declare that the several circumstances therein recorded were faithfully and truly related according to their actual occurrence - From which Log Book I have at the desire of the Appearer, extracted Such and so many particular facts as Most Materially Concerned the purpose of him the Appearer to declare before Me Notary - And I have also at his desire Subjoined to this my Public Act and Made apart thereof true Copies of Such entries - Which I certify and attest to be faithfully extracted from the said Original Log Book - And the Appearer did declare and Solemnly assert before Me Notary that all Such damages and losses as the said Ship may have Suffered in her hull tackle Apparel or furniture or the goods of her loading And all deviations (if any) from the direct course of her Voyage were wholly occasioned by the Winds and Seas and not by or thro' the Act default or neglect of him the Appearer or his Officers or Crew - As would also in part appear by the several testimonials entered in the said Log Book and Signed by the several Persons whose names appear thereunto Subscribed and of which I have also added hereunto true and correct Copies - And for all and every the Matters aforesaid as declared and confirmed for truth before Me Notary the Appearer did on behalf of himself and his owners desire to protest. And accordingly he doth Solemnly by these

presents

presents protest against the Winds and Seas aforesaid for all Loses and damages whatsoever that shall appear to have been sustained by the said Ship her tackle apparel or furniture or the goods of her loading or any part thereof And for all Charges and expenses already incurred or expended or to be paid expended or bestowed by reason or means of the several matters aforesaid or any of them And also for all and every other Cause matter and thing whatsoever which he the Appearer can may or ought to protest for or against in or about the premises And the Appearer did desire of me Notary this my Public Act in evidence of the premises and to the intent that it may be available in the Manifestation and Recovery of all such damages loses Costs Charges and expences in time and place convenient Wherefore I have granted these presents under my hand and Seal at Fort Saint George aforesaid the day and year first above written.

(Signed) Tha Watters
Not. Publick

Extracts from the Log Book of the Ship Gilwell from London towards Madeira and Madras. —

Thursday 24. June - Carried away the Larboard foretop mast Studding Sail Boom. —

30. Aug. Shipped a great deal of Water —
Split the Jib —

31. Split F. & Mij. Top Sails & carried away the Rings of the Cross Jack Yd.
Blowing hard throughout this day. the Sea so confused as to make the Ship labour a great deal which with the wet weather has done much damage to our Sails & Rigging —

Lat. obs. 34: 32: S.

Sept. 1. Split the Maintop Mast Stay Sail
Carried away both the Main Foretop Sail Sheets Split Main top Sail
Carried away Mizen top Sail Sheet
Hard gales with a tumultuous heavy Sea which from its irregularity Causes us to Ship much water —

Lat obs. 35: 2: S. —

2. Fresh gales and Squally with a tumultuous heavy Sea which occasions the Ship to labor very hard and Ship great quantities of water over all — the Sea at times Making fair breaches — by occasions the Ship to make more water — was to render it necessary to pump the Ship every 2 hours at 14 inches —

Lat obs. 35: 10: S. —

3. Find on inspecting the after Hold that the bale of Woollens Marked C.R. S. N.2. had got a little wet cut off the mat Covering & several dry Canvas in place of it. it appearing that the said damage was Caused by a leak in the Lower deck. —

Sept. 4. In examining the After Hold we find a Hogshead of Wine branded on the Head M. M. and marked A. on the Bung which from the Violent laboring of the Ship had pitched away & in consequence thereof was Stove on the Head which Caused it to leak. —

9. Split fore top Mast Studding Sail

18. Split the M. top gallant Studding Sail
at 6. — 30. Squalls Carr.d away the Jib Sheet.
Split the Jib. fore and Mizen top gallant Sails & Middle Stay Sail
Hard Squalls. —

20. Stony Gales and Squalls with Rain. the Sea running very high which causes us to Ship a great deal of Water. —
at 4. In 1.st and 2.d Reefs Main top Sail
at 5. hard gales. Carr.d away the fore top Sail Sheet. Split the foretop Sail. Split the Main top Mast Stay Sail
At 6. Hard gales and Squaly. the Ship laboring very hard & Shipping a great deal of Water. —
at 8. hard gales and Squaly.
at 11. 30. Carried away the Main & maintop Sailbraces and the weather Main yardarm. Split the main top Sail.
At Midnight Heavy gales and dark Cloudy weather with frequent flashes of Lightning. Carried away the fore top gallant mast and fore top Mast Stay Sail Sheet. Split the Sail. heavy gales and Squaly. Still Shipping a great deal of water. A heavy following Sea which Carr.d away the jolly boat from the Stern. Carried away the fore Sheet & Split the Sail. —

No observation

(Note) Monday 30th Sept. From the late bad weather we have experienced especialey during the last 24 hours we are in great apprehension that the Cargo will have Sustained Considerable damage in consequence of the immense quantity of water Shipped. We have in vain endeavoured to prevent its coming into the Vessel by steering her in every direction. The sea running so high as frequently to overtop the gunwale of the Ship and thereby leaving a continual quantity of water upon the Decks. we have now bent our fore top Sail the only Sail (being new) in a condition to bring to the yards and where only we can as yet attempt to carry Sail from the general deranged State of the rigging. the accident of our Main Yard tog. with all the Sails upon that Mast will we are afraid detain us Considerably our Sick list likewise increasing among the Natives who are much pinched with the Cold.

We therefore protest against any damage that may Accrue in Consequence of the above Statement of Facts In Witness whereof we

we the Commander Officers & Passengers affix our Names

Chas. Howard Sheen
Henry Duncan
Geo. Dawson —
Geo. Chinnery
M. S. Moore
Joze Vrau

Septr. 24. Strong gales and Squally weather with a heavy Sea from the S. W. which Causes us to Ship considerable quantities of water —

Octr. 1. Fresh breezes and Cloudy weather Carried away the Lower Studding Sail Haulyards & the Shop of the Foretop Mast Studding Sail Tack block Split the latter —

5. Carried away the foretop Mast Studding Sail Sheet Split the Sail Carried away the fore & main top gallant Studding Sail Sheets — Carried away the gaff halleyards —

24 Dark Cloudy weather with Sharp lightning to the S. E. Squally with Rain —
Split the Jib & foretop Mast Stay Sail —

Novr. 5. — At 4 A. M. fresh breezes and Squally weather with rain — Saw the Land bearing North — tackd — Wind very Variable — at half past 4. the Wind Shifted to W. S. W. — Tackd — when the Wind again Shifted to N. N. W. in a heavy Squall which carrd. away the 3 top gallant Masts — fore & main top Masts — Employed Clearing the Wreck Saw the land right ahead — Attempted to wear Ship — but finding that she was quite unmanageable by reason of the Wreck preventing us from working our Courses and finding that we could not clear the Land, came to with the best bower Anchor in 9 fathoms water the South part of Hog Island bearing No. distance off Shore about a Mile & a half —

Novr. 12. At 5. P. M. Came on a heavy Squall from the N. W. Split the Jib and foretop Mast Stay Sail — At 10. heavy gales and thick Squally weather with Rain Split therefore & Mizentop Sails —

17. (Observations) Stock of Provisions remaining this day Vizt. 4 bags of Rice — 3/2 Casks of Salt beef — 3/4 of a Cask of Pork 2 Kegs of butter 9.80 Gallons of water. —

We are now endeavoring to get far enough to the Westwd. that may enable us to weather Hog Isle upon a North Course having in vain attempted to work against the Current invariably Sitting us to the S. E. whilst the Winds are prevailing in the N. W. quarter — The above Statement of Provisions will serve to Shew the Exertions we are making to save our passage independent of the very unpleasant State of the Ship from a Variety of Misfortunes which have attended us throughout the Voyage. —

Signed C. H. Sheen Commdr.
(Signed) Henry Duncan Chief Offr.
Joze Fran.co
M. S. Moore
Geo Chinnery

Lat. Observ. 0° 59' 19" —

19.

19. Squally with rain and a heavy Swell from the North West Split the M. top Mast Stay Sail —

Decr. 1. Lat. obs. 6° — 15' N. At day light finding ourselves to Windwd. & the land not in sight, Called a Consultatn. of the Captain and Officers — upon the present State of the Ship — When it was unanimously agreed to bear away for Acheen from extreme want of provisions the Lascars being at a Short allowance upon their last bag of Rice we therefore protest against all and every accident which may accrue from this deviation of the Voyage — from its being a Case of absolute necessity for the general Safety of the Ship & Cargo

C. H. Sheen Commandr.
Henry Duncan 1st. Officer
Geo Chinnery
M. S. Moore
Joze Fran.co — Gunner

And afterwards that is to say on the twenty ninth day of the said month of December Before me the said Notary the said Charles Howard Sheen again appeared and furthermore declared for truth that on the ninth day of November last and whilst the said Ship Gilwell was laying off Hog Island at Anchor with a Grapnell carried out, in order to warp her farther from the Shore and a new Seven inch Europe Cable, the Wind freshened and the Ship parted from her Cable — Whereby the same Seven inch Europe Cable and the Grapnell were wholly lost — And the appearer having discovered that such last mentioned — particular damage was not recorded in the Log Book of the Ship he did desire to verify the same by his own knowledge And to make the like protest as he hath already made before me as expressed in my foregoing Public Act — In testimony whereof I have also hereunto Subscribed my Name the day and year herein first above written. —

Cha Walters
Not. Public
(L. S.)

Joseph Short Commander

Henry Duncan Chief Officer of the Ship Gilwell Maketh Oath and saith that the Contents of the Public Notarial Act hereunto annexed and the Matters of fact detailed in the Extracts from the Log Book of the said Ship Gilwell and also in the Declaration thereunto Subjoined are respectively true. —

(Signed) Henry Duncan
Chief Officer —

Fort St. George this thirteenth day of January 1803. Sworn before me
J. M. Strange

January 22d 1802

Appeared Personally before me Chas Walters Nob. Pub. Sen Wm Tate & Robert Allan of the Ship Vulcan belonging to Mess. Abbott & Maitland to protest as damage that may be done to the Ship appeared on the West Coast of Sumatra which is recorded in the following Extract from the Ships Log

Monday Sept. 27th 1802

At 1/2 past 6 P.M. Steering from S.E. by S. to S.E. to pass Passage Island — Soundings as usual from 14 fms to 12 and in keeping the Island well on board to clear a reef of rocks that lay toward the main, — fell into 6 fms — and before we could get her head round from the Island the struck on the reef but went off immediately —

However we have reason to suppose the may have received some damage

Wm Tate
Robt Allan

Madras 4. October 1802

Five Months after date (promised to pay to Samuel) or his order the sum of Two hundred Forty four Star Pagodas & thirty two fanams with Interest at 12 per Cent per Annum

Ant. Gandon

Presented ~~Bill~~ for payment 4th March 1803

R. Cothumbacum Chinniah Moodliar
Fort St George

Sir

At twenty days after Sight please to pay to Colonel John Pater or order the Sum of Eight hundred Company's Rupees (800) Value received here and place the same to my account

Yours obediently
C. Annantiah Br

Trichinopolly
18 Jany 1803

(Indorsed) Pay the contents to Messrs Chase Chinnery & Mr Dowall —

J. Pater

On this 1st day of February in the year of our Ld 1803. I Daniel Neale Notary Public by lawful authority duly admitted and sworn & dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the orig. Bill of Exchange (whereof the above Transcript is a true Copy) to R. Cothumbacum Chinniah Moodliar (the Person on whom the sd bill is drawn) for his acceptance thereof upon which presentmt the sd Drawee wholly refused to accept the sd bill for want of funds of the Drawer to answer the same bill Wherefore I the sd Notary (at the instance of Messrs Chase Chinnery & Mr Dowall the Holders of the sd bill of Exchange) Have

protested and by these presents Do protest against the Drawer of the Bill of Exchange and against the Indorser thereof and against all other Persons whom it may concern for the Nonacceptance of the said Bill for Exchange Re-exchange and all Costs Charges Damages & Interest suffered & to be suffered for want of such acceptance Thus done and protested at Fort Saint George aforesaid the day & year first above written

£ 2000 Stg.

London 8th July 1802

at fifteen days Sight pay this my first of Exchange to the Order of Messrs. Abbott and Maitland the value of two thousand pounds Sterling Value received of Messrs Richd Wm Cox Lee & Co. Leadenhall Street & place to account as per advice from

To Mahomed Najeb Khan Behauder and Mahomed Yuker Ally Khan Behauder Regents for His Highness the Nabob Faje ul Omrah Behauder Nabob of the Carnatic at Madras

J. Stuart Hall
Agent of His Highness the Nabob Faje ul Omrah Behauder Nabob of the Carnatic

On this third day of February in the year of our Lord one thousand eight hundred and three I Daniel Neale Notary Public by lawful Authority duly admitted and sworn and Dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies did present the Original Bill of Exchange (whereof the above transcript is a true Copy) to Mahomed Yuker Ally Khan Behauder (one of the Persons on whom the said Bill is drawn) for his acceptance thereof upon which presentment the said Drawee wholly refused to accept the said Bill for want of funds to answer the same And I the said Daniel Neale on the same day and year aforesaid was informed that Mahomed Najeb Khan Behauder the other person on whom the said Bill is drawn hath been dead several Months Wherefore I the said Notary (at the instance of Messrs. Abbott and Maitland the Holders of the said Bill of Exchange) have protested and by these presents Do protest against the Drawer of the said Bill of Exchange and against all other Persons whom it may concern for the Nonacceptance of the said Bill and for Exchange re-exchange and all Costs Charges Damages and Interest suffered and to be suffered for want of such acceptance Thus done and protested at Fort St George aforesaid the day and year first above written —

Daniel Neale Esqre Acting for
Emanuel Samuel Esqre
Notary Public or to any other Notary at
Fort St. George

Sir

I have some time ago signed to two Papers which my Wife procured to be drawn in the presence of Mr George Mc Mahon a Public Notary which she Kept in her Possession and another is in the hands of the said Gentleman I wish to consider about the said Papers now because I was not in an agreeable situation then to know the contents of the same by ill state of health & having for that purpose asked my Wife to give me the said Will & she refuses to do so & I have in consequence signed the accompanying letter to Mr Mc Mahon to send me the one in his hands & beg you will take an attested Copy of the same and give back the Original to me for Appasaumy Pillay if he does not get the Will from Mr Mc Mahon on giving the said letter. You are hereby Empowered to write to Mr Mc Mahon about it and on getting the same to give it to my said son Appasaumy Pillay and I do hereby further declare to you as Notary that the said two Papers executed by me as my Will & but Papers which my Wife got me to sign to which I was in an uncertain situation to Judge what was proper & what was not and particularly as my Wife has refused to shew me the said Will I have sufficient reason to suspect that she has procured certain unbecoming Matters to be written in the same Therefore I hereby revoke the said Will & beg you will register this my Declaration by way of letter in your Notarial Book so as to serve for doing away the said Will if it is attempted to be brought before the Court I am Sir

Your very Obedient Humble Servant

Madras
2d January 1803

(Signed) Nayaroo Verda Pillay

George . Mr . Mahon Esqr

Attorney at Law

Sir -

The two Papers which you saw me execute some time ago purpor-
-ting to be my Will was procured to be drawn by my Wife and I have
not been able at that time to Judge as to the property of its Contents owing
to my Mind was in an unsettled state by severe illness I am Now some-
-what better and desired my Wife to shew the Will which she has in her possession
so that I may see it with attention & then determine to myself whether it will
do or not but as she refuses to do so I beg you will be pleased to send me the
one that you took with you & I shall then consider what is proper to be done
Relative to my Estate & until which time the two Papers which I executed
in your presence are not the directions which is to take place after my death
Concerning my Estate Therefore beg you will not pay any Manner of attention
to what any Person on behalf of my Wife May speak to you in order to
detain the said Will but have the Goodness to send it to me forthwith in so
doing you will much oblige -

Sir

Madras
2d January 1803

Yr very Obedient Hble Servt
Nauyaroo Verda Pillay

On this eighth day of February in the year of Christ one thousand eight hundred
and three appeared before me Daniel . Neale . Notary Public by Lawful Authority
duly Admitted and Sworn and dwelling and practising at Fort Saint George . Madras on
the Coast of Coromandel in the East Indies at my Office in Fort St. George aforesaid
Soobroy Moodelliar Tantapillay Appah Sawmy Ramasawmy Pillay and Mounk Appa-
-rawmy Pillay all of . Madras Inhabitants and respectively persons of good faith credit
& reputation and I Notary did then and there produce and shew to the said
Soobroy Moodelliar Tanta pillay Sawmy Ramasawmy Pillay and Mounk Apparawmy
Pillay the Original Letter of which the foregoing is a true transcript and I
Notary did then & there require of the said Several Persons to declare to me
Notary their Knowledge of the said Letter and they did accordingly declare
as follows And first the said Tantapillay Appah Sawmy did Solemnly de-
-clare that on the 2d day of January last the day the foregoing Letter
bearing date he the Informant was at the House of Nauyaroo Verda pillay the

the Person whose Name appears sub or Subscribed thereto he being the last Keeper of
the said . Nauyaroo Verda pillay And that there were present at the time and place
aforesaid Iyah Sawmy Pillay the eldest Son and Appasawmy Pilay the second Son of the
said Nauyaroo Verda pillay And the said Tantapillay Appah Sawmy did further
declare to me Notary that at the time and place aforesaid the said Nauyaroo Verda pillay
did in the hearing of the said Informant desire his Son Appasawmy Pillay to go to Mun-
-gatoy Ammale the wife of the said Nauyaroo Verda pillay who was then in some part
of the House And request her to deliver to him a paper writing which he the said
. Nauyaroo Verda pillay had Signed some time previous thereto And at a time when
he the said Nauyaroo Verda pillay was dangerously ill and in a state of insensi-
-bility And which Paper writing purporting to be the last will of the said Nauyaroo
Verda pillay was procured to be drawn up and prepared by her the said Mungatoy
Ammale and Gopaul Kistna and Narrainsawmy two of the Sons of the said Nauyaroo Verda
-pillay who also procured the Signature thereto of the said Nauyaroo Verda pillay And
the said Informant did further declare to me Notary that to his Knowledge the said
Appasawmy Pillay did agreeable to his said fathers desire go to the said Mungatoy
Ammale for the purpose aforesaid And that he the said Appasawmy Pillay re-
-turned to the said Nauyaroo Verda pillay and acquainted him in the presence of
the said Informant that the said . Mungatoy Ammale had positively refused
to deliver to him such Paper writing And the said Informant did further
declare to me Notary that the said Nauyaroo Verda Pillay told him the
Informant and several other Persons that he had no Knowledge whatever of the
Contents of the aforesaid Paper writing And that he was fearful it Contained
words wholly Contrary to the true and Meaning of him the said Nauyaroo Verda pillay
~~or that the said Nauyaroo Verda pillay~~ or that the said Nauyaroo Verda pillay expressed
himself in words to some such or the like purport or effect And the said Informant
did further declare to me Notary that the said Nauyaroo Verda pillay did
then desire his said Son Appasawmy Pillay to procure the Original Letter
of which the foregoing is a true and exact transcript to be written to me Nota-
-ry and that the said Appasawmy Pillay did accordingly cause such Letter to
be prepared that the same when so prepared was read over to the said Nauyaroo
Verda pillay in the presence of the said Informant And that he the said
Nauyaroo Verda pillay perfectly understood the Contents and Signified his
approbation thereof and did in the presence of the said Informant subscribe
his . Name thereto And the said Informant did further declares to me
Notary that about one Month previous to the death of the said Nauyaroo -
Verda pillay and subsequent to the time when he so signed such Paper
writing purporting to be his will as aforesaid he the said Nauyaroo Verda
pillay ordered him the Informant as Cash Keeper to him the said Nauyaroo
Verda pillay to pay to his eldest son the said Iyah Sawmy Pillay Pagodas
one thousand for the purpose of enabling his said son to make preparations for
the funeral & other Ceremonies to be performed by him the said Iyah Sawmy
Pillay

Pillay after the death of him the said Nauyaroo Verda Pillay And that he the Informant in pursuance of such Orders did accordingly pay such Sum of Money to the said Iyah Sawmy Pillay to be applied by him in Manner before Mentioned And that the said Nauyaroo Verda Pillay was very uneasy till such Money was paid to the said Iyah Sawmy Pillay And was angry with the Informant for not having paid such Money when he first ordered him And the said Informant further declared to me Notary that the reason he did not immediately pay the said Sum of Money was owing to his not having had a sufficient Sum in Cash in the house at the time And the Information Mount appah Sawmy Pillay did at the time and place before Mentioned declare to me Notary that the foregoing letter was written by him at the request of the said Appah Sawmy Pillay on the said Second day of January last at the house of the said Nauyaroo Verda pillay And the other Informants Soobroy Moodelliar and Ramasawmy Pillay did at the time and place aforesaid declare to me Notary that they were present at the house of the said Nauyaroo Verda Pillay on the said Second day of January last and did see him the said Nauyaroo Verda Pillay Set and Subscribed his Name to the Original letter of which the foregoing is a true and exact Copy the same having been first read to and approved of by him the said Nauyaroo Verda Pillay And that they the said Informants Soobroy Moodelliar and Ramasawmy Pillay together with the said Tauta pillay Appah Sawmy did then and there after the signing of the said Original Letter by the said Nauyaroo Verda Pillay Severally Subscribe their Names thereto as Witnesses And the said Informants Soobroy Moodelliar Ramasawmy Pillay and Tautapillay Appah Sawmy did severally and respectively Most Solemnly declare to me Notary that the Name or Signature subscribed to the Original letter of which the foregoing is as aforesaid a true and exact Copy And which purports to be the Name or Signature of the said Nauyaroo Verda pillay is of the proper hand writing of him the said Nauyaroo Verda pillay And that he the said Nauyaroo Verda Pillay well Knew what he was doing when he so signed such letter And the said Informants Ramasawmy Pillay and Tautapillay Appah Sawmy did further declare to me Notary that they do verily believe it to have been the intention of the said Nauyaroo Verda pillay that such letter should operate as a entire revocation of such paper writing so signed by him the said Nauyaroo Verda pillay and purporting to be his last will as aforesaid And I the said Notary do hereby Certify and declare that the Original letter of which the foregoing is a true and exact transcript was received by me Notary on the day the same bears date And that the said Original letter is now in the Custody & possession of me Notary Now therefore I the said Notary at the request of Iyah Sawmy Pillay the eldest son and head of the family of the said Nauyaroo Verda pillay Now deceased he having departed this life on the day of last past do by this public Instrument and Notarial act Make Known unto all and every person and persons whomsoever whom it doth or may in any Manner Concern that such paper writing so signed by the said Nauyaroo Verda pillay in his life time as aforesaid purporting to be his last will and which is the same Paper writing Mentioned and referred to in the Original Letter of which the foregoing is a true Copy is by virtue of such Letter become Omitted Made void and of none effect And that the said letter is a Complete Act of revocation of the said Will wherefore I Notary do Most Solemnly protest against the said Will being in any Manner Carried into effect as also against any of the Property and Effects belonging to the Estate of the said Nauyaroo Verda Pillay deceased being removed from the house of the said Nauyaroo Verda pillay or taken possession of by any other person than the said Iyah Sawmy Pillay as the head of the said family And I Notary do further Most Solemnly protest against any person or persons whomsoever attempting to take or taking upon themselves himself or herself the performance of any of the Ceremonies or Acts required by the Custom of the Natives to be done or performed by the head of a family And also against the Interference or intermeddling of any person or persons whomsoever other than that of the said Iyah Sawmy Pillay the head of the said family touching or Concerning the Estate and Effects of the said Nauyaroo Verda pillay his late father deceased in any Manner whatsoever In Testimony whereof I the said Notary have hereunto Set my hand and Seal of my Office at Fort Saint George aforesaid the day and year first above written —

£ 2000 Sg

London 8th July 1802

At fifteen days sight pay this my first of Exchange to the Order of Messrs Abbott & Maitland the Value of two thousand pounds Sterling value received of Messrs Wm & Edd Lee & place to account as ye advice from

To Mahomed Najee Ally Khan Behawder and Mahomed Tukee Ally Khan Behawder Regents for His Highness the Nabob Taje Ul Omrah Behawder Nabob of the Carnatic at Madras

Js Stuart Hall
Agent of His Highness the Nabob Taje Ul Omerah Behawder Nabob of the Carnatic

On the third day of February in the year of our Lord one thousand eight hundred and three I Daniel Neale Notary Public by lawful Authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies did present the Original Bill of Exchange (whereof the above transcript is a true Copy) to Mahomed Tukee Ally Khan Behawder

Behauder one of the Persons on whom the said Bill is drawn for the acceptance of the said Bill upon which presentment the said Drawee wholly refused to accept the said Bill for want of fund to answer the same and I the said Daniel Neale on the same day and year aforesaid was informed that Mahomed Najee Khan Behauder the other Person on whom the said Bill is drawn hath been dead several Months And on this twenty first day of the same present Month of February in the year aforesaid (being the day on which the said Bill of Exchange after the sight thereof by the surviving Drawee aforesaid became due and payable according to its Tenor I the said Notary did again present the said Original Bill of Exchange to the said Mahomed Ally Khan Behauder And I the said Notary did then require the said Mahomed Ally Khan Behauder to pay the contents of the said Bill upon which last Mentioned presentment the said Drawee wholly refused and neglected to pay the contents of the said Bill for the reason he had before assigned And the same bill remains wholly dishonored Wherefore I the said Notary at the Instance of Messrs Abbott and Maitland the Holders of the said Bill of Exchange) Have protested and by these presents Do protest against the Drawee of the said Bill of Exchange and against all other persons whom it may concern for the non payment of the said Bill and for Exchange Rexchange and all costs charges Damages and Interest suffered and to be suffered for default of the payment thereof Thus done and protested at Fort St George aforesaid the day and year last above written —

Exchange for 1650. Spanish Dollars at 150 per Drs
For 100 pan Pagodas —

Malacca the 29th Decemr 1802

At twenty days sight this my first of Exchange Second same tenor and date not being paid Pay unto C. W. Young Esqr or his order the sum of one thousand and one hundred star Pagodas being for value received as per advice from Wm McLeod Esq
Negapatnam
(Signed) Pay to Lt Col Allen Taylor or order
C. W. Young
Pay to Messrs Chase Chinnery and McDonald
of Madras or their Order
Fldi. Taylor —

Daniel Neale Notary Public by Royal Authority duly admitted sworn & Practising at Fort St George & in the Coast of Coromandel in the East Indies Do hereby Certify Attest & Declare that on the day of the Date of these presents aforesaid I did Present or cause to be Presented the Original Bill of Exchange (whereof a true Copy is above written) unto Mahomed Najee Khan Behauder one of the Persons on whom the said Bill was drawn for his acceptance thereof which presentment the said Drawee wholly refused to accept the said Bill for want of fund to answer the same Wherefore I the said Notary at the request of Messrs Chase Chinnery & McDonald Merchants & Holders of the said Bill of Exchange have protested and by these presents Do protest against the Drawer of the said Bill of Exchange & against the Endorsers thereof respectively & against all other Persons whom it may concern for the non acceptance of the said Bill & for Exchange Rexchange and all costs charges Damages & interest suffered & to be suffered by reason of the non acceptance thereof Done & protested at Fort St George Madras aforesaid the 5th day of March in the year of our Lord 1803

(101) Pags Pondicherie 29. Jan.y 1803

Sir / On demand Please to pay to Captain Newbiggings order the Sum of one hundred Pagodas (100) Value received two bills of the same tenor and date being granted, one of which being paid, the other to remain void which Sum place to the acct of

Mr. Gibson
Madras
(Accepted) James Newbigging

Your obed Servt
Chas Pearce
Cashr 19 Regt

On this 10th day of March in the year of our Lord 1803 at the request of Messrs Chas Chinnery & Co. Donors (the holders & bearer of the Bill of Exchange whereof above copy is above written) I Daniel Neale Notary Public by Lawful Authority duly admitted sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies Did present the original said Bill of Exchange to Mr. Gibson at Madras (the person on whom the said bill is drawn) for payment thereof whereupon and did then and there demand for the said Drawee payment of the said bill of Exchange according to its tenor — Whereupon such presentment and demand the said Mr. Gibson wholly refused to pay the contents of the said bill of Exchange for want of due advice thereof from the Drawer and the said Messrs Therefore I the said Notary at the request aforesaid Have protested and

duly have presently Do protest against the Drawer of the said bill of Exchange & against the Indorsers thereof & all others whom it may concern for the non payment of the said bill of Exchange & for all Costs Charges & Expences accrued or to accrue or to be sustained by reason of such non payment Whereof I Have protested at Fort St. George aforesaid the day & year first above written

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850 Rupees Pondicherie 28th February 1803

Fifteen days after sight of this my second of Exchange first & third of same tenor and date not being paid Please to pay to Mr. James Newbigging or his order the Sum of Eight hundred and fifty Rupees which place to account of Your obt

Poorooshadum Jain Merchant Madras (24) (000) (850) / Annachellum

Received the acceptance 11th March 1803 — Not advised but advice Shall Wait of Same from the Drawer —

On this 11th day of March in the year aforesaid 1803. at the request of Mr. James Newbigging (the Holder of the Bill of Exchange hereof a true copy is above written) I Daniel Neale Notary Public by Lawful Authority duly admitted sworn & dwelling & practising at Fort St. George Madras in the Coast of Coromandel Did present the said bill of Exchange to Poorooshadum at Madras (the person on whom the said bill is drawn) for his acceptance thereof answer to be made thereunto — Whereupon such presentment the said Drawee wholly refused to had sight of the said bill and wait then & there required to accept the same and to the contents of — But the said Drawee wholly

thereof his acceptance of the Bill forwant of due advice Also forwant of funds of the Drawer to answer the contents thereof Wherefore the said Notary Have protested and by these presents Do protest against the Drawer of the said Bill of Exchange and all others whom it may concern for the Principal Sum of the said Bill of Exchange by the Drawee also for Exchange Re-exchange and all other charges of Interest ~~Damages~~ incurred or accrued or to accrue also incurred by reason of the refusal of acceptance thereof Whereupon I the said Notary protested as aforesaid and I have hereunto set my hand and affixed my Seal of Office also the day Year first above written

D. N.

By this Public Instrument of Declaration be it made known and manifest unto all persons whom it doth concern that on the Ninth day of March in the year of Christ One thousand Eight Hundred & three and Now present I Daniel Neate Notary Public by lawfull authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at the request of Messrs Samuel Moocartish Moorat and Daniel Baboom both of Madras aforesaid Armenian Merchants did (in Company with the said Daniel Boom) proceed to the Debtors Goal at Madras aforesaid for the purpose of receiving the Declaration of Moolah Ferroos Hufsen Shaw a Native Muscat confined in the said Goal for Debt touching his knowledge of a certain Ship or Vessel called the Fazealum when the said Moolah Ferroos Hufsain Shaw declared to me Notary (thro the medium of the said Daniel Boom) as follows That is to say that in the Month of September one thousand eight hundred & one he the Declarant sailed from the Roads of Madras in the said Ship Fazealum as her Owner and Commander on a Voyage to Pegue under Arab Colours that the said Ship Fazealum was manned by arabs Frenchman and Portuguese but chiefly

by the former That the said Ship is capable of carrying Eighteen thousand Bags of Rice That she has a Poop is painted entirely black carries Thirty Guns on her Main Deck and has a female figure head and that he the Declarant knew that the said Ship Fazealum was British Built The said Declarant further declared to me Notary that the said Ship arrived in safety at Rangoon and that in consequence of an Arrangement which took place there between the said Declarant and one Ajee Mouchet bin Ally Shaw (on whose Account he the Declarant had in point of fact purchased the said Ship at Madras) he the said Ajee Mouchet bin Ally Shaw took the Command of the said Ship Fazealum at that place and sailed thence on the seventh day of December last bound as the Declarant understood and believed for Calcutta leaving the Declarant on Shore at Rangoon aforesaid and the said Declarant did further declare to me Notary as truth that about five years ago the said Ajee Mouchet bin Ally Shaw together with one Moor Abdoolah Sateef were joint Owners of three several Ships or Vessels one was called the Fazealum another the Sapphina Sunabee and the other the Monsurek That the Ship or Vessel called the Fazealum last mentioned was Pegue built had 3 Decks latterly but when she was at Calcutta had but two that another Deck was added at Pegue That the said last mentioned Ship or Vessel was Painted black & yellow carried sixteen Guns & was Capable of carrying a Cargoe of Ten thousand Bags and the Declarant further Declared to me Notary that he the Declarant had the Command of the said last Mentioned Ship or Vessel called the Fazealum a considerable time And he it also made known & Manifest by this Public Instrument of Declaration unto all persons whom it doth Concern that on this day of the said Month of March personally appeared before me Notary Isaac Moses Simeon of Madras Inhabitant and the said Isaac Moses Simeon did declare to me Notary as follows that on the 15th day of September in the year 1801 he the said Declarant embarked on the said Ship Fazealum then under Arab Colours on an intended voyage from Madras to Nicobar from Nicobar to Rangoon & from thence on the return Voyage to Madras or eventually to Calcutta And the said Declarant further declared for truth to me Notary that the said Ship Fazealum was formerly the Princess Royal East Indiaman & that during the time she was so named she was captured by the French That the said Ship was afterwards called the Denmark and sailed under Danish Colours And that during the time the said Ship was so named as last aforesaid she was seized and taken possession of at Tranquebar by his Majestys Ship Braave Valbatros & brought to Madras and there sold on account of the Captors And the said Declarant further Declared to me Notary that Samuel Moocartish Moorat of Madras armenian Merchant became the Purchaser of the said Ship at the Sale thereof And that he the said Samuel Moocartish Moorat changed the Name of the said Ship soon afterwards to that of the Marien Herega And the said Declarant further to me Notary that the aforesaid Moolah Ferroos Hafsen Shaw afterwards purchased the

the said Ship of the said Samuel Moocartish Moorak & that to the said Moolak Ferroos Hafron Shaw when he became such Purchaser changed the Name of the said Ship to that of the Fazealum and which Name she bore when to the said Declarant embarked on board her on the eleventh day of Sept.r 1802 as aforesaid and the said Declarant further declared to me Notary that he so embarked on the said Ship Fazealum as the agent appointed by the said Samuel Moocartish Moorak to superintend his interests in the said Ship he the said Samuel Moocartish Moorak being a Creditor of the said Moolak Ferroos Hafron Shaw upon Bond and Mortgage upon respondentia Security chargeable upon the said Ship Fazealum to the Amount of Ten thousand Pagodas and upwards And the said Declarant did further declare to me Notary that the said Ship Fazealum did on the said eleventh day of Sept.r 1802 proceed from Madras to Nicobar where she arrived in Safety and after staid taken in a Cargo of Cocoanuts the said Ship did sail for Rangoon at which Place she arrived on the 26.th day of November following that after along detention at that Place the said Ship took on board a Cargo of Timber of different discriptions and that on the 7.th day of December last she departed from Rangoon under the said Ajee Mouchet bin alley Shaw on an intended voyage to Calcutta (he the said Declarant being on board the said Ship) And that on the 17.th day of the said Month of December whilst off the Sand Heads of Rangoon River the said Ajee Mouchet bin alley Shaw compelled the Declarant and Divers other persons on board to quit the said Ship leaving it to the option of the said Declarant & the said other persons either to go on board another Ship then in Company called the Hummagee Shaw bound to Madras or to return to Rangoon And the said Declarant further declared to me Notary that the said Ajee Mouchet bin alley Shaw assigned as a reason for such conduct that he had determined not to proceed either to Calcutta or Madras and that it was his intention to proceed direct to Muscat And the Declarant further declared to me Notary that he together with the said other Persons under such constraint as aforesaid went on board the said Ship Hummagee Shaw and arrived in the roads of Madras on the 28.th day of December last In Testimony whereof I the said Notary have hereunto set my hand and affixed the seal of my office this 15.th day of March in the year of Christ 1803

Fort St George — Madras 1800

21.st December 1802

Two Months after date we promise to pay unto Messrs. Abbott & Maitland or order the sum of one thousand four hundred Star Pagodas, with interest at the rate of ten per cent per annum for Value received

Dobbie & Hogg

(Subscribed)
Five days Grace from the 26.th Febry A.D. 1803.

(Indorsed) Pay to the Proprietors of the Madras Bank or order
Abbott & Maitland

Dated the 16.th March 1803 A.D.

On the 17.th day of March in the Year of our Lord 1803 I exhibited the Original Promissory Note of which the above is a true Copy to the Holders of the same and demanded Payment thereof which was refused by the Drawers Makers thereof and I Daniel Neale Notary Public & Clerk Authority duly admitted & sworn dwelling & practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did at the request of the Proprietors of the Madras Bank (who are the Bearers of the Note) Protest the original Promissory Note (which is above transcribed and) unto Messrs Dobbie & Hogg the Drawers Makers thereof for Payment whereupon which protestment the said Drawers Makers wholly neglected to pay the Contents of the said Note Wherefore I the said Notary do hereby protest the said Note Dated this 18.th day of March 1803

Exchange 40 Star Pagodas —

H. M. Ship Centurion
Bombay 5th March 1803

Sir

At ten days sight of this my first of Exchange & second and third of the same tenor and date not paid, Please to pay to Messrs Chase Chinnery & Chas Donall or order the sum of forty Star Pagodas for value received and place the same to the account of

Sir
Your humble Servant
Geo. Bowen

To Captn Henry Bowen
1st Batn 16th Regt of Native Infy. Fort St George
Madras

On this 21st day of March in the year of our Lord 1803 at the request of Messrs Chase Chinnery & Chas Donall of Madras Merchants (the Holders of the Bill of Exchange whereof a true Copy is above written) I Daniel Neale Notary Public by lawful authority duly admitted and sworn & dwelling & practising at Fort St George Madras on the Coast of Coromandel Did present the original of the Bill of Exchange to Captn Henry Bowen (the Person on whom the Same is drawn) for his acceptance thereof — Upon which presentment the said Drawee wholly refused to accept the said bill on want of sufficient advice from the Drawer — Wherefore I the said Notary at the request aforesaid Came protested and by these presents Do protest against the Drawer of the Bill & against all others whom it may concern for exchange reexchange & all costs charges & damages suffered & to be suffered for want of acceptance thereof. Thus done & protested at Fort St George aforesaid the day & year first above written

Seringapatam 10th Augt 1802

Two months after date I promise to pay to Abdaboy or order the sum of two hundred and sixty two Star Pagodas and thirteen Madras fanams for Value Received —

Kelly Thoms & Boxley —

Pagt 262-13

I do hereby acknowledge to have received in part of Payment of this promissory Note, by a Bill on the Acceptors at sight in favor of Captain Duffty the sum of 34 Star Pagodas thirty four — and by another Bill in favor of the same Gentleman 6-29 — six Pagt twenty nine fanams —

Please to pay the Balance Star Pagodas 221-26 — two hundred and twenty one fanl 26 — to Mr Geo. Mattw Bailie or order for value Recd —

Tellicherry —

March 4th 1803 —

Pay to Gilbert Ricketts Esqre or order

Geo. Mattw Bailie

I Daniel Neale Notary Public by Lawful Authority duly Admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Do hereby Certify and attest that on the day of March in the Year of Our Lord One Thousand Eight hundred and Three at Seringapatam the Original Promisory Note of which the foregoing is a true Copy was presented and shewn to Messrs Kelly Thoms & Boxley the Makers or Drawers thereof for payment of the same upon which presentment the said Drawers neglected to pay

the Contents of the said Promisory Note alledging as a reason that they had a Counterdemand against the Payee thereof (as sufficiently appears to me Notary by a Writing under the Signature or in the name Style or firm of the said Messrs Kelly Thoms & Boxley the makers of the said Promisory Note) Whereof I the said Notary at the request of Gilbert Ricketts Esqre (the Holder of the said Promisory Note) Have protested and by these Presents Do protest against the Makers of the said Promisory note and against the Indorsers thereof respectively and against all other Persons whom it may concern for the Non payment of the said Promisory note and all Costs Charges Damages and Interest Suffered & to be suffered by reason of the Non payment thereof Thus done and protested at Fort St George Madras aforesaid the day of March in the Year of Our Lord One Thousand Eight Hundred and Three. —

Madras Octr the 1st 1802

Six months after date we promise to pay Thos Hurst or order the sum of One Thousand Star Pagodas (1000) with Interest @ 12. P Ct for Value received

John Wright
John Edwd Branson
James Franck

(Indorsed)
Tho Hurst

I Daniel Neale notary Public by lawful authority duly Admitted and Sworn and dwelling & practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Do hereby Certify & attest that on the 4th day of April Instant I notary did present the Original note (Whereof the above transcript is a true Copy) unto Messrs John Wright John Edward Branson & James Franck the makers or Drawers thereof for Payment of the same upon which presentment the said Drawers wholly omitted & neglected to pay the Amount of the aforesaid note Wherefore I the said Notary (at the instance of the Proprietors of the Madras Bank the holders of the Said Promisory note Have Protested and by these Presents do Protest against the Drawers of the said Promisory Note and against the Indorser thereof and against all other Persons whom it may Concern for the Non payment of the same for Exchange

Re Exchange and all Costs ~~Charges~~ Charges or Damages and Interest suffered & to be suffered by reason of such non Payment Thus Done & protested at Fort Saint George Madras aforesaid this fifth day of April in the Year of Our Lord 1803. —

Exchange for Star Pagodas 1/59 — Rangoon 1st March 1803

Sir

At Thirty one Days after sight of this my third Bill of Exchange (first second and fourth) of the same tenor and date being unpaid — Please to pay or cause to be paid unto Mr Anthony Elliaz or his Order the sum of seven hundred and Fifty nine Star Pagodas for value received and Please to the account of New Ship Abassu as per advice —

Sir
Your Obedient Servt

To Kistnam Chetty
Madras

(on the back)

Dear Sir

Rangoon 1st March 1803

I have this day Drawn on you in favor of Mr Anthony Elliaz for the sum of seven hundred and Fifty Nine Star Pagodas which Please to honour and put to account of my new ship Abassu —

I am Dear Sir
Your Obedient Servent

To Kistnam Chetty
Madras

On this sixth day of April in the year of our Lord one thousand eight hundred & three at the request of Isaac Moses Simeon at Madras (the holder of the Original Bill of Exchange whereof a true Copy is on the other side written) I Daniel Neale Notary Public by lawful authority duly admitted and sworn & dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did present the said Original Bill of Exchange to Kistnam Chetty of Madras (the Person on whom the said bill is Drawn) for his acceptance thereof and the said Kistam Chetty then & there had sight of the said bill of exchange & of the Original letter of Advice annexed thereto (which I have transcribed under the copy of the aforesaid bill) & was requested to accept the said bill upon which presentment the said Drawee wholly refused accepting the said bill for want of further advice or sight of other part or parts of the said bill from the Drawer Wherefore I the said Notary at the

the request aforesaid Have protested & by these presents do protest agt. the Drawer of the said bill & agt. the Endorser thereof & all others whom it may Concern for the non acceptance of the said bill by the Drawee aforesaid and for exchange Reexchange and all costs charges damages & Interest suffered and to be suffered for want of Acceptance thereof Thus Done and protested at Fort Saint George the day and year above written —

Exchange for Star Pagodas 207

Rangoon 11th March 1803

At Twenty One Days after sight of this my second Bill of Exchange (First third and fourth) of the same tenor and Date being unpaid Please to pay or cause to be paid unto Mr Anthony Elliaz or his order two hundred and seven Star Pagodas for value received and Please to the account of my New Ship Abassie as per advice —

Sir
Your Obedient Servt

To Kistnam Chetty
Madras

(on the back)

Dear Sir,

Rangoon 11th March 1803 —

I have this Day Drawn on you in favor of Mr. Anthony Elliaz for the Sum of Two hundred and seven Star Pagodas which Please to honour and put to account of my New Ship Abassie —

I am Dear Sir
Your Obedient Servent

To Kistnam Chetty
Madras.

On this sixth day of April in the year of our Lord one thousand eight hundred and three at the request of Isaac Moses Simeon of Madras (the Holder of the Original Bill of Exchange whereof a true Copy is on the other side written) I Danl Neale Notary Public by lawful Authority duly admitted and sworn & dwelling & practising at Fort Saint George Madras on the Coast of Coromandel In the east Indies Did present the said Original Bill of Exchange to Kistam Chetty of Madras the person on whom the said bill is drawn for his acceptance thereof and the said Kistam Chetty then and there had sight of the said bill of Exchange and of the Original letter of Advice annexed thereto (which I have transcribed under the Copy of the aforesaid bill) & was requested to accept the said Bill upon which presentment the said Drawee wholly refused accepting the said Bill for want of further advice or sight of other part or parts of the said bill from the said Drawer — Wherefore I the said Notary (at the request aforesaid Have protested & by these presents do protest against the Drawer of the said bill and against the Indorser thereof & all others whom it may concern for the non acceptance of the said bill by the Drawee aforesaid and for Exchange Reexchange and all Costs Charges damages and Interest suffered and to be suffered for want of Acceptance thereof Thus done and protested at Fort St. George Madras aforesaid the day and year above written —

Arcot Rupees 1200

Danapore 1 March 1803

Sir

~~Ten days after sight~~ Please to pay to Mr Thomas Smith or order this my first Bill of Exchange (my second of the same tenor and date not being paid) the Sum of Twelve hundred Arcot Rupees for value received as advised by

Sir
Your very obedient
humble Servant
Henry Gibson
Asst. Surgn

To W. C. Gibson Esq
Master Attendant
Point de Galle
Ceylon

(Indorsed)

Please to pay to Messrs
Chase Chinnery & McDowall
Thos. Smith

I Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Do hereby Certify and attest that after the day of the date of the Original Bill of Exchange which is above transcribed that on or before the day of this present Month of April W. C. Gibson Esqr. Master Attendant at Point de Galle of the Island of Ceylon (the Person on whom the Original Bill of Exchange above transcribed is drawn) had due presentment made to be by Messrs. Chase Chinnery & McDowall of Fort Saint George Madras Merchants and Copartners the Holders of the said Original Bill of Exchange by a letter in writing sent and Subscribed by the said Messrs. Chase Chinnery and McDowall in their proper Firm dated from Madras the Twenty Ninth day of March last and addressed to the said Drawee whereby information and advice was given to him the said Drawee that such the said Original Bill purported to be drawn by and on the persons therein respectively named for the Sum therein Specified

Specified payable at the time thereby appointed and due Another to its contents was therefore required and I further attest that either the making and receipt of such presentment the said Drawee by a Letter of reply thereto in writing under his hand addressed to the said Holders of the same Original Bill of Exchange and dated the said day of the present Month of April did acknowledge the receipt of the said Letter of the said Holders of the said Twenty Ninth day of March and did give answer to the requisition therein contained in words as follows (Vizt.) "I have to request that you will on my "Account Accept of the Bill for A Rupees Twelve hundred which you advise "me of and which is drawn on me Payable by Indorsement to you" As has been sufficiently made manifest to me Notary by a production of the Original Letter aforesaid containing such the said answer in the same words By reason of which neglect or refusal by the said Drawee of Acceptance I the said Notary Have protested and by these presents Do protest against the Drawer of the said Bill of Exchange and the Indorser thereof and all others whom it may Concern for the nonacceptance of the said bill of Exchange and for all Interest Costs Charges damages and Expences that have already Accrued or been Sustained or shall Accrue or be Suffered by reason of the Non-acceptance thereof Thus done and Protested at Fort Saint George the Twenty Fifth day of April in the Year of Our Lord One Thousand Eight Hundred and Three —

Exchange for Rupees 6660.3.92 —

Bombay April 7th 1803.

At Thirty days sight please to pay this our first of Exchange (second and third of the same tenor and date unpaid) to Messrs. Bruce Fawcett & Co. or their Order the Sum of Bombay Rupees six thousand six hundred and sixty, three quarters and Ninety two Reas. Exchange at /345/ Rs. ₱100 Sr. Pagodas. Value received and place the same to Account as ₱ Advice from —

Gentlemen

Yours very obediently

Short Smith & Co.

To Messrs. Branson Jones & Reddy —

Madras —

(Endorsed) Pay to Messrs. Chase Chinnery & McDowall —

Bruce Fawcett & Co.

On this 26th day of April in the year of Christ 1803 I Daniel Neale — Notary Public by lawful Authority duly admitted & Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East —

Indies Did present the Original Bill of Exchange (whereof the above transcript is a true Copy) unto Messrs. Branson Jones and Reddy of Madras Shopkeepers the Drawees thereof for acceptance of the same and the said Messrs. Branson Jones and Reddy then and there had sight of the said Bill of Exchange upon which presentment the said Messrs. Branson Jones and Reddy wholly refused accepting the said Bill for want of funds wherefore I the said Notary at the request of Messrs. Chase Chinnery and McDowall the Holders of the said bill of Exchange Have protested and by these presents Do Protest against the Drawers thereof and all others whom it May Concern for the Non Acceptance of the said bill by the Drawees aforesaid And for Exchange Re exchange And all Costs Charges Damages and Interest suffered and to be Suffered for want of Acceptance thereof Thus done and protested at Fort St. George Madras aforesaid the day and year above written —

[illegible]

[illegible]

Pay the Contents to the Honble L E K Murray or order —

A. C. V. Poontuloo

Pay the Contents to Messrs. Chase & Chinnery & McDowall

L. E. K. Murry

Chicolole

30 March 1803 —

On this twenty Sixth day of April in the Year of our Lord one thousand Eight Hundred and three - at the Request of The holder of the Bill of Exchange (Whereof a true Copy is on the other side written) I Daniel Neale Notary Publick by lawful Authority duly admitted and Sworn and dwelling and Practising at Fort Saint George - Madras on the Coast of Coromandel in the East Indies Did present the said Original Bill of Exchange to Narraina Modeliar the Drawee and Acceptor of the said Bill of Exchange for Payment thereof - upon which presentment the said Acceptor totally neglected Paying the Contents of the said Bill - Wherefore - I the said Notary at the Request aforesaid Have Protested and by these presents Do Protest against the Drawer thereof and all others whom it may Concern for the Non payment of the said Bill by the Drawee aforesaid - and for Exchange - Rexchange and all Costs Charges Damages and Interest suffered and to be suffered - by reason of such Non payment. Thus done and Protested at Fort Saint George Madras aforesaid. the Day and Year above written -

(Signd) Daniel Neale - L.S.

By this Public Instrument of Declaration and Protest be it made known and Manifest unto all Persons Whomsoever whom it doth Shall or may Concern that on Saturday the 23. day of April in the Year of Christ 1803 personally appeared before me Daniel Neale Notary Public by Lawful Authority duly admitted and Sworn & dwelling & practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at My office in Fort Saint George aforesaid Captain Dixon Meadows Master and Commander of the Ship Baring in the Service of the Honorable the United Company of Merchants of England trading to the East Indies and now lying at Anchor in the Roads of Madras aforesaid whereof Robert Charnock of the City of London Merchant and Robert Anderson of the same place are part owners at which said time & place the said Captain Dixon Meadows did produce and shew to me Notary a Charter Party of Affreightment of the said Ship the Baring bearing date the 28th day of September in the Year of our Lord 1801 Between the said Robert Charnock and Robert Anderson and the said Captain Dixon Meadows of the one part and the said United Company of the other part whereby it (Amongst other things) Witnessed that the said Part owners for themselves and the rest of the owners of the said Ship & the said Master for himself his Executors and Administrators had granted and let to freight all the said Ship unto the said United Company and that the said United Company had hired and taken to freight all the said Ship for a Voyage with her to be made (the Gods Providence being) as hereafter Mentioned

Mentioned in Trade and also in Warfare and on any other Service whatsoever as the said Company or any their Governors Presidents or Agents authorized thereunto by the Court of Directors for the time being of the said Company or any Committee thereof should require or direct And in which same Charter Party of Affreightment is Contained a Proviso that if the said Ship Baring should be dispatched to England in any Year from the Coast of Coromandel between the 15th day of April and the first day of August for Europe (which was thereby declared to be and be reasonable time of dispatch) and should not be detained at St Helena or any other Port for Convoy that then the said Company should Allow to the said Part owners or Master Demorage after the Rate of Twenty pounds and ten Shillings a day for so many days above 6 Calendar Months as the said Ship (all possible expedition and diligence being used by the said Master therein) should be in making her Passage to the Downs deducting therefrom so many days as the said Ship should remain at any Port that she might touch at in Great Britain or Ireland so as such Demorage did not exceed 120 days in the whole And Moreover that the said Owners should not be responsible or Accountable for any damage that might happen to the Homward-bound Cargo occasioned by such Late dispatch as aforesaid AND it was also provided and agreed that no Exception from damage should be allowed unless it should be clearly ascertained that it had arisen from bad Weather or unavoidable Accident and not from Neglect or Inattention in the Commander or Officers and that any Event tending to such Damage should be duly noticed in the Log Book describing the Particulars Whether by Lead or otherwise And that a Relation of it with a Declaration from the Commander and Officer in writing that they Apprehend Injury to the Company's Cargo therefrom should be delivered at the first Port where they should Arrive to the Governor in Council or any other Agent of the Company or to the Secretary of the Court of Directors on their Arrival at any Port in England or Ireland in order that a Regular Survey might be had when Unloading to ascertain Whether it was Injury Arising from Damage on Ship board And the said Captain Dixon Meadows did at the time & place aforesaid declare to the Notary that the said Ship Baring under his Command Sailed from Cowes Mouth in England on the 1st day of March 1802 Consigned to Madeira Coast and Bay that the said Ship Arrived at the Island of Madeira on the 13th day of the same Month and Sailed thence in prosecution of her Voyage on the 23d day of the same Month of March that the said Ship Baring arrived in the Roads of Madras on the 4th day of July in the same Year 1802 and sailed thence in further prosecution of her Voyage to Bengal on the 10th of the same Month

that

that the said Ship Baring arrived at Diamond Harbour Calcutta on the 17th day of the said month of July that he sailed thence on the 23d day of February in this present year 1803 and arrived in the Road of Madras aforesaid on the 13th day of March now last past And the said Captain Dixon Meadows did further declare to me Notary that all possible Expedition and diligence hath been used by himself & his Crew in navigating the said Ship Baring from Port Canning to Port as aforesaid according to the true intent & meaning of the said Charter Party and that he the said Captain Dixon Meadows and his Officers & Crew since the Arrival of the said Ship Baring in the Road of Madras on the said thirteenth day of March now last past have on their several & respective parts & behalves and as far as in them lay used their best Endeavours to get the said Ship Baring in readiness for her Homeward Voyage so that the said Ship might be able to take her departure for England previous to the 15th day of this present month of April and that he the said Captain Dixon Meadows & his said Officers & Crew did actually get the said Ship Baring ready for sailing previous to the day last above mentioned and that the said Ship was Completely ready for sailing to England on the day of last past And the said Captain Dixon Meadows did further declare to me Notary that Notwithstanding the said Ship Baring was in such Readiness to take her departure for England on the said day of as aforesaid and although the Government of Fort Saint George well knew thereof Yet that the said Government of Fort Saint George have detained the said Ship Baring in the said Road of Madras until this present 23d day of April and intend to dispatch the said Ship previous to the first day of August next the same being an unreasonable time of dispatch And the said Captain Dixon Meadows was therefore desirous of Protesting against the said Government of Fort Saint George on behalf of his said Owners in Consequence of such detention as aforesaid and to the intent that the aforesaid Proviso in the said Charter Party Contained and in such Case Made should be available by his said Owners. Wherefore I Notary at the Request of the said Captain Dixon Meadows do hereby solemnly protest against the said Government of Fort Saint George by Reason & on Account of the detention of the said Ship Baring by the said Government in the Roads of Madras aforesaid after the 15th day of this present Month of April And also against all Liability or Responsibility of the said Robert Chamock & Robert Anderson and the rest of the owners of the said Ship Baring and also of the said Captain Dixon Meadows for any Damage that shall or may happen to the homeward bound Cargo shipped on board the said Ship Baring occasioned by such late Dispatch as aforesaid And to the end & intent that the said United Company (in Case the said Ship Baring shall not be detained at Saint Helena or any other Port for Convoy) shall be allow to the said Port Owners or Master Demorage after the rate & for the time aforesaid by reason of such detention of the said Ship Baring as aforesaid—

In Faith and Testimony Whereof I Notary have hereunto set my hand & affixed my Seal of Office in Fort Saint George aforesaid this 28th day of April in the Year of Christ 1803.—

We cannot give an Answer as to the Acceptance of this Bill untill the Return of the Tappal shall give us Authority for so doing - (Signed) C.B.H. & Co.

London, the 5th October 1802 -

No. Exchange for L Pag. 4137.40 -

Sixty Days after Sight of this My Second of Exchange (first, third and fourth of same Tenor and Date not paid) pay to Messrs. Lys. Satur & De Monte or Order, the Sum of four Thousand one Hundred & thirty Seven Star Pagodas, forty Fanams Value of Mess. Lubbock, Colt & Co. which place to Account, with or Without further Advice from,

Your Mo obhble Sevt.

Wm. Anderson

To G. G. Richardson Esqr.

or in his Absence Messrs. Colt Baker, Hart & Co.

Madras -

In Case of Need at Messrs. Fairlie & C. Calcutta

W.A.

Madras. G. G. Richardson Esqr.

London, the 5th October 1802

Sir,

I have this day drawn on you a Set o Bills in Favor of Messrs. Lys Satur, & De Monte or Order, for the Sum of four Thousand one hundred & thirty Seven Star Pagodas. Forty fanams which I request you will please to honor, and place to Account of

Your mo ob hble Servt.

Wm. Anderson

Exch.g for Rs. 1300

R. C. Yagambrom Moodeliar —

Madras —

Sir,

At fifteen days Sight — Please to Pay to Mess.rs Chase Chinnery & Co. one Thousand Three hundred Star Pagodas & Value received & place the same to the account of —

Sir,

Your Ob.t Sr.

P. Ragaviah

Senagapat

23.d April 1803 —

[illegible]

On this thirtieth day of April in the year of our Lord one thousand eight hundred and three at the request of The holder of the Bill of Exchange (whereof a true Copy is on the other side written) I Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did present the said Original bill of Exchange to Narraina Moodaliar the Drawee and acceptor of the said bill of Exchange for Payment thereof upon which presentment the said Acceptor wholly neglected Paying the Contents of the said bill wherefore I the said Notary at the request aforesaid Have Protested and by these Presents do Protest against the Drawee thereof and all others whom it may Concern for the non payment of the said bill by the Drawee aforesaid and for Exchange Re Exchange and all Costs Charges Damges and Interest suffered and to be suffered by reason of such non payment thus Done and Protested at Fort Saint George Madras aforesaid the day & year above written —

(Signed) Daniel Neale (L.S.)

Tinnevelly 30th March 1803

Exchange for Star Pagodas 2000 or Rupees . . . . . 7000 . . . .

At Twenty five days after sight of this my first of Exchange (second of the same tenor and date being not paid) please to pay or cause to be paid unto Vengoo moodeliar or his Order the Sum of two Thousand Star Pagodas in Rupees, and place the Same to the Debit of

Sir,

Your Obedient Servant

Letchmun Row

To Jewun Row & Sawmy Naigue
Madras

Accepted 5th April 1803

Jewun Row & Sammy Naick

(Indorsed)
T. Vengoo

On this ~~30th day of April~~ 6th day of May in the year of Our Lord 1803 at the request of Messrs Chase Chinnery & McDouall the holders of the Bill of Exchange (where of a true Copy is above written) I Daniel Neale Notary Public by Lawfull authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies. Did present the said Original Bill of Exchange to Jewun Row & Sawmy Naigue, the Acceptors of the said bill for Payment thereof - upon which Presentment the said Acceptors wholly neglected Paying the Contents of the said Bill - Wherefore I the said Notary at the request aforesaid Have protested and by these presents Do protest against the acceptors of the said bill & against the Drawer ~~thereof that~~ ~~bill~~ & ~~the~~ Indorser thereof and all others whom it may concern for the Nonpayment of the said Bill by the ~~Drawer~~ acceptors aforesaid and for Exchange Re-exchange and all costs charges Damages and interest suffered and to be suffered by reason of such Nonpayment - Thus done and Protested at Fort Saint George Madras aforesaid - the day and Year above written -

(Signed) Dan Neale
Not: Pub

Madras 26th April 1803

On the 2nd day of May next I promise to pay to Lieut. Prendergast the Sum of six hundred & six Star Pagodas with interest at the rate of Twelve Pent Pennum for value received

Ant. Gaudoin

Sto. Pag. 606

(Indorsed) J. Prendergast -

On this 6th day of May in the Year of Our Lord 1803 ~~until the day before~~ at the request of Messrs Chase Chinnery & McDouall the holders of ~~which day the holders of the Original Promissory Note (whereof the above is a true Copy) had by the~~ the original Promissory Note which is above transcribed ~~Direction & with the Consent of the Indorser thereof enlarged the period for Payment of the Contents of the said Note by the Maker (as sufficiently appears to me by the subscription to the said Note in the hand writing of the said Indorser)~~ - I Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and Practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies ~~(at the request of the Holder of the said Note)~~ Did present the Original Promissory Note ~~(which is above transcribed as aforesaid)~~ unto Anthony Gaudoin the Maker thereof for Payment - upon which presentment the said Maker wholly neglected to pay the Contents of the said Note - Wherefore I the said Notary at the request aforesaid Have Protested and ~~by these Presents~~ Do hereby protest ~~against the Drawer of~~ the said ~~promissory~~ Note -

(First) Exchange for Star Pagodas 857 . 6 . London 5th November 1802 -

Thirty days after sight of this my first of Exchange (second third & fourth of the same tenor and date unpaid) pay to Messieurs Bruce de Ponthieu & Co. or order the Sum of Star Pagodas Eight hundred fifty seven, Six Fanams value received from Messrs Bruce & Co. in Pounds Stg Three hundred at the Exchange of Seven Shillings Pr. Star Pagoda - which place to Account with or without further advice -

John Little

To Lieut. Col: Alexr. Cuppage
Madras -

(Second)

(Second) Exchange for Star Pagodas 85m. 0 London 5 November 1802.

Thirty days after sight of this my second of Exchange (first third & fourth of the same tenor & date unpaid) Pay to Messieurs Bruce de Pontieu & Co. or Order the Sum of Star Pagodas Eight Hundred Fifty Seven and Six Fanams, Value received from Messrs. Bruce & Co. in Pounds Stg. Three hundred at the Exchange of Seven Shillings pr. Star Pagoda, which place to Account with or without further advice -

John Little

To Lieut: Col: Alexr. Cuppage
Madras -

Madras February 24th 1803.

Twenty five days after date we promise to pay Messrs. Lee & Shaw or their order the Sum of star pagodas Eight Hundred 1800/ Star Pagodas for Value received in China Goods -

10th May 1802
S. Rs. 800..0..0

Branson Jones & Reddy.

(Indorsed) Lee & Shaw.

On the 13th day of May in the Year of Christ one thousand eight Hundred and three I Daniel Neale Notary public by Lawful Authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at the Request of the Proprietors of the Madras Bank (The holders of the original Promissory Note whereof the foregoing is a true Copy) Did present the said original Promissory Note to Messrs. Branson Jones and Reddy the Drawers or Makers thereof for payment of the same upon which presentment the said Messrs. Branson Jones and Reddy wholly neglected paying the Contents of the s.d Promissory Note Wherefore I the s.d Notary at the Request aforesaid Have protested and by these Presents Do Protest the said Note Thus done and protested at Fort Saint George Madras aforesaid this fourteenth Day of May in the Year of Christ 1803. -

(Signed) Dan.l Neale (D.S.)
N.d: Pub:
Fort St. George.

By this Public Instrument of Declaration and Protest Be it made Manifest unto all Persons whom it may concern That on the twentieth day of April in the Year of Our Lord One thousand Eight Hundred and three before me Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Personally appeared Baroe Vencatanarsiah Braming of Madras Inhabitant (and Owner of the Sloop or Vessel called the Three Anjanailoo which is at this time in the Road of Madras) and also Matta Bapaloo Syrang of the said Vessel and at the same time and place the said Appearers made Known to me Notary the Matters following that is to say That the said Sloop arrived at Madras on the thirtieth day of the Month of March last with a Cargo Consisting of divers Articles of Merchandize and Amongst the rest of two thousand five hundred and Eighty one Bags of Rice (Containing five thousand One hundred and Sixty two Maunds) three thousand six hundred and Forty one Gunny Bags and six hundred Matts which were Shipped on board her at Calcutta That he (the Syrang Signed for the same Cargo a Bill of Lading (in Triplicate) in the Gentoo Language which (as faithfully Translated into the English Language by the Sworn Interpreter of the Supreme Court at Madras) I have subjoined to this my Public Act And the Appearer (the Syrang) did Inform me Notary That such Merchandize was Shipped on board the said Vessel of the said Vencatanarsiah by one Mauderaddy Reddygaroo who at the time of the Shipping declared the Property thereof to be in Mr. William Dring of Calcutta and desired that the Bill of Lading should recognize such Property And the said Syrang did further represent That the same Bill of Lading was prepared for his Signature by a person thereto employed by the said Mauderaddy Reddygaroo And that no further or other instruction for the Delivery of the same Cargo at the Ports of its distination were communicated to him the said Syrang And the Appearer Vencatanarsiah did Relate to me Notary that after the arrival of the aforesaid Sloop at Madras Neither he nor his said Syrang having any Means of ascertaining the Consignee of the Merchandize comprised by the aforesaid Bill of Lading he did proceed to Land the same with the other Cargo of the Vessel and house and store it towards its best preservation until the Rightful Claimant to it should Manifest himself That on or shortly previous to the Eleventh day of the present Month he the last Mentioned Appearer received information that one of the three Bills of Lading signed by the Syrang had come to the possession of one Coldoe Vencatanarro Iyah who was thereupon about to claim the Cargo That he the Appearer

Accordingly

Accordingly on the said Eleventh day of the present Month of April wrote addressed and sent to the said Caloor Vencatanarna Iyah the Letters of that date which I have hereunder transcribed that in compliance with the request thereby made the aforesaid Caloor Vencatanarna Iyah produced to the said Appearer one part of the aforesaid Bill of Lading when for the first time he the Appearer became acquainted with its contents and discovered that the said Merchandize was not by the said Bill of Lading made deliverable and that the Shipper had not by any Indorsement either specially or in blank Consigned the same to any Person whomsoever that the Appearer being thereupon advised that the bare possession of such bill of Lading unsupported by other title would not confer upon a Stranger Authority to receive or discharge its Contents did thereafter and on the eighteenth day of the present Month write, address and send to the said Caloor Vencatanarnah Iyah the second Letter of that date which I have also transcribed and added to this my Public Act and did also cause to be prepared and tendered to the said Caloor Vencatanarna Iyah a Bond of Indemnity of Ordinary tenor in Answer whereto he (the Appearer did on the same eighteenth day of the present Month receive from the said Caloor Vencatanarna Iyah a letter bearing Date and under his hand (and a true Copy whereof I have also for the better Manifesting of the Matters aforesaid subjoined hereunto) In regard of all which premises the said Vencatanarsiah as owner of the Vessel importing the aforesaid Cargo did appear before me Notary to protest against all Owners and Claimants whomsoever thereof In Order that all such Persons as may lawfully be concerned in the property or possession of the said Cargo may sustain all the risque thereof until their title thereto shall be evidenced Sufficiently to the said Appeared Wherefore I the said Notary at the Instance of the said Vencatanarsiah Have protested and by these presents Do protest against the said William Dring and the said Mauderedy Reddygauroo and also against the said Caloor Vencatanarna Iyah and all other Persons whomsoever having or claiming any Property or Interest whatsoever in the said Cargo so imported as aforesaid or in any part thereof in and by reason of the Premises to the intent that such person or Persons as now is or may be lawfully intitled to receive the aforesaid Merchandize from the Appearer by Virtue of the said Bill of Lading so signed as aforesaid or of other Authority may sufficiently manifest such the title and authority to the said Vencatanarsiah and the Syrang aforesaid or to One of them or that the said Caloor Vencatanarna Iyah or other Person or Persons who may have a presumptive title to receive the same Merchandize may upon the same being delivered unto him or them well and sufficiently indemnify the said Appearers respectively from all foreign and other claims thereto And also to the intent that the Appearers respectively may now and at all times hereafter be protested from all damages and losses that have happened or shall happen to the said Merchandize and every part thereof without the wilful act or neglect and may be reimbursed all Monies which have been or may be by the Appearers or either of them expended on the Account thereof And that the same Merchandize may be and remain subject to satisfy as well all such Charges and expences as all Monies that may be remaining due for the freight thereof And also that all acts which may be done by the Appearers or either of them with regard to the preservation or disposal of the said Merchandize ~~for~~ or of any part thereof According to their best discretion and judgement respectively may be Affirmed In Testimony whereof I the said Notary have hereunto set my hand and Affixed the Seal of my Office at Fort Saint George aforesaid the day and year first above written.

Translation of a Bill of Lading Dated Mauka Bahoolu Dasamy Goorwauram or 8th Mausy of Doonduby Year Answering to Anno Domini 18th Feby 1803

The Salutary Port of Exportation is Calcutta Bengal and the port of importation is Madras Saint Thomy

I Mautah Bauvoolu do give this Bill of Lading to Mr William Dring that is to say

Mauderedy Reddygauroo (who is belonged to you hath on board of the Sloop of one Mast called Shree Anjanayaloo belonged to Barow Vencatanarsiah which I Navigate Exported thro my Means 1231 Bags of Rice of Maksoodabad Containing 2462 Maunds and 1350 Bags of Rice called Avaunana Patchebeam Containing 2700 Maunds in all Bags 2581 Maunds 5162 together with 3641 Goney Bags as well as 200 Mats called Darmah Saupaloo and 400 Mats called Moraeah Saupaloo which Cargo aforesaid you have exported by bearing the various charges attending the Carrying them by Coolies and the Trips and therefore I do hereby engage on the Safe arrival by the Gods favor to weigh and deliver the Cargo Agreeable to what is above Mentioned provided the same shall be imported at the port of importation by bearing the various charges attending the Carrying them by Coolies and the Trips If there should appear any deficiency of the Cargo after having Deducted the wastage or Deduction at the rate of 2 Maunds per

per 100 Maunds I bind myself to be responsible for the value of the Cargos at the port of Exportation together with the Charges &c. Should there be any over-plus I am to receive the Freight thereof by delivering the same to the Circar As you having paid the freight I am entitled to at this place I have received it —

Witnesses signed

Goollala Nomanna

Endory Narasimmalloo

(Marked) Bauvoolu

by their Knowledge this Bill of Lading was Drawn by Mootoopally Latchmy Narasoo

A True Translation as near as can be from the Gentoo Language

(signed) Ranganaudon

Interpreter

Caloor Vencata Narna Iyah

Sir

Understanding you have in your possession the Bill of Lading which was signed by my Syrang Vathadoo Bauhaloo of the Vessel Stree Anjanailoo I have to request you will produce the same for my inspection in order that the Cargos may be landed without delay and delivered to you if you are empowered to receive it

Fort St. George
11th April 1803

I am Sir

Yr. Obedt. Servant

(signed) Vencatanarsiah

Caloor Vencata Narna Iyah

Sir

As the Bill of Lading is in the name of William Dring Esqr. I desire to know whether you have any Authority from William Dring to receive the Cargos if you have not I require an indemnity for such Cargos as I have on board and landed from her now on the Beach If you do not Comply with this request which is a very fair One — I shall be necessitated to take legal steps —

Madras
18th April 1803

I am Sir

your Obedt. Servant

(signed) Vencatanarsiah

Vencata Narsiah

Sir

I have received your Letter of this date respecting the Cargos of Rice laden on board the Sloop Stree Anjainaloo I have not received any authority from Mr. Dring but I am in possession of the Bill of Lading transmitted from Calcutta by Mauderedy who I believe might have Connection in the Matter as the Contents in the Body of the Bill of Lading expresses twenty days after the arrival of the vessel & part of the Cargo landed soon after you now require an indemnity I think it is more than usual I am ready to receive the Cargos from the time its arrival and deliver up the Bill of Lading with discharge on it In default of your not Complying I must inform that you are liable and responsible to the Owners of the Cargo for any kind of Loss wastage &c. as well as charge on the Cargos that may incur by not delivering over on its landing —

I am Sir

your Obedt. Servt.

(signed) C. Vencata Narrain

Madras
17th April 1803

Madras 15th March 1803 — Two Months after date

We promise to pay to Cecil Smith Esqr. or order the Sum of Three hundred and Seventy Star Pagodes (370) for Value received. The aforesaid Amount bearing no interest — As Witness our hands

(Indorsed) Cecil Smith — P. O Brien & Birtles

On the 18th day of May in the year of Christ 1803 — I Daniel Neale Notary public by lawful Authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at the request of the Proprietors of the Madras Bank (the holders of the original Promisory Note whereof the foregoing is a true Copy) Did present the said original Promisory Note to Messrs. Obrien & Birtles the Drawers or Makers thereof for payment of the same upon which presentment the said Orib Obrien & Birtles wholly neglected paying the Contents of the said Promisory Note wherefore I the said Notary at the request aforesaid have protested and by these Presents do Protest the said Note — Thus done and protested at Fort Saint George Madras aforesaid this ~~fourteenth~~ nineteenth day of May in the year of Christ 1803 —

[illegible]

(Indorsed) Pay the Contents to Messrs Chase Chinnery & McDouall Madras
a Vencataroyloo Bramin

On the 30th day of April in the year of our Lord 1803 At the request of Messrs Chase Chinnery & McDouall of Madras Merchants (the Holders of the orig.l bill of Exchange whereof a true copy is on the other side written) I D. N. Not. Pub. by lawful authority duly admitted and sworn and dwelling and ~~dwell~~ practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did present the s.d bill of Exchange to Nagalapooram Narrain Moodaliar (the Person on whom the s.d bill is drawn) for his acceptance thereof upon which presentment the s.d Drawee ~~[illegible]~~ refused his acceptance of the s.d bill ~~[illegible]~~ for payment of the contents thereof at the period thereby appointed And on this 19th day of ~~[illegible]~~ May in the year a.s.d ~~[illegible]~~ when the s.d bill became due ought to have been p.d according to its tenor & the a.s.d presentment I the s.d Not.r Did present the s.d bill to the s.d Drawee for the payment of the Contents thereof upon which last ment.d presentment the s.d Drawee wholly ~~refused~~ neglected to pay the same Contents wherefore I the s.d Not.r at the request a.s.d Have protested And by these presents Do protest against the Drawee of the said Bill and against the Indorser thereof and all others whom it may concern for the nonpayment of the said Bill by the Drawee aforesaid and for Exchange Re-exchange and all Costs Charges Damages and interest suffered and to be suffered by reason of such nonpayment Thus done and protested at Fort Saint George Madras aforesaid the day and year last above written —

(Signed) Dan.l Neale
Not. Pub. —

[illegible]

(Indorsed) Pay the Contents to Messrs Chase Chinnery & McDouall Madras
a Vencataroyloo Bramin

On the 30th day of April in the year of Our Lord 1803 At the request of Messrs Chase Chinnery & McDouall of Madras Merchants (the Holders of the Original bill of Exchange whereof a true Copy is on the other side Written) I Dan.l Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and Practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the said Bill of Exchange to Nagalapooram Narrain Moodaliar (the Person on whom the said bill is drawn) for his acceptance thereof upon which presentment the said Drawee refused his acceptance of the said Bill for payment of the Contents thereof at the period thereby appointed And on this 23rd day of May in the Year aforesaid when the said bill became due and ought to have been paid according to its tenor & the aforesaid presentment — I the said Notary Did present the said Bill to the said Drawee for the payment of the Contents thereof upon which last mentioned presentment the said Drawee wholly neglected to pay the same Contents Wherefore I the said Notary at the request aforesaid Have protested And

and by these presents do protest against the Drawer of the said Bill and against the Indorser thereof and all others whom it may Concern for the Non Payment of the said Bill by the Drawee aforesaid and for Exchange re-exchange and all costs Charges damages and Interest suffered and to be suffered by reason of such Non payment. Thus done and protested at Fort Saint George Madras aforesaid the day and Year last above Written.

(Signed) Danl. Neale (Ls)
Not. Pub.

Calcutta 3d February 1803

Exchange for Sa Rs. 4495. @ 90 Sa Rs. for 100
By Rs. is By Rs. 4994-7

Thirty days after sight of this my second of Exchange (first of the same tenor and date not being paid) please to pay to Messrs. Bruce Fawcett & Co. or to their order Bombay Rupees four thousand Nine hundred and Ninety four, and seven Annas and place the same to account of Mr. Nazer Jacob Shamier, as P advice from

To Captain J. Elliot
Commander of the Ship
Prince of Wales
Surat

Sir
Your most obed Servant
~~(Sign)~~ Johannes Sarkies

(Indorsed) Pay to Messrs. Chase Chinnery & MacDonall or order

Bruce Fawcett & Co.

I Danl. Neale Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies

Do hereby certify and attest that ~~after~~ the 10th day of the present Month of May ~~before~~ before or on the 20th day of the same Month Captn. J. Elliott (the Person on whom the ord bill of Exchange which is above transcribed is drawn) ~~[illegible]~~ was duly requested by Messrs. Chase Chinnery & McDonall

(the Holders thereof) ~~of the Bill of Exchange~~ to accept the same bill (such request having been communicated to the Pd. Drawee ~~by the aft. Holders~~ by means of a Letter addressed to him by I under the signature & prin of the Holders & dated the 1st 10th day of the present Month of May — And that in ans. to such their request ~~[illegible]~~ the Pd. Holders did receive a Letter from the Pd. Drawee in the words & figures following (that is to say) "Messrs. Chase Chinnery & McDonall — Gentlemen "I was on my return from Vg. Shward Hond. with your letter demanding to know if I "would accept a draft in favor of Messrs. Bruce Fawcett &c. Drawn by Mr. Johannes "Sorkies at Calcutta for Bombay Rupees 4994,7, I have no money belonging to the "above Johannes Sarks and therefor Decline Honouring his Doft — I am Gentlemen "Your Obt. Hl. St. — J. Elliott Tringuebar May 20th 1803 — NB: My absence is the reason "I did not answer you before" —

(as appears by the original of such Letter produced to me Notary) — Wherefore I the Pd. Notary at the request of the Pd. Chase Chinnery & McDonall (the Holders aldd.) have protested and by these presents do protest against the Drawer of the said Bill of Exchange and the Indorser thereof and all others whom it may concern for the Non-acceptance of the said bill of Exchange and for all interest costs charges Damages and Expences that have already accrued or been sustained or shall accrue or be suffered by reason of the Non-acceptance thereof. Thus done and protested at Fort Saint George the Twenty fourth day of May in the Year of Our Lord One thousand Eight Hundred and three —

(Copy)

At the Exchange of the day for M Pag.s 4548 . 42 . 65. Coringa 15th May 1803.

Gentlemen

At Twenty Days Sight this my first of Exchange (second of the same Tenor and Date being unpaid) please to pay or Cause to be paid unto Mess.rs Abbott & Maitland or to their Order the Sum of Four Thousand five hundred and Forty Eight Madras Pagodas forty two fanams and Sixty five Cash at the Exchange of the day - value received - and place the same to Account as per Advice from. -

Gentlemen
Your most Ob.t
Humble Servant
E. Roebuck.

To Mess.rs Lys Satur & Demonte
Madras.

(Copy)

To Mess.rs Lys Satur & Demonte
Madras -

Gentlemen

I have this day taken the liberty of Drawing on you in favor of Mess.rs Abbott & Maitland for (M Pag.s 4548 . 42 . 65) Four Thousand five hundred and forty Eight Madras Pagodas forty two fanam and Sixty five Cash at Twenty days Sight at the Exchange of the day which I request you will Honor at Maturity. -

Coringa
15th May 1803

I am Gentlemen
Your most Ob.t
Humble Servant
E. Roebuck -

I Daniel Neale Notary Public by Lawful Authority duly Admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Do hereby Certify and attest that on the 23rd day of May in the Year of Christ 1803 the original Bill of Exchange (whereof a true Copy is above Written) was presented and Shewn to Mess.rs Lys Satur & De Monte of Madras ~~[illegible]~~ Merchants (the Persons on whom the said Bill) is drawn for their Acceptance thereof, and the said Mess.rs Lys Satur & DeMonte then and there had sight of the said Bill of Exchange and of the Original Letter of Advice Annexed thereto which I have transcribed under the Copy of the Aforesaid Bill and were requested to Accept the said Bill, Upon which presentment the said Drawees wholly refused to Accept the same Wherefore I the said Notary at the request of Mess.rs Abbott & Maitland of Madras Merchants (the Holders of the said Bill of Exchange) Have Protested and by these Presents Do Protest against the Drawer of the said Bill of Exchange and against all other Persons whom it may Concern for the Non-acceptance of the said Bill and for Exchange re-exchange and all Costs Charges Damages and Interest Suffered and to be Suffered by reason of the Non-Acceptance Aforesaid - Thus done and protested at Fort Saint George Madras aforesaid the day and Year above Written. —

I Daniel Neale Notary Public by Lawful Authority duly Admitted and Sworn and dwelling and practising at Fort

Exchange for 526 Arcot Rupees.

Rangoon April the 7th 1803.

Sir

At thirty days after sight of this my first of Exchange (second and third of the same tenor and date being unpaid) Please pay to Mess.rs Stocks and Wiltshire or Order the Sum of Five Hundred and twenty six Arcot Rupees value received from them and place the same with or without further advice to the Account of Sir

Your obed.t Hum.ble Serv.t
John Grant.

To Arthur Anderson Esq.r
Madras

(Indorsed) Pay the Contents to W. I. Chater Esq.r or order Stocks & Wiltshire

W. I. Chater.

Presented for acceptance 18th June 1803.
Not accepted for want of funds from the Drawer. —

At the Exchange of the day for M Pag.s 4548 . 42 . 65. Coringa 15th May 1803

Gentlemen

At Twenty Days Sight this my first of Exchange (Second of the same tenor and date being unpaid) please pay or Cause to be paid unto Mess.rs Abbott and Maitland or to their Order the Sum of Four thousand five hundred and Forty Eight Madras Pagodas forty two fanams and Sixty five Cash at the Exchange of the day - Value received and place the same to account as per advice from

Gentlemen
Your most Ob.t
Humble Serv.t
E. Roebuck

To Mess.rs Lys Satur and De Monte
Madras -

To Mess.rs Lys Satur and De Monte
Madras

Gentlemen

I have this day taken the Liberty of Drawing on you in favor of Mess.rs Abbott and Maitland for (M Pag.s 4548 . 42 . 65) Four thousand five hundred and Forty eight Madras Pagodas forty two fanams and Sixty five Cash

Cash at Twenty Days Sight at the Exchange of the day which I request you will Honor at Maturity —

I am Gentlemen
your Most Obedient
Humble Servant
E. Roebuck

Coringa
15th May 1803

I Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Do hereby Certify and Attest that on the Twenty third day of May in the year of Christ One thousand eight hundred and three the Original Bill of Exchange (whereof a true Copy is above written) was presented and shewn to Messrs. Lys Satur and De Monte of Madras Merchants (the Persons on whom the said Bill is Drawn, for their acceptance thereof and the said Messrs. Lys Satur and De Monte then and there had sight of the said Bill of Exchange and of the Original letter of advice annexed thereto) which I have transcribed under the Copy of the aforesaid Bill) and were requested to accept the said Bill In answer to which presentment the Drawees declared to me Notary that in Justice to themselves they could not accept the same bill until the adjustment of certain differences which were pending between them and the Drawer and they declined the acceptance of the same Bill accordingly And on the fifteenth day of June in the year aforesaid, when the time appointed by the said Bill for payment of the Contents thereof had elapsed I the said Notary Did again present the same Original Bill of Exchange to the said Drawees Messrs. Lys Satur and De Monte for payment of the same Contents upon which last mentioned presentment the said Drawees neglected to pay and wholly dishonored the same Bill Wherefore I the said Notary at the request of Messrs Abbott and Maitland of Madras Merchants, the Holders of the Bill of Exchange Have protested and by these presents Do protest against the Drawee of the said Bill of Exchange and against all other Persons whom it may Concern for the Non payment of the said Bill and for Exchange re exchange and all Costs Charges Damages and Interest Suffered and to be suffered by reason of the Non payment aforesaid thus done and Protested at Fort Saint George Madras aforesaid this Sixteenth day of June in the year of Our Lord 1803 —

By this Public Instrument of Declaration and Protest Be it made Known unto all Persons whom it may Concern — That on Wednesday the thirteenth day of July in the year of Our Lord one thousand eight Hundred and three before me Daniel Neale Notary Public by lawful authority duly Admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies personally appeared Asa Bodwell Master of the Ship Governor Gilman of Boston (which is now Anchored in the roads of Madras) and also Mate of the said Ship which Several appearers declared for truth before me Notary as follows (that is to say) That the said Ship departed last from the Cape of Good Hope (in prosecution of her Voyage from ~~Boston~~ Portsmouth in North America to Bengal) on the seventh day of the Month of May last — That previous to such her last departure Nine Persons in addition to the said Number of those which she had brought from ~~Boston~~ Portsmouth had at the Cape embarked on board her for a Passage to Bengal In consequence whereof six puncheons (extraordinary) of Water had been shipped on board That on her leaving the Cape the said Ship had thirty two or thirty three Puncheons of Water which was a quantity fully adequate to the Number of Persons whom she carried (being) for the Ordinary Passage at such a season of the year from the Cape to Bengal — That the water had been husbanded with all proper and usual Care And but for the waste thereof hereinafter mentioned would have been more than sufficient for the Ships Consumption to Bengal And the appearers did furthermore declare for truth to me Notary That on Thursday the seventh day of the present Month of July (being off the Island of Ceylon in the Latitude of 5-13 and Longitude of 83°) the Ship met with a Sudden Squall which gave her a Violent Shock and badly split her Main Top Gallant Sail — That on Sunday the Tenth day of the said Month of July the officers of the Ship discovered and reported to the said Master (the appearers first herein before named) that three Leagures of Water (each containing one hundred and fifty Gallons) had wholly leaked out And that there remained in the Ship a Sufficiency of Water on short allowance but for 5 or 6 Days And the appearers declared to me Notary that they supposed and believed the loss of the said three leagures of Water to have been the effect of the Shock which the Ship experienced from the squall on the Seventh Instant And the appearers did further represent that besides such the deficiency of Water the Ship was unprovided with either Canvas or ~~twine~~ twine for repairing the Sails of the Ship in case of any further Accident to them And that

as the Ship if continued on her course would probably approach the bottom of the bay of Bengal about the time of the Moons change there was very Ground to apprehend at this Season the wants of those Articles - wherefore the appearer (the master) with the advice of his officers did deem it expedient to put into a near port for the Supplying the Ship with water other Articles of which she was in need previously to her proceeding towards Bengal and accordingly that the Course of the Ship was at Noon on the said 30th Instant altered And on the 31st Instant (the day before the date of this my Public acts) the said Ship arrived in the roads of Madras

And I the said Notary have to this my Public act subjoined a Copy from the Log Book of the said Ship (as furnished to me by the appearer) of the same entries therein Made for the 4th 8th 9th and 30th days of July Inst. which Manifests all and every the premises -

In regard whereunto the said master Asa Bodwell Did on the day aforesaid of his appearance before me Notary desire to protest and he doth hereby solemnly protest against the winds and Seas and against all damages and losses that have by Reason thereof been sustained by the said Ship Governor Gilman her tackle Apparel or furniture or her goods of her Loading and also against all Accidents Causes whatsoever which have occasioned the expediency of the Ships deviation into the roads of Madras And likewise agt all other Damages losses charges and Expences whatsoever which may be attended upon as to the Ships stay in the roads of Madras or to the pursuing her Voyage after her Departure from the said Roads - To the Intent and in Order that all the same loses damages and charges may be sustained by and recovered from such persons or Person to whom it may behove to bear and defray the same -

Therefor and it being required to me Notary I have Granted these presents under my hand and the Seal of my office at Fort St George aforesaid on the day and year first above written to serve and avail as occasion shall require -

(Signed) A. Bodwell
Extracts referred to by the foregoing Public Act

Thursday July 7th 1803 } First Part of the 24 Hours fresh Gales with clear weather at 8 P.M. Violent Heavy squall with hard Rain Split our Sails & hove Ship Down almost upon her beam ends in so sudden a Manner that it Damaged our Sails very much Employed in repairing our Sails that we split in the squall -

Friday July 8 } Fresh Gales with clear pleasant weather all hands still employed in repairing the Sails at 5 P.M. saw the Island of Ceylon

Saturday July 9th 1803 } These 24 Hours more moderate with pleasant weather Made all sail that was possible to stand up the bay -

Sunday July 30th } First Part light airs inclining to calm all hands employed at sundries at 2 P.M. Calm the first and second officers took an opportunity to Examine the Between Decks to see if there was no Damage Done to the water Casks as we thought there might be done in the heavy squall we experienced off the Island of Ceylon we found three casks intirely Leake out we suppose it be owing to the Violent weather we experienced off the Isle of Ceylon three days before the same time we split our Sails and hove the Ship almost Down upon her Beam ends in so sudden a Manner that it Damaged our Sails very much On further examining our water we only found On board on short allowance only enough to last for five or six Days and the Ship in want of every articles to repair her Sails in case of another accident there for on Mutual Consultation of the Captain and officers thought it best for the Safety of the Ship ourselves and owners property and for the Good of the Underwriters to bear up to the first Port of Safety in order to get supplies of water and other articles which the Ship is in Danger without likewise to avoid the Dangers which Ships encounter at this Season of the year at the Bottom of the Bay of Bengal when the change of the Moon which Lunation we cannot avoid if we proceed up the Bay at Meridian Boar up for the first Port of Safety -

A true Copy
D. M.

Madras 27th May 1803 –

Two months after date I promise to pay to Verdapah Chitty or order the sum of Two hundred and seventy five ft Pagodas with interest ~~at the~~ at 12 P Ct Pannum for value received

Valapah

St Pag^s 275

(Indorsed Verdapha Chitty)

On the 30th day of July now last past – I Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and Practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies – Did present the Original Promissory Note (whereof the foregoing is a true Copy) unto Valapah the Maker thereof for payment upon which presentment the said Maker wholly neglected to pay the Contents of the said Note – Wherefore I the said Notary (at the request of the Proprietors of the Madras Bank the Holders of the said Note) Have protested and by these presents Do protest the said Note – Thus Done and Protested at Fort Saint George aforesaid this 1st day of August 1803 –

Exchange for St Pa^s 900 – Jaggernaik p^m 1st July 1803 –

Sir

Please to pay at 15 Days sight of this my first Bill of Exchange (Second of the same tenor and date not being paid) to Messrs Parry & Lane or order the sum of Nine hundred Star Pagodas as ff Advice from

Your most Obed^t Servt
Benj^m Heyne –

To Mr James Franck
at
Madras

Accepted July 12th 1803
James Franck

On this 30 day of ~~August~~ July ~~now last past~~ ~~I Danl Neale~~ in the Yr of our Lord 1803 I Danl Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and Practising at Fort St George Madras on the Coast of Coromandel in the East Indies – Did present the original Bill of Exchange (whereof the foregoing is a true Copy) unto Mr James Franck at Madras (the acceptor thereof) for payment upon which presentment the said acceptor wholly neglected paying the contents of the same Bill – Wherefore I the said Notary at the request of the said Parry & Lane of Madras Merchants (the Payees & Holders of the same bill) Have protested and by these presents Do protest ag^t the said acceptor for the non payment of the said bill and for Exchange Re-exchange and all Costs charges Damages and Interest suffered and to be suffered by reason of the non-payment aforesaid – Thus done and Protested at Fort St George Madras aforesaid the day and year above written –

Two months after this date I promise to pay to the order of Sattavettoo Soobboo Chitty the Sum of One thousand Star Pagodas (Pag. 1000) with interest @ 10 p.c. p annum for value recd. at Madras 30th May 1803

(Indorsed)

Sattavettoo Soobboo Chitty

C. Arnachellum Chitty

N. P. 2d Aug. 1803

On this day 2d day of August in the year of our Lord 1803. I D. the request of the Proprietors of the Madras Bank the Holders of the bill of Exch. Promissory Note (whereof the foregoing is a true Copy) D. N. Not. Pub. by lawful authority duly admitted and sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies

Did present the Pd. Note to C. Arnachellum Chitty the Maker thereof for payment upon which presentment the Pd. Maker wholly neglected to pay the contents of the Pd. Note Wherefore I the Pd. Notary (at the request aforesaid) have protested and do hereby protest the Pd. Note Thus done I protested at Fort St. George aforesaid the day & year above written

London 21 Jany. 1803

(Third) Exa. for H.P. 1241. 15. 1/4.

Sixty days after sight of this my third of Exchange first second & fourth of the same tenor & date unpaid pay to Messrs. Chase Chinnery & McDouall or Order the Sum of Star Pagodas Twelve hundred Forty One. Fifteen fanams & Seventy four Cash value received from Messrs. Bruce de Ponthieu & Co. in L. St. Four hundred Fifty at the Exchange of 7/3 pr. Star Pagoda which place to Account with or without further advice

accepted June 15th 1803
John Branson

G. Jaxon

To Mr. John Branson
Merchant
Madras

On this 18 day of August in the year of our Lord 1803 at the request of Messrs. Chase Chinnery & McDouall of Madras Merchants the Holders of the bill of Exchange (whereof a true Copy is above written) I Daniel Neale Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies

Did present the Pd. original Bill of Exchange to Mr. John Branson of Madras Merchant (the Person on whom the Pd. bill is drawn & to whom the same bill appears to have been on the 15 day of June last Daly accepted) for payment of the contents thereof upon which presentment the Pd. acceptor wholly neglected paying the contents of the same bill wherefore I the Pd. Notary at the request aforesaid have protested and by these presents Do protest against the acceptor ~~of the said Bill and against the Indorsers~~ for the nonpayment of the said Bill and for Exchange Re-exchange and all Costs Charges Damages and Interest suffered and to be suffered by reason of the nonpayment aforesaid Thus done and protested at Fort Saint George Madras aforesaid

the day & year first above written

Pag. 90-38-40

Madras 17th June 1803 –

Two Months after date I promise to pay to J. W. Davies Esquire or order the Sum of Ninety Star Pagodas ~~thirty eight~~ fanams and forty Cash being the balance due to him on account of the advertisements of the Gazette up to the 28th Feb. Last on account acct. of the late Concern of Dobbin & Hogg –

(Indorsed) Pay Messrs Chase Chinnery & McDouall or order – J. W. Davies

J. Dobbin

On this 22d day of August in the year of our L. 1803 at the request of Messrs Chase Chinnery & McDouall of Madras Merchants (the holders of the Orig. Promissory Note (whereof a true Copy is above written) I Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies –

Did present the Orig. Promissory Note to James Dobbin of Madras (the Maker thereof) for payment upon which presentment the said Maker wholly neglected paying the contents of the said Note

Wherefore I the said Notary have protested and by these presents Do protest the said Note ~~as well~~ against the ~~Ind~~ Indorser as against the Maker thereof thus done & Protested at Fort Saint George aforesaid the day and Year first above written –

Madras 23rd June 1803 –

Two Months after date I promise to pay to Messrs Chase Chinnery & McDouall the Sum of five hundred and sixty six Star Pagodas – Twenty Eight fanams for value received –

James Franck

Pag. 566-28 –

Know all men by these presents That I Daniel Neale Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies on this 27th day of August in the Year of our Lord 1803 – at the House and place of Trade of James Franck of Madras (the maker of the Original Promissory Note whereof the foregoing is a true Copy) Did demand Payment of the same Note – and that the said Maker did not pay the same – Wherefore I the said Notary Do hereby Protest the said Note – Dated this 27th day of August 1803 –

(Signed) D Neale
Not. Pub

(L.S.)

Madras 26th May 1803 –

Three Months after date I Promise to pay to Vencatasha Naig or Order the Sum of Four hundred Star Pagodas with Interest at Twelve pr. Ct. pr. Annm for value received –

Telisingam

Pag. 400 –

Indorsed

Know all men by these presents That I Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies Did on the Twenty Ninth day of the present month August demand from Telisingam the maker of the Original Promissory Note (whereof the foregoing is a true Copy) payment of the same Note – and that the said maker did not pay the same – Wherefore I the said Notary Do hereby Protest the said Note – Dated this thirtieth day of August in the Year of Our Lord One thousand Eight hundred and Three –

Star Pags. 3000

Fort St. George 25th Augt. 1803.

Three Months after date please to pay Messrs. Chase Chinnery McDonall & Co. or order the Sum of three thousand Star Pags. and place the same to account of

Honble Sir

Your obedt. humble Servt.

Lee Shaw

To the Honble Basil Cochrane

Presented for Acc: 30th Augt. 1803. D.K.

Accepted refused

Madras June 24th 1803

Two Months after date we promise to pay to T. K. Davies Esqre or order the Sum of Two hundred and fifty Star Pagodas with Interest at the rate of twelve per cent per Annum for value received

Rep. 250-0-0

Branson Jones & Reddy

(Indorsed) Pay Messrs Chase Chinnery & McDonall or order

T. K. Davies

N. C. 27. August
N. C. 30 August } D.K.

Know all men by these presents That I Daniel Neale Notary Public by Lawful Authority duly admitted & Sworn & dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indias Did on the Twenty Ninth day of August the present Month August demand from Messrs. Branson Jones & Reddy the makers of the Original Promisory Note (whereof the foregoing is a true Copy) Payment of the same Note - And that the said Makers did not pay the same. - Wherefore I the said Notary Do hereby Protest the said Note - Dated this Twenty Ninth Day of August in the Year of Our Lord One thousand eight hundred & three. -

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Exchange for £1000 Steil at 4/9 Stlg. p. Star Pagoda

London 13th November 1802.

Sixty days after sight of this my first of Exchange (second and third of same tenor and date not paid) Pay to the Order of Capt. Henry Mathias Elmore the Sum of four hundred Pounds Sterl. value Received for necessaries, maintenance and Education of myself and your three Children, as p. Account settled this day -

Ann McDowell

To Capt. Andrew McDowell
at Harrington Barnaby & Cockburns
Madras

Pay to Wm. Fitzmaurice, and Charles Blaney, or their Orders Jointly, or Severally

H. M. Elmore

Pay Henry Hall Esqr. or his Order Wm. Fitzmaurice.

Sir,

The above is a Copy of a Bill put into my hands by the last Indorser, for the purpose of presenting the same to you for your acceptance - I request you will inform me per return of Tappal, if it is your intention to accept the same, and also you think proper so to do, be pleased to Subscribe your acceptance to this Letter - and if the Bill when it becomes due, is to be paid by your Agents here, be pleased to name them - you will of Course in the Event of your accepting the Bill, return this Letter to me. -

I am Sir
Your Hble Servt.
(Signed) Dan'l Neale
Not: Pub:
Fort St. George

Fort St. George,
14th Septr. 1803.

Capt. Andrew McDowell
Cumbum

I D. N Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies.

Do hereby Certify ~~and~~ that on or before the 9th day of the present Month of Sept.r Capt.n Andrew McDowell the Person whom hereof bill of Exchange annexed a Copy whereof is hereunto written a drawer / had Notice of such bill of Exchange having been drawn upon him Did on the 9th day of September ~~in~~ instant address and Deliver unto Messrs Chase Chinnery & McDowall Bankers (the Holders of the said bill of Exchange) a Letter of which the following is a Copy (that is to say)

To Messrs Chase Chinnery & McDowall & Co.rs

Gentn

I have Received your letter of the 5th Inst. saying you have Mr. McDowalls Bill on me for £1600 This surprizes me a good Deal as that Lady is not Authorised to call upon me in any way whatever You will therefore be pleased to Protest the same and any other of the like Nature that may be offered to your House for Payment. I have the Pleasure to Remain

Gentn

9th Sept.r 1803 Yours Obed.t Hble Andw McDowell

Be it known to All Men by these Presents that on this 19th day of September in the year of our Lord One thousand Eight hundred and three before me Fred.k Nolan a Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George aforesaid on the Coast of Coromandel in the East Indies aforesaid Came and Appeared in my proper Person Fred.k Nolan the Bearer hereof who Did Declare and Say that he the said Fred.k Nolan is the Lawful Holder and Proprietor of a certain bill of Exchange drawn by Capt.n Andrew McDowell on the 9th day of September instant at Sight in favour of Messrs Chase Chinnery & McDowall Bankers for the Sum of Pounds Sterling One thousand six hundred which bill of Exchange the said Fred.k Nolan did present to the said Andrew McDowell the Drawee thereof at his House in Fort Saint George aforesaid on the 13th day of September instant and demanded Payment thereof which the said Andrew McDowell refused to Pay or Accept the same as by the Protest thereof under the hand of the said Fred.k Nolan bearing Date the 13th day of September instant more fully and at large appears Now know ye that I the said Fred.k Nolan Notary Public as aforesaid have come and Do hereby Protest against the said Andrew McDowell the Drawee of the said bill of Exchange and against all Others whom it may concern for all Exchange Re-exchange Damages and Interest suffered sustained or accrued and to be suffered sustained or accrued by reason or for want of Acceptance hereof the said bill of Exchange by the said Andrew McDowell the Drawee thereof as aforesaid and I the said Fred.k Nolan Notary Public as aforesaid Do hereby Protest against the said Andrew McDowell the Drawee of the said bill of Exchange and against the Endorsers thereof and against all Others whom it may concern for all Exchange Re-exchange Damages and Interest suffered sustained or accrued and to be suffered sustained or accrued by reason or for want of Payment hereof the said bill of Exchange by the said Andrew McDowell the Drawee thereof as aforesaid

In Testimony whereof I the said Notary have hereunto set my hand and affixed the Seal of my Office at Fort Saint George aforesaid this 19th day of Sept.r 1803

Arnee 2nd June 1796

To Capt.n Gray of the 77th Reg.t - Lieut.t Torrens of the 52nd Reg.t - and Lieut.t Rodgers of the Hon.ble Comp.s 1st Batt.n Native Infy - Prize Agents

Gentlemen

Please to pay unto Major Gen.l Nixon, or order - the full Amount of my Ceylon Prize Money - which place to Acc.t of

Your most Obed.t

B.G. Barbut

Major & Mr. 73rd Reg.t

Registered to be paid to Major General Nixon when a distribution is ordered -

Columbo 26th July 1796

Cha.s Gray - Capt.n 77th Reg.t
J. Rodgers Lt. 1st Batt.n 1st
J. Torrens Lieut.t 52nd Reg.t
Prize Agents for the Arn

and the Quantity of Rice which was trimped up that the Cargo must be Materially

Mr. James Tapsall

Sir,

Two Months after date please pay to Mr. James Dobbin or Order the Sum of Six hundred Star Pagodas with Interest at the rate of 10 pr Cent pr. annum and debit the same to the Estate of Mr. George Harrison deceased.—

1803
Octr. 4th.
Madras

I am Sir,

Your most Obedt Servt.
John Barrow
Atty to Marry Barrow Adminis=
=tratrix to the Estate of G: Harrison

On his 7th day of Oct. in the Yr. of our Lord 1803 at the request of Mr James Dobbin (the Holder of the Sign Bill of Exchange whereof a true Copy is above written) I D. N. notary Public by lawfull authority duly admitted and sworn & dwelling & practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies.

Did present the Sd bill of Exchange to Mr. James Tapsall (the Person on whom the Sd bill is drawn) for his acceptance of the Sd bill of Exchange upon which Presentment the Sd Drawee wholly refused to accept the Sd bill wherefore I hereby Notary (at the request aforesd) Have protested and do hereby protest against the Drawee of the Sd bill for the non acceptance aforesd. I have all Interest costs charges damd. & Exchs. Suffered & to be suffered by reason of ~~the~~ such non acceptance ~~aforesd~~ This done & protested at Fort St Geo: aforesd the day & year above written

Seringapatam
7th October 1803.

To Captain Charley Rand
&c. &c. &c.
at Madras

Sir

At 15 Days sight please to pay to P. Ragaviah or Order the Sum of One Hundred Star Pagodas Pr value received & place the same to account as pr advise From

Sir

Your most Obedient Servant
C. Appiah Br

Pr 100

Please to pay the Amount to Messrs. Chase Chinnery McDonald & Co
P. Ragaviah.

Know all Men by these Presents that I Daniel Neale Notary Public by Lawful authority duly admitted & Sworn & dwelling & practising at Fort St. George Madras on the Coast of Coromandel in the East Indies.

Did present the Original Bill of Exchange whereof the foregoing is a true Copy / to Capt. Chas. Rand / the Person on whom the same / his Attorney or Agent / which Presentment the said Drawer declined to accept the said Bill & the reasons which he had assigned & Letter to the Drawer whereon the said Notary / at the request of the said Chinnery McDonald & Co. hereon as well as on behalf of the Owners of the said Bill / Have protested & do hereby protest against the Drawer & Indorsers of the said Bill for the non acceptance aforesaid & for all Interest Costs Charges damages & Expences suffered & to be suffered by reason of such non acceptance. Thus done & protested at Fort St. George aforesaid the day & year above Written.—

Be it Known to all Men by this Public Notarial act that on the 27th day of the present Month of Septr. in the year of Christ 1803 at the request of Captn. Wm. Holland Commander of the Ship Mary now laying at Anchor in the Roads of Madras I Daniel Neale Notary Public by Lawful Authority duly admitted and Sworn & dwelling & practising at Fort St. George in Madras aforesaid and did then and there proceed to take an Inventory of the Effects of Mr. Richard Sparrow late Supercargo of the said Ship Mary who departed this life on the day of this present Month of Septr. Instt. in Pophams Broad way in Madras aforesaid that is to say of such Effects of the said Richard Sparrow decd as were then landed from the said Ship Mary & which appeared to me Notary to be of value And I Notary do hereby Certify and declare that such Articles of value belonging to the said Richd. Sparrow decd. (as described so to be by the said Captn. Willm. Holland to me Notary were as under

One Gold enamelled Lady's watch with Gold Chain Trinkets and a Ruby Ring
One Plain Gold watch without hands or Chain
One Metal watch
Four (4) Borneo Diamond Rings
One Calcutta Set Diamond Ring
One Do. . . Do. . . Do.
One Gold Ring with Hair & Initials C.S.
One Gold Breast Pin with Hair & the same Initials
One Gold Ceylon Ring with a Case
One Gold Malay Armlet
One Filligree Malay Smelling Bottle
One Silver Tea Pot Hand
Seventeen (17) Spanish Dollars (supposed to be Counterfeit)
2 Silver Spoons
1 Do Tongue Scraper
1 Silver Tea Pot Marked R.S.

And I Notary do further Certify attest and declare that on Saturday the 1st. day of October now last past at the like Request of the said Captn. Wm. Holland I Notary did proceed to the Custom House at Madras where the remainder of the effects of the said Richard Sparrow decd had been landed in order that I might take an Account thereof or of such part thereof as appeared to me Notary to be Valuable and I Notary do hereby Certify attest and declare that such Articles of Value so taken an Account of by me Notary as the property of the said Richard Sparrow deceased were as under

Two Enamelled watches
1 Gold watch
3 Silver watches
1 Bundle of Silver Lace
1 Silver Pocket Compass in a Case
1 Sash Sabre
1 Silver Coat Rack
1 Silver Gravy Spoon

2 Silver Milk Spoons
1 Dozn do desert Spoons
1 Dozn do Table Spoons
2 Silver Salt Spoons
1 Silver Butter Knife
2 Silver Salts
2 pair Silver Buckles
2 pair Plated Candlesticks
1 Gold Locket
1 large Gold Enamelled Do
1 Gold Ring Set with Pearls
1 Gold Thimble
3 pair of Gold Ear rings
2 Gold Brooks
1 Plain Gold Ring
2 Gold Necklaces
3 Silver Gilt Chunam
Pots in Red Morocco Cases
3 Silver Gilt Scollop Shells
1 pair of Pocket Pistols
1 Ticket in the Madras Lottery №4706 in the Second Class for the present year

And I Notary do further Certify that I found all the Drawers Trunks and Chests which contained the Effects of the said Richard Harrow deceased carefully sealed up and upon inquiring what Person or Persons had so sealed the same the before mentd Capt.n Wm Holland acquainted me Notary that he had thought it proper so to do immediately after the Death of the said Richard Harrow for the purpose of Securing the same And I Notary do further Certify that the said Capt.n Willm Holland on the said 1st day of October of the whole of the Effects of the said Richard Harrow deceased had been examined by me Notary expressed his Surprize that a String of Pearls which the deceased had shewn the said Capt.n Holland on the Voyage from Calcutta to Madras had not been found among the Effects of the said deceased and desired me Notary to Protest on his behalf against any liability on his part to become answerable or Accountable to any Person or Persons whomsoever for the said Pearls or the Value thereof Wherefore I Notary in pursuance of such request of the said Capt.n William Holland and in as much as it appears to me Notary that all due precaution has been taken by the said Capt.n William Holland to secure the Property of the said Richard Harrow deceased Do hereby protest against any Manner of liability on the part of the said Capt.n Willm Holland for his failed to Account for or to produce or make good in value the said Pearls so missing as aforesaid by or to any Person or Persons whomsoever who shall or may at any time hereafter be legally Authorized or empowered to intermeddle with or to take Possession of the Estate and Effects of the said Richard Harrow deceased as also against any Manner of liability on the part of the said Capt.n Wm Holland to be failed to Account for or to produce or make good in value to such Person or Persons as aforesaid any other part of the Property Effects of the said Richard Harrow deceased either on board the said Ship Mary in the Road of Madras or which the said Richard Harrow deceased carried on shore with him to Person or

Persons may at any time or times hereafter discover to be missing if any other part of the Property or Effects of the said Richard Harrow deceased are missing and I Notary do hereby further certify and attest that the said Capt.n William Holland did declare to me Notary that the said Richard Harrow deceased brought with him from Calcutta to Madras Sundry Articles for Private Trade which the said Richard Harrow deceased acquainted the said Capt.n William Holland it was his Intention to dispose of at Madras such Articles being Calculated for that Market and that he the said Capt.n William Holland had in consequence proceeded to sell and dispose of some of the said Articles to the best advantage and was endeavouring to sell and dispose of the remainder for the best price or prices he could obtain for the same Nevertheless as some of the aforesaid Articles may happen to sell to a disadvantage the said Capt.n William Holland requested me Notary to protest against any Manner of liability on his part to make good any loss which may be sustained by the sale thereof to such Person or Persons as shall or may be legally Authorised to take possession of the Estate and Effects of the said Richard Harrow deceased or any other person or Persons whomsoever I do therefore hereby Protest against any liability on the part of the said Capt.n William Holland to make good any such loss or loses on the sale of such Goods being the private Trade of the said Richard Harrow deceased or any part thereof to any Person or Persons whomsoever in case any such loss or loses shall happen to be sustained thereby In testimony whereof I Notary have hereunto set my Hand and caused my Seal of office to be affixed at Fort St George Madras this fourth day of October in the year of Christ 1803—

Be it Known to all Persons by this Public Instrument of Declaration and Protest that on the 4th day of October in the year of our Lord 1803 Before me Daniel Neale Notary Public by Lawful Authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies personally appeared William Ramsay Commander of the Ship Friends now laying in the Roads of Madras whither she arrived on the 13th day of the said Month of October from the Port of Calcutta and the said Appearer at the aforesaid time and place did declare for truth to me Notary as follows that is to say that on the 16th day of September last the said Ship Friends was then laying at Anchor in Calcutta River compleatly ready to sail to the Port of Madras with a Cargo of Bags of Rice and Sundry other Articles

articles And that the said Ship weighed Anchor and dropped down the River on that day with a Pilot on board in prosecution of her said Voyage but that Notwithstanding all possible attention was paid by the said Pilot And the appearer his officers and Crew in Navigating the said Ship down the River she drove from her Anchor whilst a breast of Fort Mornington where the said Ship had been Moored at 5 o'clock P.M. on the same 16th day of Septr in 5 fathoms water and got a Ground at low water and the said appearer did further declare to me Notary in a short time after the said Ship so struck he the said appearer his officers and Crew with the said Pilot on board and other proceeded in getting the said Ship into deep water and that she accordingly proceeded on her Voyage to Madras - and that on the Night of the 25th day of Septr following the said Ship Orient whilst shaping her Course for Madras encountered a hard Gale of wind with a very heavy Sea which Caused the said Ship to strain very much and make much water on which Acct. it became necessary to keep one Pump Constantly at work during the whole of that Night and to employ some of the Crew in baling the water out of the said Ship wherefore the said appearer and his officers were of opinion and had reason to apprehend that that some part of the Cargo on board the said Ship must have sustained Damage from the Seas And that the Cause of the said Ship making so much water must have arisen from her being strained when he drove from her Anchor and got aground at the time and place hereinbefore Mentioned and Specified And the said appearer did at the time and place first herein before Mentioned produce to me Notary the Log Book of the said Ship Orient Containing the detail of the particular Accidents & Casualities of weather attending the said Ship on her said Voyage - from Calcutta to Madras and did before me Notary testify and declare that the several Circumstances & Transactions therein extend and recorded were faithfully and truly related and setforth the same Actually occurred from which log Book I have at the desire of the appearer extracted such particular facts as Materially relate to the Circumstances herein before setforth as declared by the said appearer to me Notary as aforesaid to be true And I Notary have also at his desire subjoined to this my Public Act and Made a part thereof true Copies of such Entries which I do hereby Certify and attest to be faithfully and correctly Extracted from the said Orig. Book And the appearer did declare and solemnly assert before me Notary that all such Damages and losses as the said Ship Orient or her said Cargo may have suffered were wholly by means of the said Ship driving from her Anchor and getting a Ground at the time and place before Mentioned And by the Sale of wind which the said Ship encountered on the said 25th day of September And not by or thro the Act default or Neglect of him the appearer or his officers or Crew And for all and every the Matters aforesaid as declared & Confirmed for truth before me Notary the appearer did on behalf of himself and his Owners desire to Protest And he doth accordingly by these Presents solemnly Protest as well against the Accident herein before setforth as to the said Ship Orient driving from her Anchor and getting a ground at the time and place aforesaid as against the wind and Seas aforesaid for all losses damages whatsoever that shall appear to have been sustained by the said Ship her tackle apparel or furniture or her said Cargo or any part thereof and for all Charges and Expences already incurred or expended or to be paid expended or bestowed by reason or means of the several Matters aforesaid or either of them [illegible]

and the Quantity of Rice which was pumped up that the Cargo must be Materially [illegible]

Matter and thing whatsoever which he the appearer can may or ought to protest for or against in or about the Premises and the appearer did desire of me Notary this my Public Act as Evidence in the Premises and to the end and Interest that such Act may be Availing in the Manifestation and recovery of all such Damages Losses Costs Charges and expences from all Persons whom it may Concern when the same shall or may be thereunto required wherefore I have Granted these Presents under my hand and Seal of office at Fort St. George aforesaid the 15th day of Octr in the year of our Lord 1803 -

Daniel Neale (L.S.)
Not. Pub

Extracts from the Log Book of the Ship Orient from Calcutta towards Madras by the foregoing Public notarial Act referred to -

William Ramsay Commander of the Ship Orient Maketh oath and saith that the Contents of the foregoing Public Notarial Act and the Matters of facts detailed in the Extracts from the Log Book of the said Ship Orient thereunto subjoined are respectively true

Fort St George
this 19th day of Octr 1803
Sworn before me

Be it Known to all Persons by this Public Instrument of Declaration & Protest that on the 14th day of October in the year of our Lord 1803 before me Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies Personally appeared Charles James Commander and part owner of the Ship Sir Lawrence Parsons now laying in the Roads of Madras where she arrived on the before mentioned day from the Port of Calcutta and the said appearer at the said time and place declared for truth to me Notary as follows that is to say on the 4th day of Septr. last past the said Ship Sir Lawrence Parsons being in thorough and Complete repair good Order and Condition well found in every respect and fit for Sea (the said Ship having a short time previous to that day been hauled out of Dock where she had undergone a full repair) Received on board by an Order from the Master attendants office at the Port of Calcutta aforesaid a Pilot who took Charge of the Ship on the said 4th day of Septr. a breast of the Esplanade at the said Port of Calcutta and the appearer declared to me Notary that from the said 4th day of Septr. until the 9th day of the same Month he the appearer his officers and Crew employed in Sweeping for and recovering an Anchor which the said Ship had lost and that on the said 9th day of Septr. the said Ship Sir Lawrence Parsons departed from the aforesaid port of Calcutta in the Charge of the said Pilot so received on board by order of the Master attendant at that Port as aforesaid in Prosecution of her Voyage to Madras and the appearer further declared to me Notary that the said Ship Sir Lawrence Parsons arrived on Sunday the Eleventh day of the said Month of Septr. at "Pier Serang Point" in the said River of Calcutta and that the said Pilot then being in charge of the said Ship Did run the said Ship on Shore at 11 Oct. A.M. on that day a breast of the said Point called Pier Serang Point where the said Ship lay heeled upwards of three Streaks on a Sand Bank and that the said Ship having a heavy Cargo on board the appearer apprehended the Ship must by such Accident have strained herself Considerably and the appearer did declare to me Notary that the said Ship lay on Shore on the said Sand Bank until half past 8 o'clock P.M. of the same day when she was hove off into deep water that the said Ship then proceeded in prosecution of her Voyage until Wednesday the 14th day of the said Month of Septr. when at 45 minutes past 1 o'clock P.M. on that day the said Pilot did again run the said Ship on Shore on a dangerous Sand Bank a Breast of Hoogly Point that the said Ship had only 3 feet water from

lay working and straining herself Considerably that whilst the said Ship so lay on Shore she repeatedly lighted and sailed over on her hand side so as to bring the lower part of her Ports in the water that whilst the Ship was in such distress the said Pilot declared his belief that she was in such a Dangerous Situation that she must upset and be lost and the appearer did further declare to me Notary that he the appearer together with his officers and Crew did immediately in Consequence of the apprehension so expressed by the said Pilot for the said Ships Safety use their respective utmost exertions and struck Royal Yards Top Gallant Yards and Masts and threw over board a quantity of Europe and Coir with Sundry other Articles which then appeared to be on deck or which Could readily be Met with and that he the appearer also gave directions to start all the fresh water from the upper Deck to lighten the Ship which was accordingly done and the appearer further declared to me Notary that the said Ship Continued to lay on the aforesaid Sand Bank straining and working herself from the hour before mentioned that is to say from 45 minutes past one o'clock P.M. on the said 14th day of Septr. about the hour of Nine P.M. of the same day when the appearer succeeded in heaving the said Ship into Deep water (having previously sent out an Anchor where she was moored for the Night and the appearer declared that during the time the said Ship so lay on Shore on the said Bank as last hereinbefore mentioned she made no water of any Consequence and the appearer further declared to me Notary that on the Morning of the 15th day of the said Month of Septr. the appearer found the Teller of the said Ship broke in the Gun Room and also found that the Rudder of the said Ship worked greatly on the Stern Port so as to endanger Carrying away the Pintles and therefore under the foregoing Circumstances the appearer together with his said officers believed the said Ship Sir Lawrence Parsons to have received material Injury in her Hall and in other respects but found it impossible to discover the Actual Damage the said Ship had sustained until she had been examined and the appearer further declared to me Notary that the said Ship Sir Lawrence Parsons was in smooth water from the said 15th day of Septr. until on or about Tuesday the 20th of the same Month without any appearance of being Leaky but on the last mentioned day the said Ship being then worked down towards the Eastern Sea Reef with a fresh Breeze and rough swell from the Southward the appearer discovered that the said Ship made so much water as to require Pumping every 5 or 6 hours at 14 Inches and that on the 23d of the same Month of Septr. the weather being then fine the Ship only required pumping every 12 or 13 hours at 14 Inches and the appearer further declared to me Notary that on the 24th day of the said Month of Septr. the said Ship experienced hard Squalls and a rough Sea which Caused the said Ship to labour much and the appearer found it necessary to keep the Pump at work every 6 hours

ab 16 Inches And the Appearer further declared to me Notary that the weather beginning to have a threatening appearance the Appearer was induced to get down the Royal & Fore Gallant Yards & Masts And took in 1st. and 2d. Reefs in the Fore Sails And that at 30 Minutes past 2 P. M. on the said 24th. day of Septr. a Gale of Wind set in from the West North West to the West South West which caused the Appearer immediately to Hand the Main Sail and Mizen Fore Sails and the Appearer further declared that at 3 oClock P. M. on the same 24th. day of Septr. the Gale increased with much Violence with hard Gusts of Wind which obliged the Appearer to hand his Main & Fore Fore Sail and lay the Ship to under her Foresail That the Ship laboured hard from the hour of 2 P. M. on the said 24th. day of Septr. until Midnight on the same day and that during the said Gale she Carried away two Pairs of her Mizen Shrouds and Fore Main Back Stays And the Appearer declared to me Notary that while the Gale lasted he was obliged to Keep one Pump Constantly Going and that at half an hour past 12 oClock in the Morning of the 25th. day of the said Month of Septr. it then blowing a hard Gale with Continued and Violent Gusts of Wind at Intervals from the West South West to the Appearer found that one Pump was Insufficient to Keep the Ship free and that he therefore divided the Hands into Shifts for both Pumps which he instantly set at Work And the Appearer further declared that soon after 1 oClock on the said Morning of the 25th. day of Septr. he the Appearer found the Ship Gaining Considerably on her Pumps which were both at Work that she had four feet Water in her hold And that the Leak was Still gaining on the Pumps which were frequently disabled and rendered unfit from being Choaked with large Quantities of Rice from below And the Appearer further declared to me Notary that at half an hours past one oClock in the Morning of the said 25th. day of Septr. he the Appearer Considering the Ship in the utmost danger of foundering called a Consultation of his Officers when he the Appearer and his Officers were unanimously of Opinion that the only Means of Saving the Ship and Cargo on board from foundering and also of preserving the lives of all on board was to throw over board such Quantity of Cargo as might be necessary in order to ease the Ship That in pursuance of such Unanimous Opinion the said Appearer did throw over board 600 Bags of Rice belonging to Messrs. Chase Chinnery & Mc Dowall & Co. of Madras Merchants and Partners (the other Owners of the said Ship and of the Appearer or the only Means of Saving the Ship and lives on board And the Appearer declared that the Gale Continued until the morning of the 26th. day of the said Month of Septr. when it abated about the Hour of 11 P. M. And the Appearer apprehended that from the Quantity of Water the Ship had in her and the Quantity of Rice which was Thrown up that the Cargo must be Materially Injured and Damaged and the Appearer did at the time and place first hereinbefore mentd. produce to me Notary the Log Book of the said Ship Sir Laurence Parsons containing a Detail of the particular Accidents and Occurrences before mentioned and of the Damages and Losses Occasioned to the said Ship by Means of such several Accidents and of the Winds and Weather aforesaid and did before me Notary testify and declare that the several Circumstances therein recorded were faithfully and truly related According to their actual occurrences from which Log Book I have at the desire of the Appearer extracted such particular facts as most Materially concerned the purpose and intent of him the Appearer to declare before me Notary and I have also at his desire subjoined to this my Public Act and marked thereof two Copies of such several entries which I Certify and Attest to be faithfully Extracted from the said Original Log Book And the said Appearer did declare and Solemnly affirm before me Notary that all such Damages and Losses as the said Ship May have suffered in her Hull Tackle Apparel or Furniture or in respect of her Cargo where wholly Occasioned by the several Accidents before mentioned And by the Winds and Seas And not by or thro the Act default or Neglect of him the Appearer his Officers or Crew as the said several Extracts subjoined to this my Public Act will serve to evidence And for and on Account of all and every the Matters and Facts as aforesaid as declared and Confirmed on Oath before me Notary the Appearer did on behalf of himself and the said Messrs. Chase Chinnery and Mc Dowall & Co. as Joint Owners of the said Ship Sir Laurence Parsons desire to Protest and accordingly he doth Solemnly by these Presents Protest against the several Accidents hereinbefore particularly mentioned and against the Winds and Seas, for all Losses and Damages whatsoever that shall appear to have been Sustained by the said Ship her Tackle Apparel or Furniture or the Goods Laden on board her or any Part thereof and for all Charges and Expences already incurred or expended or to be paid expended or sustained by reason or means of the several Matters aforesaid or any of them and also for all and every other Cause Matter and thing whatsoever which he the Appearer can may or ought to Protest for or against in or about the Premises aforesaid and the Appearer did desire to me Notary this my Public Act in Evidence of the Premises And to the end and intent that the same may be availing in the Manifestation and Recovery of all such Damages Losses Costs Charges and Expences in time and place convenient from such Persons as the Premises do Concern Whereof I Notary have granted these Presents under my Hand and Seal of Office at Fort St. George aforesaid this Seventeenth day of October in the Year of Our

Water

Lord One thousand eight Hundred and three —

Charles James — Commander of the Ship Sir Lawrence Parsons and James Middleton Chief Officer of the said Ship Swerally Make Oath and say that the Contents of the public Notarial Act hereunto Annexed and the Matters of fact detailed in the Extracts from the Log Book of the said Ship Sir Lawrence Parsons thereunto Subjoined are respectively true

Fort St George
the 18th day of Oct. 1803
Sworn by both Deponents

C. James
Jas. Middleton

Before me
Henry Gwillim

Extracts from the Log Book of the Ship Sir Lawrence Parsons from Calcutta towards Madras by the foregoing Public Notarial Act referred to —

Sunday 4th Sept 1803

First and latter parts light winds middle fresh Breezes and fine. Wm. Am the Bankshall Sweepers came on board to sweep for the Anchor at 10 the Boat swept and held fast supposed her to have hold of our Anchor Lascars employed setting up the T. Gt. & Royal Rigging taking in and stowing Rice and laying the Donnage for the Cotton. Pm. received 85 bales of Cotton at 3 hour short when Mr. Collins Pilot came on board and took charge of the Ship — 1/2 past 4 Weird away upon the Ebb & carried the Anchor out in a Burr at 5 moord Ship with the New Bower Cable & Sheet Anchor upon the Flood people employed taking in the Cotton and Stowing it Seaconies making a flying Jib Carpenter as useful winds from the S.W. —

Monday 5th

Sunder
Asseram
Nossan
Mucherain
Noossain
Bullay

First part Strong Breezes & squally with rain middle & latter moderate Am sent all hands on board the Anchor boat but could not purchase the anchor struck Royal yards & masts at 6 swayed them up again People employed setting up the T. M. Backstays &c. & taking in Rice received 353 Bags this Day at Noon sent the People on Board the Anchor Boat and hove her close down at Low Water & on the Boor setting in Parted the Hawse Brought up the Boat & swept the Anchor again Began heaving upon the Ebb & Purchas'd the anchor but could not get in on board till slack water recd. on Board 1 Palanquin & 2 Horses with 2 Bales for Madras Received on Board 6 Jan Boats — Names of the Stursman as ✠ margin winds from the S.W. —

Tuesday 6th

Winds from 4th S.W.

First & latter Parts Light winds middle fresh Breezes Am sent the hands and got the Anchor on Board to the Cat Head Am People employed clearing and washing the Decks & setting up the Mizen Rigging Pm. impd. taking in and stowing Rice received 250 Bags this Day Gunner & Seaconnies employed below Carpenter as useful disch'd. the Ships Dungy Bent the Sheet Cable. —

Wednesday 7th S.W.

These 24 Hours light winds & hazy Wm. Am at 5 Cleard Hawse at 6 Mr. Collins Pilot came on board & unmoud Ship at Noon weighed and Dropped Down 1/2 past let go the small Bower to Clear the vessels in shore hove it up again and found it broke and the Arms and Shank gone at 1 Anchored in 6 fathoms waiting for another Anchor People Employed clearing the Decks &c. Gunner and Seaconies about the Sails —

Thursday 8th

Winds from S.W. to East

Am Light and fine weather received 1 Bower anchor of 28 Cwt. & 106 Bags of Rice People employed clearing the Decks &c. or otherwise setting the Rigging to rights Pm. D.H. received 3 Small Kegs & 6 Pieces Gauze Bent the T. Gt. Royal & mizen top Gallant Haysails Gunner and Seaconnies employed Making the Main Royal & flying Jib received on board 2 Lascars returned the old Anchor ring & Stock to Messrs Hudson & Co. Served a months allowance of Ghee to the Ships Company. —

Friday 9th

Winds S.W.

Am light Breezes & fine weather at 7 weighed and dropped down on purchasing the Anchor found the Cable Stranded 20 fathoms from the ring. sent to town immediately for another Cable at 11 Anch'd. again in 5 fms at Sangerhale not being able to Cross the Shoal Pm at 3 received on board a New Coir Maldivia Cable of 14 1/2 Inches & 120 fathoms long — People employed about the Rigging & Gunner and Seaconies Making Royals, Carpenter as useful —

Saturday 10th S.W.

Am light Breezes from the S.W. at 7 weighed and dropped down at 11 let go the Anchor having got into an eddy tide hoisted out the Cutter & Carried out the Stream Anchor at Noon got out in the Stream again & weighed 1/2 past 3 brought up for the Night in 6 fms near Pear Serang —

Sunday 11th Lible S.W.

D.H. at 6 weighed & hove up the Larboard Anchor 1/2 anch'd. with the Best Bower to stop the flood at 10 weighed with the first of the Ebb at 11 struck upon the Bank a breast of Pear Serang having 2 1/2 fms abaft & 1/4 four fms a mid Ships on the out side & 1/4 four on the Inside & Deep water fore head Started all the water on the off shore side & hoisted out the Cutter & long boat Lashed the latter on the Starboard side to heel the Ship in shore people employed rousing up a Spare Bower Cable to Carry out at Low Water

Sept. 1803
Sunday 8th
Continued

Water ½ past Noon the Ship began to float carried out the spare Anchor and old Bower Cable at 8 began to heave the Ship being a float fore and aft ½ past 8 hove up the Best Bower Anchor and hove the Ship Out in the stream Sounded the Pump constantly and found the Ship made no Water ½ past nine Capt. James Came on board from Fultah ¼ before 10 let go the Best Bower and hove the small Do found the one had hook'd the arms of the other let them both go and Brought up the Ship for the night People employ'd clearing the Decks up otherwise as useful —

Monday 12th
Lat. S. & Lo. E.

A.M. light winds & hot Sultry Weather at day light hove up the best Bower & Lard it of the other Anchor let go the small Bower & hove up the Best Anchor & got it in its Birth at Noon weighed at high Water & dropped down at Sun set Anch'd. again with the Best Bower in 6½ fathoms Water for the night People employ'd as useful about the Ship —

Tuesday 13th
Winds South'y.

AM. Light Breezes & hot Sultry Weather at day light weighed and dropped Down Lay as Spanish Frigate & 2 Country Ships at 8 Anch'd to Sett. Sea with the Best Bower in 7 fathoms below Mayapoor hoisted in the long Boat & Lighter ½ past Noon weighed and dropped down with the Ebb at 3 Spoke the Hipsecra Gral from Madras at 5 Anchored with the Best Bower a little below Fultah in 5 fathoms Water Received on Board Capt. James Stock and Several Small Stores for Bimlipatam & Madras —

Wednesday 14th
S. S. E.

AM. light Winds & hot sultry Weather at 5 weighed and dropped further down at 8 Anch'd as before to stop tide abreast of the Anchorage Creek in 4 fath. People employed washing & cleaning the Ship Setting up the Bobstays & Making Rigging PM at 1 weighed with a light Breeze from the S.S.E. Made Sail let the Topsails & Lt. Sails & Courses asweep 1 hour & 20 Minutes PM. passed over the James & Mary in 3 fathoms Tack'd & Came Working Down let the Royals at 1.45 PM. the Ship struck and laid down upon her Broadside the Bank being a Rest of Capt. Harrington at 2 PM the Capt. Came on board Sounded Round the Ship & has as follows — Astern ¼ 3 fathoms — aft ½ 2 fathoms Starboard Side Small ¼ 2 fathoms Larboard Side ¼ 3 fathoms Employed the People Starting the Water Striking T. Gt. Masts & Yards & Getting out the Boats at 3 the Ship being over down to have her two Forts Nearly in the Water Lighter out all the Boats & dropped them in the Water Quarter 3 Sounded again & found only 3 feet Water on the Starboard Side and 3 fathoms on the Larboard Ship Making no Water Consulted the Pilot Mr. I should leave the Ship or not he informed me it would be needless as the Ship could not be saved & in his Opinion totally Lost PM at ½ past the Waste Anchor and a Stern Bower Cable in the Long Boat ½ past. on the Tide rising Carried them out & dropped the Anchor to the West ward in 1¼ 5 fathoms, had 3 additional Low Boats from Fultah at 8 began to heave & the Ship Began to Move Round with the Tide at 8. 40 she came Round being afloat and rode Head in 9 fathoms Water on Examining the Ship found the Filler Broke in the Gunroom at 9 the Ship dragging the Waste Anchor let go the Best Bower in 9¼ fathoms & Moor'd Sounded the Pump every ½ of an hour & found the Ship Makes no Water People employed getting another Filler ready Otherwise as useful clearing the Decks at Midnight Light Variable Weather —

Thursday 15th
Variable from N.W. to S.W.

AM. light Airs Inclinable to Calms at day light hove up the Best Bower & stood it at ½ past up the Stream Anchor & let go the Small Bower a breast of Muckerpetty Point in ¼ less 10 fathoms People employed filling Water, Carpenter fitting the Filler hoisted in the Long Boat & Lighter got the T. Gt. Riggs up & Sway'd up T. Gt. Masts & Yards, PM. at 1 weighed & made Sail ½ past let go the Anchor having no Wind & Kedged over to the West shore took in the Sails and dropped down ½ past 6 Anch'd with the Best Bower in 6¼ fathoms a breast of Diamond Creek found Riding here 3 Sail of the Ships People employed filling Water getting the Royal Rigging up & pointing the Masts at Midnight more Breezes & fine Weather Wind Westerly — found the Ship Makes no Water —

Friday 16th
from S.W. to W.N.W.

AM. light Airs Inclinable to Calms at 3 loosed the Fok Sails and hove short at 4 the Wind dying away Lowered the Fok Sails & held fast ½ past six weighed and Kedged down with with the Ebb & Moor'd in ¼ less 10 fathoms between Diamond Harbour & Fulpee to stop Tide Lascars Employed getting up the Main Rigg. Main Fore & Mizn. T. Gt. Do ½ past Noon weighed and dropped down with the Ebb light Airs Inclinable to Calms ½ past 4 Anch'd again with the Best Bower in 6¼ fathoms a breast of Fulpee Pagoda not being able to Grow the Rungafulla Shoal People employed getting up the T. Gt & Royal Rigging & Making Nettings Crossed the Royal Yards find the Ship Makes no Water —

Saturday 17th
S. E.

AM. light Airs Inclinable to Calms ½ past 4 weighed but the Tide being done obliged us to Anchor again People employed Washing and Cleaning the Ship otherwise as useful about the Rigging PM. at ½ past 1 weighed with a light Breeze and Dropped Down at 3.20 let go the Best Bower in 3¼ fathoms & Kedged over the Rungfulla Shoal ½ past 6 Anch'd in 5 fms a breast of Chandney Creek for the night light Winds & Variable find the Ship Makes no Water

W.N.W
Sunday 18th
North'ly.

AM. at ½ past 1 weighed & dropped down with the Ebb light Airs & Cloudy Weather at 3 Anch'd as before with the Best Bower in 5 fathoms Mud point buoy bearing W.N.W ½ Mile Lascars employed getting a new pair of Main Shrouds in place of the old ones Stranded and Rotten Bent another Fore Topsail & Sett up the Fore Stay PM. at ½ past 1 weighed and Made all sail with a fresh Breeze from the Northward found the Rudder Head very Much from Side to Side not being able to find out the Cause but suppose it to be some of the Braces Broke this has been in Consequence of the Ship being on shore coming down the River at 3 passed the Ships in Kedgree Roads ½ past 4 passed thro Sangar Roads took in the Steering Sails Tacked a Back with the Wind from the S.E at 8 Anch'd with the Best Bower in 6½ fathoms a breast of Sangar Point light Winds with a Swell from the Southward find the Ship Makes no Water Broached a Butt of Water for the Ships Company —

I. E
Variable

Monday 19th
Lat. Obs. 21. 52 N
E.N.E
E.S.E.

AM. Moderate Breezes & Cloudy Weather at 5 weighed & dropped down but the Tide being done Anch'd again in 7 fathoms People Employed Setting up the Fore Mast & T. Gt. Rigging found the Main Sail lifted on the Starboard Side People & Carpenter Employed Larking & Securing it at Noon fresh Breezes & Cloudy ½ past 12 gave the Ship 4/5 of the Gale in a Squall from the E.N.E sent down the Royal Yards & Masts People employed Setting up the Main Stays & Securing the Main Top at 2 hove to the ½ Gale Service at 7 gave the Ship the Long Service when the Flood Carpenter employed Below Securing the Filler at Midnight Fresh Breezes & Cloudy with Rain and a Swell from the E.S.E. Pumped the Ship out to 5 Inches —

Sept. 1803

P.M. 6

Tuesday 20th

2 P.M. Shoe Buoy N.N.W. 4 or 5 Miles — 4 Inches

at 1 — 14
2 — 15
3 — 15½
4 — 19

Ship makes Water as follows In 10 — 15 — 9
11 — 26 = 10½
11 — 55 = 12
12 — 26 = 12½
" — 55 = 9
1 — 26 = 13½
2 — 20
3 — 20
4 — 20
5 — 20

Wednesday 21st

Winds from S.S.E. to S.E.B.E.

Thursday 22d.

Am Strong breezes & Cloudy People employed rousing up the Cable & washing them PM. at 1 hove up and Came to sail in Company with the Guide Pilot Schooner & 2 Ships Sacks occasionally working down under the Courses P. Sts'l & P. Top Sails ½ past 6 Anchd with the Best Br. in 6¼ fathoms at Low water in Comp.y with the above Schooner & Ships at 8 Strong Breezes & squally with rain at Midnight Sounded the Pump & found 14 Inches water in her. since 6 PM. the above leak appears to be in her after parts having been strained when lain on shore Brought Bilt of water for the Ships Company Dofs——

Am Strong breezes & Dark Cloudy Wr. with heavy squalls of Wind Rain at Intervals Sounded the Pumps as P. Margin at day light Dfr. at 1 Pumped the Ship out at 6 Inches at 10 Sounded & found 18½ Inches in her at 10. 2 Pumped the Ship out to 6½ Inches at 12 & Strong breezes with a heavy swell from the S.E. this Pitching very much & making water as P. Margin at Noon Moderate and the swell very much abated ½ past Noon weighed & Made Sail in Company with the Ships & Schooner Sacking occasionally working round the Sea Ruf Buoy ½ past 6 PM. Anchd with the Best Bower in 7 ¼ fathoms water and veered to the Long Service in the Eastern Channel Ruf Buoy about W.N.W. 8 or 9 Miles at 8 Pumped the Ship dry to 9 Inches at 10 Sounded & had 10 Inches Strong Breezes with a swell from the S.E. at 11 Sounded & had 11½ Inches at Midnight 14 Inches D.o at 1 hove up & Came to Sail Schooner & Ships in Comp.y Sacks occas.y working down Channel at day light had 14 Inches as last night Pumped the Ship out to 6 Inches ½ past 7 Anchd to Half tide in 7 fathoms water near the Edge of the Eastern Sea Ruf & gave the Ships the long Service Sent up the Royal Rigging. Fitted the Masts & crossed the Royal Yards & Got the Larboard Anchor upon the Gunnells at Noon Moderate Breezes & fine weather Set the Fore Sail & Fore Gallt Sails & hove Short—

N.B. This day log Contains 12 Hours to bring Sea Remarks

M.	K.	F.	Courses	Winds	Leeway	Friday 23d. Sept.r 1803
1	1		Sacks to the Eastward—			At Noon weighed & made Sail with a light breeze & variable Winds and Hove to the Southward ½ past
2			Do to the Southward—			3 hove too at ¼ the Pilot left us in 7 fms water Sacks bore to the Westward of the Eastern Ruf made all Sail
3						and Hove to the Southward Sounded occasionally as P. Margin at sunset set the Ship to windward & Lay to
4	1	2	S.S.W.	S.E.		Comp.y Miles Ship Schooner & Sloop N.E. at 8 light breezes with a swell from the South.d and Ship inclinable to Leak
5	2	6	— —			at 2 as breeze from the S.S.E. at 4 fresh breezes with a long uneasy swell from the S.E. Find the Rudder was very
6	3					much and Sent a Man over the Side to see if the Rudder Braces were broke
7	2	4	6 Fathoms Water			Gun Room in securing the Rudder head as much as possible from the Rudder never having worked in this manner
8	2	4	3 Middleton Chief Officer			before & from very present appearance there are some of the Lower Pintles broke by having Leaves there as
9	2	4	John Johnson 2.d			Stated in the Log of the 11th 14th and 18th Instant—
10	2	4				
11	2	2				
12	2	2	E.S.E.	Variable		At Noon a Pleasant breeze & Moderate from the Southward since having left Sunday the Ship Sack
1	1	6	S.W. to S.W.			is Considerably decreased so as only to require Pumping every 12 & 18 hours at 14 to 15 Inches on
2	1	1	— —			Re-arching forward on the Orlop Deck find the water to have Come in in Considerable quantities
3	3	—	— —			from the Cattern being worked out in the water Streaks seen on both Sides also on the Larboard
4	3	—	— —			Side a breast of the Fore Hatchway when the Ship Lasing on Shore as the remainder of the Deck
5	2	4	E.N.E.			is full of Cargo we Cannot ascertain the State of it but are still of the same opinion
6	2	"	S.W. by S.			that the Ship has received much Injury in the after parts as Stated in the
7	2	6	S.W.			Log of the 18 Instant—
8	2	—	— —			
9	2	—	— —	S.E.	12½	
10	2	6	— —			
11	3					
12	3	4	Sat Obs.d 28.15 N			
	3	4	— —			

EI	K.	F.	Courses	Winds	Leeway	Saturday 24th Sept.r 1803
1	2	4	S.W.	S.E.		Light breezes from the S.E. saw a Stranger Sail Hands to the N.N.E. Rous'd the
2	2	—	— —	—		Swabs Brooms & Shave Down upon decks and Scrubbed and washed them at 5 down
3	2	2	— —	—		2 Ships Standing to the North.d and one at Anchor in Leeward Bay at 6 light
4	2	—	— —	Variable	22	winds & Cloudy In Royal Stay Sails and Hay Sails and hauled to the —
5	2	—	— —	—	—	wind at D.o —
6	1	6	— —	—	23	
7	1	4	S.S.W. to	—		Am light Breezes and hazy from the North.d Set the main Royal &
8	1	1	— —	—	24	F.t. Fore T.G. Sails —
9	—	6	up S.S.E.			
10	—	4	off S.S.W.	—	24	at 4 Squally with rain made & Shorten'd Sail Occas.y in Squalls
11	—	6	— —	—	25	
12	2	2	S.S.W.	North.d	26½	
1	—	—	— —	—	—	
2	—	—	— —	—	—	
3	4	—	South	Variable	—	flying Squalls and Cloudy abroad with rain Made and Shorten'd
4	4	—	— —	—	—	Sail occas.y in Squalls —
5	3	2	— —	—	—	
6	3	2	— —	—	—	
7	3	2	— —	—	—	
8	3	2	— —	—	—	
9	5	—	S.S.W.	North.d	—	At Noon Strong breezes & Squally with flying Showers of rain made
10	5	2	— —	—	—	Made & Shorten'd Sail Occasionally —
11	5	6	— —	—	—	
12	4	6	— —	—	—	
1	4	6	— —	—	—	
			Broached to a Bilt of water			

EI	K.	F.	Courses	Winds	Leeway	Sunday 25th Sept.r 1803
1	4	4	S.W.	W.N.W		Fresh Gales & Violent Gusts of wind at Intervals with Dark Cloudy Wr. all round
2	3	—	South	W.S.W		& a threatning appearance at 2 down Royal yards & masts & Rec.d 2 reefs Topsails at
3	2	—	S.S.E.			3 Blowing a hard Gale handed the Mainsail & Close main & mizen Top Sails and brought
4	Head	up	South			the Ship too under the Foresail the Ship makes water so as to require one Pump
5			S.S.E.			almost constantly going —
6						
7						
8	Do	Do	—	W.S.W.		At Midnight Squalls and hard Rain & Blowing a Gale of wind and the Ship labouring
9						much found one Pump not sufficient to keep her free but the Ship Crew
10						into Shifts for both Pumps at 1 o'Clock Am had 4 Feet water in the Hold and
11						finding the Leak gain on us with both Pumps going & at the same time Pump
12						ing up a quantity of Rice which frequently Choaked the Pumps and at
1						the same time desirous of getting her safe Shore called a Consultation
2	Do	Do	—	—		of the Officers on board for the good & safety of the Ship and Cargo and also for
3						the preservation of the lives of those on board and we are unanimously of
4						opinion as the only means to Keep the Ship from foundering is to throw
5						Cargo over board to ease her accordingly have overboard Six hundred
6						and Sixty Bags of Rice belong.d to Thos. Chinery Mr. Dowall & M.r
7						
8	found the Cattern had worked					being the only means to preserve the Ship & remainder of the Cargo and lives as before and
9	out & the water Coming in on the					here set forth. Now to all and the aforesaid Facts I do in Solemnly Protest against each and
10	Starboard Gun Slides					all of the Underwriters of the said Ship and Cargo for all Loss Costs Charges damages and
11						Expences holding each and all of them as Severally Accountable for the same
12						Given under our hands on board the Ship this Laurence Parsons at Sea this
						25th day of Sept.r 1803—

C. James, Commander
Jos. Middleton 1st Officer
John Johnson 2d

Sat.d Obs.d 17-41 N.

N.B. One Pump Constantly going at Noon had 2 Feet 4 Water in her

By this Public Instrumint of Declaration and Protest Be it Known to all Persons that on this 17th day of Octr. in the year of Our Lord 1803 Before me Daniel Neale Notary Public by lawful Authority duly Admitted and Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies Personally appeared Archibald Robertson Commander of the Ship Henry Addington now Lay in the Roads of Madras where she Arrived on the day of Octr. Instant from the Port of Calcutta And the said Appearer at the aforesaid time and place Did declare for truth to me Notary as follows that is to say that on Tuesday the Thirteenth day of Septr. last the said Ship Henry Addington was at Anchor in Calcutta River and about to Sail for the Port of Madras with a Cargo of 3.300 Bags of Rice 100 Bags of Ginger and 30 Bags of Cummin Seeds That the said Ship Henry Addington was then Compleatly repair Good Order and Condition and in every respect fit for Sea And that on that day a Pilot Came on board and took Charge of the Ship And the Appearer further declared to me Notary that on the following day Viz. the 14th day of the said Month of September at 10 o'Clock A. M. the said Ship Henry Addington dropped down the River with the Ebb tide And that on the 19th day of Septr. following the said Ship came to below Kedgeree in 5 fathoms That on the following day the said Ship proceeded on her Voyage to Madras And that at 7 o'clock P. M. on that day a Sea Broke in the Cabbin Windows and wetted Several Bags and other Articles and a large Quantity of water having got between Decks the Appearer his Officers & Crew had reason to apprehend that some other parts of the Cargo had also sustained damage And the Appear further declared to me Notary that the said Ship Henry Addington proceeded on her Voyage without any particular occurrence until Sunday the 25th Day of the said Month of Septr. when the said Ship encountered a very heavy Sea with hard Squalls the Ship pitching Ablloom & Forecastle under Water and the Sea Making a fair Breach over the Ship that after the said Ship had Rode a considerable time in that State and the Appearer finding the Wind & Sea increasing the Appearer thought it advisable to throw over board and did accordingly throw over board 30 Bags of Cummin Seeds and One hundred Bags of Ginger (which were Stowed before the fore Hatchaway) to ease the Ship And the Appear further declared to me Notary that at Noon on the same 25th day of Septr. the Wind and Sea increasing and the Ship Rolling and Labouring very much and Making Water the Appearer deemed it proper to consult with his officers and the Pilot on the State of the Ship and that the results of that Consultation was and they were unanimously of opinion that it would be most expedient for the Safety of the said Ship Henry Addington and all Parties Interested or Concerned in her to Cut and Run in again as the said Ship had only one Bower Anchor and Cable remaining And the Wind Blowing so Strong from the Southward that the Ship could not have Procured And the Appearer further declared to me Notary that he the Appearer his officers and the Pilot were also of Opinion and had reason to Apprehend from the great Quantity of Water which got in from the Main Hatchway owing to the Cables being Cut that a quantity of the Cargo in the Hold and between Decks must have Sustained Damage the Water from the Pumps having every Appearance thereof And the Appearer further declared to me Notary that at 1 o'Clock P. M. on the same 25th day of Septr. he the Appearer gave directions to Cut the Ships Cable which was Accordingly Done And that the said Ship then made Sail and Proceeded up Channel And at 7 o'Clock P. M. the said Ship came to in 4 fathoms at the Brokers

Ground

& the Appearer finding it Necessary to Keep one Pump Constantly going And the Appearer declare to me Notary that at Noon on the following day Viz. Monday the 26th day of the Month of Septr. the said Ship got under Weigh and made Sail up Channel that the said & under Weigh and Made Sail up Channel that the said Ship had Soundings from 3 to 3½ & 4 fathoms & 5 fathoms and again 4 fathoms 3½ 3¼ less 3 fathoms That the said Ship then hauled up East Ward And Shoaled to 2½ fathoms That she then Hove away to the Westward And at 3 P. M. on same day Struck on the Fishermans Flatt That the Appearer saw no Buoy and was ignorant of the Ships Situation until she got a ground And the Appearer did further declare to me Notary & the said Ship Continued to Head about for the Space of half an hour after she so got a ground finding she was approaching some Breakers Forward it was deemed advisable to let go the small Bower Anchor in 2½ fathoms which was accordingly done And the Appearer did further declare to me Notary that the said Ship having shortly afterwards got over the Sand into 3 fathoms Water a Signal of Distress was hoisted and the Ship fired a Gun that the Jolly Boat was hoisted out for the purpose of Sounding that Boat having found more than 2½ fathoms Water in the Channel it was deemed Necessary to heave over board some of the Cargo to lighten her in order to get over into the Channel as also to get at the Anchor That at 4 P. M. having found 5 fathoms to the Westward the Anchor was weighed And the Ship Moved into it That at 6 P. M. the Jolly Boat was sent to Kedgeree for Assistance it being found Necessary to Keep one Pump Constantly going That on the following day the Jolly Boat returned with a Pilot Schooner And at Noon on that day the Schooner came to an Anchor near the said Ship Henry Addington with a New Coir Cable of 12½ Inches and an Anchor of 12 Hundred Weight By reason of which said Several Occurrences the said Appearer and his officers have reason to apprehend that the remaining part of the Cargo on board the said Ship must have Sustained Damage from the Seas And the Appearer did at the time and place first herein before Mentioned Produce to me Notary the Log Book of the said Ship Henry Addington Containing the detail of the particular Accidents before Mentd. attending the said Ship on her said Passage from Calcutta to Madras And did before me Notary Testify Declare that the Several Circumstances and Transactions therein Recorded were faithfully & truly related and Set forth According to their Actual Occurrences From which Log Book I have at the desire of the Appearer Extracted such particular facts as Materially Relate to the Circumstances herein before Set forth as declared by the said Appearer to me Notary to be true as aforesaid And I Notary have also at his desire Subjoined to this my Public Act true Copies of such which I do hereby Certify & Attest to be faithfully and Correctly Extracted from the said Original Log Book And the Appearer did declare and Solemnly Aver before me Notary that all such Damages and Loss as the said Ship Henry Addington or her said Cargo may have Suffered or Sustained were wholly by Means of the said Ship so getting a ground as aforesaid and by Means of the Winds & Weather aforesaid And not by or thro the Act Default or Neglect of him the Appearer or his officers or Crew And the said Appearer did on behalf of himself & his Owners desire to Protest for and against all

and every the Matters aforesaid as declared and Confirmed for truth to me Notary And he doth Accordingly these Presents Solemnly protest as well against the Accident hereinbefore Mentd as against the Winds and Seas aforesaid and all losses and Damages that have by reason thereof been Sustained by the said Ship Henry Addington her Tackle Apparel or furniture on the Goods of her loading And likewise against all other Damages losses Charges and Expences whatsoever And for all and every other Cause Matter & thing whatsoever which he the Appearer on behalf of himself and his Owners Can may or ought to Protest for or against in or about the Premises for the Intent and in Order that all the same losses Damages and Charges may be sustained by and recovered from such Person or Persons whom it May behove to bear pay and defray the same And the Appearer ded desire of me Notary this my Public Act as Evidence in the Premises And to the end and intent that such Act may be availing in the Manifestation and Recovery of such losses Damages & Charges from all Persons whom it may Concern when the same shall or may be thereunto or for that purpose required Wherefore I Notary have Granted these Presents under my hand and Seal of Office at Fort St. George Madras aforesaid this 19th day of Octr. In the year of our Lord 1803 —

Archard Robertson Commander of the Ship Henry Addington and Archibald Crawford Chief Officer of the said Ship Severally Make Oath and say that the Contents of the Public Notarial Act hereunto Annexed and the Matters of fact detailed in the Extracts from the Log Book of the said Ship Henry Addington thereunto Subjoined are respectively true —

Fort St. George the
day of Octr 1803
Sworn by both Deponents
Before me

Extracts from the Log Book of the Ship Henry Addington from Calcutta towards Madras by the foregoing Public Notarial act referred to —

Tuesday 20th September 1803

Mod. breezes with squalls and frequent showers of Rain at 2 AM have up the small Bower Anchor at 1 PM got under weigh and worked down with a Moderate breeze from the S Et. wd. ½ pt. 6 came too with the Best Bower in 7 fms below Sauger roads people employed as necessary — a heavy Swell from the Southward at 7 a Sea broke in the Cabbin Windows and Wetted several Bags Trunks and a great quantity of Water having got in the Twixt Decks are apprehensive that some more of the Cargo may have also sustained damage — got down Top Gallant yards and lashed in the Dead lights —

Wednesday 21st

Mod. breezes from the So. wd & Et. wd with squalls at 10 AM parted the Best Bower Cable and Anchor in a squall by the Bitts, hoisted the Fore stay sail and set the Fore sail & Run up to Saugar Roads have the remainder of the Junk of the Bt. Bower Cable over Board being unfit for further use ½ pt. 10 came too a Sauger Roads with the small Bower Cable in 7 fms Water Middle and latter parts Moderate breezes with frequent slight squalls and showers of Rain — people variously employed shifting the Cargo in the Great Cabbin, and shifting the small Bower Cable from the Larboard to the Starboard Bow unbent the Europe Cable from the sheet Anchor and bent it to the small bower Anchor and bent the sheet Cable to the sheet Anchor

Thursday 22d

Mod. breezes and Clear Wr. at 2 PM weighed and made sail with the wind from So. wd & Et. wd at ¾ pt. 4 Came too with the small Bower anchor in 5 fms Water below Saugar Roads Extremes of the land from N B W to E ¼ N the upper Buoy of the Gausper bearing S B E people employed as Necessary —

Friday 23d

Mod. breezes and Clear Wr. at 4 PM got under weigh and worked Down Channel at 7 passed the Earl Howe Indn. ½ pt. 7 Came too in 5 fms a breast the lower Buoy of the Gausper got up T. G. Yards ½ Pt. 1 PM weighed and made sail and worked Down Channel ½ pt. 7 Came too in 5 fms —

Saturday 24th

Fresh breezes and clear Wr. at 2 PM got under weigh and worked down Channel at day light saw the Kirling Schooner at the red Buoy made the signal to take the Pilot out which was answered laying at do one Indiamen & the change Schooner wind being so much to Et. wd and the tide setting a cross the Channel and found all our endeavours in vain to get to the Schooners and being on the Edge of the reef and driving into little water was obliged to bear away for the south Channel at 1 PM Came too in the South Channel in 4 fms got down top Gallant yards and masts at 4 the wind and sea increasing and the Ship pitching very heavy and shipping a Great deal of Water battened down the Fore Hatch and fore Scuttles through the Night blowing hard frequent heavy squalls and showers of Rain Prompt Ship every two hours —

Sunday 25th. September 1803

Strong Gales from the Southward with a very heavy Sea hard squalls and heavy rain the ship pitching Jibboom and Forecastle under water and the sea making a fair breach over the ship after having rode a considerable time in this state and finding the wind and sea increasing thrown over board 30 Bags of Cummin Seeds and 100 Bags of Ginger to ease her being stowed before the Fore Hatch way at Noon the wind and sea still increasing and the ship rolling and labouring very much and making water - having consulted the officers and Pilot of the state of the ship we were unanimously of opinion that it would be most expedient for the safety of the ship and good of all parties concerned to cut and run in again as we had only one Bower Anchor and Cable remaining and the wind so much from the Southward we could not have laid out and had we parted - in the Night the ship and Crew must have been invalibly lost we are also of opinion from the quantity of water got in from the Main Hatchway owing to the Cables been bent that a quantity of the Cargo in the hold and twixt Decks may have sustained Damage as the water from the Pumps has every appearance of it at 1 PM cut, made sail and run up Channel keeping a good look out for the Buoy and saw none during the time running up the weather being so thick and heavy sea; at 6 saw the land to the westward at 7 came too in 4 fms at the Broken Ground when the ship brought up it was only in 3½ - during the Night blowing fresh heavy squalls and rain with thunder and lightning people employed as Necessary required one Pump almost constantly going. -

Monday the 26th Sept. 1803 -

First part severe squalls from the Southward and Eastward with thunder lightning and rain Middle and latter part more Moderate with fair weather at Ebb tide being spent got under weigh and made sail up Channel had soundings from 3 to 3½, 4 & 5 fms shoaled again to 4, 3½, 3 & ¼ - less 3 hauld up to the Eastward and at 2 PM struck on the fishermens flatt saw no Buoy and did not know the ships situation not till she got Ground - after beating about half an hour on it finding the ship forging on to leward towards some breakers, let go the small bower Anchor - in 2½ fms when we had wore away about 20 or 30 fms found the ship had forged over the sand in 3 fms water hoisted a signal of Distress and fired a Gun, the ships in Saugar bearing South East Do at Kedgeree NE¼ N Ingelle Buoy bearing south another at SEBE hoisted the Jolly Boat out and sent her to sound not having found more than 2½ fms water into the Channel considered it necessary to heave over Board some of the Cargo to lighten her to get over into the Channel as well as to get at our Anchor which was laying in 2½ fms at 4 having found 5 fms to the westward weighed Anchor and moved the ship in it - Mod and fair - at 6 sent the Jolly Boat up to Kedgeree for assistance One Pump Constantly going -

Tuesday the 27th Sept. 1803

Mod. breezes from the Southward and Eastward with fair wind in the first and latter parts - Middle part squalls with showers of rain at times - ~~at noon the Schooner came too~~

at 10 Am the Jolly Boat returned with a Pilot schooner - at Noon the Schooner came to an Anchor near us with a New Coir Cable of 12½ inch and an Anchor of 12 Cwt at 2 PM sent a Hauser on Board the udny Schooner having made the end fast to the Cable brought the other end on board and got in the end of the Cable hove up the Anchor fatted and fished it at 9 being Ebb tide hove in the slack of the small Bower Cable The Pilot and Leadsman went in the Jolly Boat to sound the ship making a little or no water -

Wendesday 28th.

Mod. breezes with fair Wr. at 9 Am weighed and worked down Channel, the Schooner udney in Co. ½ pt 10 crossed over the Flatt in 4 fms and came into the proper Channel in safety made all sail up Channel at 11 hove to and sent a boat on board the udny schooner with a receipt for the new Coir Cable and a Anchor at ½ pt 11 she returned made sail at ½ pt 5 PM came too in 5¼ fms with the Best Bower Anchor found riding here. H M. ship Carroline & several Indiamen people employed as Necessary required -

(Signed)

Archd. Robertson	Commander
John Nash	Pilot
Archd. Crawford	1st Officer
John Hare	2d Officer
Castle Hard	3d Officer

Rs. 30,000 Vellore Oct. 13 1803

Gentlemen

Twenty one days after Sight of this my first bill of Exchange (second & third same tenor and date not being paid) please pay to Messrs. Perry and Lane or order Arcot Rupees Thirty Thousand and place the same to the account of William Fairlie Esq. as per his Letter of advice to me transmitted to Messrs. Perry Lane this day

Bridget Lawson

To Messrs. Sudlow Brooke & Calleyharton Madras

N.B. Indorsed & advice rec. W. Fairlie 26 Oct. 1803 — D.t. Not. Pro.

Sworn the 26. day of October in the Year of our Lord 1803 before me Daniel Hale Notary Public duly admitted and Sworn and dwelling and Practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies —

Be it Remembered that on this present day the Subscriber hereto (who by the Annexed Instrument is authorized) went unto and before and unto Anna Arathoon (the Wife of the said Noble and the persons who have subsequently to the Making hereof undertaken for the payment of the Contents of the said Note at a certain Period by the said Note limited) and

and accepted) demanded — and the said Notary there required him the said Shakers payment of the Contents of the said Note according to the tenor and effect thereof Whereupon the said Shakers wholly refused & neglected to pay the same contents wherefore the said Notary at the request of the Holder of the said Note) Have protested and do hereby protest against the Makers the Endorsers and all others whom it may concern for the Exchange Re-exchange Costs and Losts Interest & Damages hereby already sustained & hereafter to be sustained by reason of the non payment of the said Note Rendered & Protested at Fort St. George aforesaid this 27th day of Oct in the Year of our Lord 1803

Madras 23d June 1803

Four Months after date I promise to pay Messrs Chase Chinnery & McDonald Rupees Five Hundred and Sixty Six Star Pagodas Twenty eight Fanams for Value received with interest at the rate of twelve per Cent. per Annum for the two last Months —

S. Pags. 566_28_. James Frazer

Be it Remembered that on this 27th day of Oct. in the Year of our Lord 1803 At the instance of Messrs Chase Chinnery & McDonald the Holders of the Promissory Note (whereof a true Copy is above written) I D.l St. Not. Pub.d Did present the said Note to James Frazer the Shaker (in the said Note) for Payment of the Contents of the said Note which he refused & Wherefore I the said Not. Pub.d did demand payment of the same Contents — Wherefore I the said Not. Pub.d have hereby protested the said Note

And do protest

And do protest this 27th day of Oct. 1803 —

Exchange for 5000 Star Pagodas

Pincomalie 12th September 1803.

Thirty days after sight of this my first of Exchange my second and third of the same tenor & date not being paid please to pay to Mr. Joseph Folearsbie or his order the sum of Five thousand Star Pagodas for value received and place the same as per advice to the account of

Gentlemen

Your Obed.t Servant
C. Neill

Accept 24th Sept 1803
H. B. C.

To Messrs
Harrington Burnaby & Hackburn
Fort St. George

Oct. 14-1803 pay the within to Mr. Vellapah Dubash

Jos. Folliersbe

In this 21st day of Sept.r in the year of our Lord 1803 At the request of Vellapha Chooddin Nainy Dabash / the Holder of the Bill of Exchange whereof a true Copy is above written / I Dan.l Neale Notary Pub.c

Did present the said Bill of Exchange to Messrs Harrington Burnaby & Cockburn of Madras Merchants / the acceptors of the said Bill / for payment of the Contents thereof Upon which presentment the said acceptors refused to pay the Contents of the same Bill Wherefore I the said Notary Have Protested And do hereby Protest the said Bill of Exchange Dated this 21st day of Sept.r 1803 /

Madras September 5th 1803

Two Months after Date please pay unto us or our order the Sum of Four hundred and fifty Star Pagodas being for value received from Sir

Yr. Hble Servt obt.t
Branson Jones & Reddy.

Rup.s 450"0"0

To Sirigenah Chitty
Madras

Accepted Sirigenah.—
(Indorsed) Branson Jones & Reddy

Be it known that on the eighth day of November in the year of our Lord 1803 At the request of the Proprietors of the Madras Bank (the Holders of the Bill of Exchange whereof the above is a true Copy) I Daniel Neale Notary Public by lawful Authority duly admitted Sworn & dwelling practising at Fort St. Geo: Madras on the Coast of Coromandel in the East Indies did present the said Bill of Exchange to Sirigenah Chitty of Madras Merchant (the Acceptor thereof) for Payment of the Contents of the same Bill Upon which Presentment the said Acceptor refused to pay the Contents thereof Wherefore I the said Notary Have Protested And do hereby Protest the said Bill of Exchange & Testimony whereof I Notary have hereunto put my hand & caused my Seal of Office to be affixed this 9th day of Nov.r in the Year of our Lord 1803.—

To Alexander Mackenzie Esq. at St. Thomas's Mount—

Sir Please to pay to Yagapah Chitty or his orders after fifteen days sight, the sum of one hundred /100/ Star Pag.s - and place the same to my account.

Your obed.t Servant
Thos. Palk.

Camp G.d Army
22d July 1803.

To Alexander Mackenzie Esq. St. Thomas's Mount, Madras

Sir Please to pay to Yagapah Chitty Merchant at fifteen days after sight the sum of Fifty four Pagodas, & forty one fanams and place the same to my Account.—

Yours obediently
Thos. Palk.

Camp. 24th July 1803.

Sir

The above are Copies of two Bills put into my hands by Yagapat Chitty to whom they are made payable, with Instructions to apply to you for your Acceptance thereof — I will therefore be obliged to you to write me by Return of Tappal, saying if it is your Intention so to do, otherwise they will be protested for non acceptance.

Alexr. ~~Anderson~~ Mackenzie Esq.
Seringapatam.

I am Sir
Yr. very hble Servt.
D Neale
Not: Pub:
Fort St. Geo: 10th Nov. 1803.

A. Rs. 30,000 —

Wattam Octr. 13 — 1803.

Gentlemen,

Twenty one days after sight of this my first bill of Exchange (second of the same tenor and Date not being paid) Please pay to Messrs. Parry and Lane or Order Arcot Rupees Thirty Thousand and place the same to the Account of William Fairlie Esqr. as per his Letter of Advice to me transmitted to Messrs. Parry & Lane this day. —

Bridget Lawson

To Messrs. Tulloh Brodie & Hallyburton.
Madras. —

On the 24th day of October in the Year of Our Lord 1803 — at the request of Messrs. Parry & Lane of Madras Merchants — the (Payees & Holders of the bill of Exchange whereof a true Copy is above Written) I Daniel Neale Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies — Did present the Original of the bill of Exchange which is above transcribed unto Messrs. Tulloh Brodie & Hallyburton of Madras (the Persons on whom the said bill is drawn) for their acceptance of the said Bill of Exchange — upon which presentment the said Drawees declined to accept the said Bill for want of advice from William Fairlie Esqr. (to whose account the Sum of Money mentioned in the said Bill is thereby directed to be by the Drawees placed.) —

And on the 17th day of the Month of November (on which day the said bill has become due according to its tenor) I the said Notary Did present the Original of the same bill of Exchange (which is above transcribed) unto the said Messrs. Tulloh Brodie & Hallyburton for payment by them of the Contents of the same bill of Exchange — And at the time of the last mentioned presentment — I Notary Did produce to the said Drawees the Original Letter of Advice written by the said William Fairlie and Addressed to the Drawer of the said bill of Exchange which is mentioned in the said Bill of Exchange to have been transmitted by the said Drawer to the Payees and Holders aforesd. And the said Drawees had at that time Sight & full Cognizance of the same Letter of Advice — but the said Drawees wholly refused to pay the Contents of the said bill of Exchange Wherefore I Notary at the request of the Payees & Holders aforesaid Have protested & do hereby protest against the Drawer of the said Bill of Exchange and against the said Willm. Fairlie and all others whom it may Concern for the Non-payment of the Contents of the said Bill of Exchange and for all Interest Costs charges and damages accrued paid or Sustained or to Accrue or be paid or Sustained by reason of the Non-payment of the same Contents — Thus done and protested at Fort Saint George aforesaid the 18. day of Nov. in the Year of Our Lord 1803. —

Be it Known unto all Persons whom this Publick Instrument of Declaration may concern or unto whom the same may Come That on the 24 day of October In the year of our Lord One thousand eight hundred and three before me Daniel Neale Notary Public by lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel personally appeared Kohndunah Chetty of Madras Merchant for and on behalf of Sestaraula Narasiah Chetty whom the said appearer represented to be his father and his principal in and for the Concerns hereinafter specified and to be resident at Pautasaty Cottapatnam and that on the same day also appeared before me Notary Venkhyar Chomastah to the appearer first Mentioned And that on other days and times between the aforesaid day and the date of the date of this my Public Act also appeared before me Notary Ram Reddy of Madras Merchant and Parasooraw=ma Moodelly Conicoply of Anghur Bala Chetty also of Madras Merchant And at the Several times aforesaid of their appearing before me Notary the said Persons did declare forthwith and did require my Cognizance of the Circumstances herein after

detailed / that is to say / the said Kohndunah Chetty did produce to me Notary an Instrument or paper writing in the Gentoo Language (purporting to be a bill of lading bearing the Signature of Pabby Chetty Shashoo and a date answering to the 20th day of March in the year of Christ 1803 (as appears to me Notary by a translation into the English Language of the same paper writing which I have caused to be made by the Sworn Interpreter of the Supreme Court of Judicature at Madras and a true Copy of which translation I have subjoined to this my Public act) And the same appearer did also declare that he was and is sufficiently authorised by his the said Setarauler Narasiah Chetty in the aforesaid Instrument or bill of lading named as well by reason of the possession by him the appearer of the original bill of Lading as by the particular instruction of his aforesaid principal in regard thereto) to receive the Contents of the same Bill of Lading at Madras Saint Thome the port of delivery therein expressed and to discharge therefrom the maker of the same Bill and all others whom it might concern and the same appearer did relate and declare for truth his Gomastah as aforesaid and the appearer Venkyar did confirm and repeat for the like truth before me Notary that on or about the 10th day of June last and when the Vessel of single past in the aforesaid bill of Lading named the Stree Vencatasuaruloo had arrived at Madras they the appears last named did cause bags to be sent off to the said Vessel sufficient for the receiving the quantity of rice which is in and by the aforesaid bill of Lading specified and comprised and that the appearer Venkhyar did (for his Employer the said Khondunah Chetty) receive on the beach at Madras 705 Bags properly secured up as and for 705 Bags of Rice of the discription in the said bill of Lading particularized and as and for such a number of Bags of proper and full Contents and the appearer last named did further declare for truth to me Notary that the same 705 Bags after having been so received on the beach in a tight and secure Condition where forthwith removed into a Godown of and belonging to one Maurey Chetty in Madras which in the name of and for the said Setaraula Narasiah was taken to hire for that purpose at the monthly rent of 2 Pags and 3 Quarters and that the same bags remained in store in the said Godown locked up and in the keeping of the said Khondunah Chetty and the appearer Venkhyah and also the appearers Ran Reddy and Parsooraumа Moodeliar Did furthermore relate and declare for truth to me Notary that the said Anghee Chetty Bala Chetty having entered into a Contract with the said Khondunah Chetty for the Purchase of all such the said Rice as had been imported on the said Vessel of single Mast called Stree Vencatasuaruloo according to the aforesaid bill of Lading

and which was reckoned as comprising the quantity of about 14 or 15 Garce the appearer Khondunah Chetty and the said Purchaser Anghee Chetty Bala Chetty and of the appearers Venkhiah and Parasooraima Moodr on behalf of their respective principals and also the appearer Ran Reddy and one Centay Bramyah and one or more other Person or Persons did on or about the 22d day of July last repair together to the aforesaid Godown of and belonging to the said Maree Chetty wherein the number of 705 bags aforesaid which had been received from the said Vessel of single mast called Stree Vencatasua=ruloo as and for so many bags of Rice of proper Quality was kept in store and that they Persons last named having found all the said several bags properly served and secured and (as the appearer Khondunah Chetty and Venkhyar did declare before me Notary) In the same state and Condition in which they were when received on shore from the aforesaid Vessel they did accordingly proceed to cut open the said several bags towards the duly examining and weighing the Contents thereof respectively and all the appearers did declare for truth to me Notary that upon opening and examining the Contents of each any every one of the said 705 Bags they found and that each one of the appearers saw and satisfied himself of the fact (and that the same was open to the observation of the said Centaty Braminy and of other Persons then and there present / that neither one of the said Bags did contain Rice only (in such sort and condition as bags alledged to have such contents do and ought in ordinary to contain but that such one and every of the said Bags was also in part supplied and that the rice therein was intermixed with common sand the average quantity whereof in each of the said bags was about one seventh part and the appearer furthermore declared for truth to me Notary that the full contents of the same bags respectively not being saleable as or for such a quantity of rice or so many bags ought to have afforded they did in the presence of each other on the said 22d day of July last or on or about that day and on the 2d or 3d following days cause the whole contents of each bag severally and successively to be thrown into a sieve through which the sand might pass whilst the rice remained withheld by the sieve and that by this process after the contents of all the said bags had been in like manner lifted and the rice had thereby become separated from the sand and the sand and the sand had been formed into a heap and had been measured it was ascertained and all the said appearers saw and concurred in their declaration unto me Notary that the sand so lifted out from the said bags of rice was in quantity two Garce or within 10 Marcals more or less than two Garce and that

the

quantity of Rice which the said 105 bags were found to contain did not exceed 13 Garce or some what more or less than 13 Garce in the stead of a Quantity of between 14 and 15 Garce which ought by the said Number of bags and by the Tenor of the aforesaid Bill of Lading / the Transcript of a true translation whereof is hereunto subjoined as aforesaid to have been afforded and to have come to the possession of the said Khondunah Chetty after all deduction for wastages of the Vessel as in the said bills of Lading is mentioned By reason of which premises the said Khondunah Chetty hath lost and been deprived of all such Value price of purchase and profit as would and ought to have accrued unto him if the due Quantity of Rice had according to the purport and true Meaning of the said bills of Lading been delivered unto him and in further Evidence of the Contents the Several bags aforesaid (as found by all the appearers in Manner aforesaid) he appearers Khondunah Chetty and Venkiyah did likewise declare for truth to me Notary that the Identical Sand which was extracted from the Contents of the said Several bags by the Means of Lifting as aforesaid hath been by them preserved in the like Quantity and Sort in which it appeared and in the same Godown of and belonging to the said Mares Chetty wherein it was as aforesaid Separated from the Rice with which it had been intermixed and that the same Now there remains to be produced and found (wherever it shall be Needful in verification of the facts declared by him) for truth to me Notary and the appearers Khondunah Chetty and Venkiyah did moreover declare for truth to me Notary and the appearer Parasooraima Mooddy did Confirm for truth to me Notary that by the deficiency in the Quantity of Rice aforesaid a loss hath been sustained by the appearer Khondunah Chetty or by his Father and principal the said Puttarawla Narasiah of 280 Pagodas or thereabouts being the Value of 2 Garce of Rice at the price which hath been paid or Contracted to be paid by the said Purchaser Anghee Chetty Bala Chetty for the Remaining Quantity that hath been received by him of the aforesaid Rice Imported by the said Vessel the Venkatasawloo and the said Khondunah Chetty and his Comastah aforesaid did further declare that since the Delivery of the Rice so sold and disposed of as the time aforesd the said Khondunah Chetty hath become responsible for the payment of the Monthly rent of 2 Pag.s and 3/4 for the Godown of the said Chetty wherein the said Sand hath been preserved and that the said Monthly rents have to the Continues and for all time hereafter until the due Acknowledgment and Satisfaction by such persons as it may Concern and for such deficiency as aforesaid will remain and be a Charge to be Sustained on the account thereof And the appearer Khondunah Chetty Did for all and every the premises desire to protest before me Notary as he doth thereby Protest against the said Pulley Chetty Shashoo and against all others whom it may Concern by reason of the deficiency and loss aforesaid For the Intents that the said Pulley Chetty Shashoo or such other Person or Persons as it may Concern may and Satisfy the full price and Value of the aforesaid Deficiency of 2 Garce of Rice at the rate aforesaid of 90 Pagodas per Garce and may also Discharge and indemnify the said Khondunah Chetty and the said Suttarawla Narasiah Chetty from all Interest Damages loses Costs Charges and Expences which have accrued or been Sustained paid or Suffered or which may accrue or be paid Sustained or Suffered by reason of the premises Contained in this my Publick act which being Desired by the said Khondunah Chetty I have Granted under my hand and Seal of office aforesaid and Serve as occasion may require, this 2d. Day of December In the year of Christ 1803.

Translation of a Bill of Lading Dated Paulgoona Bahaula Friday Monday or 10th. Pangoony of Paondulay year answering to Anno Domini 30th. March 1803.

The Salutary Port of exportation is Pandarady Cottapatnam and the port of Importation is Madras Sand Shore.

I Pulley Chitty Shashoo do give this Bill of Lading of Freight to Puttarawla Narasiah that is to say

Your Comastahs Jallory Iyavaroppa and Mootamary Pattamma had exported on Board of my Own repaired Vessel of Single Mast Called Shree Vencatasawloo Navigated by Cackaraganta Narraloo 253 Bags of Rice Called Bandy Bayan Measuring 189/4 Bookloo or Candies and 4 1/2 for which the wastage of the Vessel at the Rate of 1/4 Somoo or Maricals 1/4 Candy is Maricals 4 3/4 weighing 519/4 Baty or Pounds and also 452 Bags of Rice Called Moonghy Bayan Measuring

Measuring 31 3/4 Candies and 5/8 for which the wastage of Vessel at the rate of 1/4 Toomee or Maricals
P Candy is 7 5/16 Maricals weighing 929 1/4 Pounds In all Bags (705) Seven hundred and five
for which the wastage of Vessel is 1448 1/2 Pounds Making Bags of Rice at the rate of 164 1/4
P Bag is 8 3/4 Bags and 13 1/2 Pounds deducting which I do hereby engage to weigh the
Cargo with the weight which was Packed up and Sealed by putting 2 1/2 Pounds
weight P Bag with the Cargo and deliver the same - If you would Supply
Bengal Bags we are to import the Cargo by the same bag after having served
them - we are to weigh and deliver the same day such Quantity of Cargo as shall
be Imported that day - You are to bear the Various Charges attending the
importation of the Cargo with respect to the Vessel you are to get us the Clearance
if we should pay the Charges thereof - If the Cargo be over and above we are to
deliver it and receive the Freight for the same or should there be any Deficiency
we are to allow the Price, Freight and Charges of the Port of Exportation
The Mats which were put under the Rice on board of the Vessel is 250 we are
to deliver the Same after having deducted the wastage of the Vessel at the
rate of 10 P Cent - The Bengal Bags which were delivered to us at the
Port of Exportation is (307) three hundred & Seven. As you have paid the Freight
at the port of Exportation we have received - We are to deliver the weight
which was exported on board of the Vessel with Seal Indefault of my
delivering it according to seal we are to deliver the Cargo
weighing by the weight of 164 1/4 One hundred and Sixty Four & a
Quarter Pounds P Bag thus I have Voluntarily Caused this
Bill of Lading to be Drawn by Candory Kistnamah
Chaurealoo -

(Signed) Pabby Chetty Shashoo

A True Translation as near as Can
be from the Gentoo Language

Ranganaudom
Interpreter

Madras August 17th 1803

~~On~~ Four Months from the date hereof
I promise to pay unto Mess Branson Jones & Reddy
or their order the sum of one hundred Star Pagodas
being for value received Thos Hawkes

Pay 100 - 0 - 0

(Indorsed) Branson Jones & Reddy
Davenanacom

On the 20th day of Dec. in the year of our
Lo 1803 ~~at the request~~ of the Proprietors of the
Madras Bank (Holders of the Promissory Note
whereof a true Copy is above written) I Daniel
Neale &c Did Present the said Note
to Thomas Hawkes (the Maker thereof) for payment
upon which Presentm.t the said Maker wholly neglected to pay
~~upon~~ of the contents of the same Note - Wherefore
I have protested and do hereby protest the
said Note - Thus done & protested at Port
George aft.d the 21st day of Dec. in the year of
our Lo 1803 -

Vepery Academy 12th Decr 1803

~~Two Months after date I promise to pay to Iyah~~
~~Lawmy Moodellias on order the Sum of Two hundred~~
~~& Twenty Star Pagodas for value received~~

~~Pp 220 - -~~

~~I Brown~~

~~(Indorsed) C. J. Swamy -~~

On

Madras August 19th 1803.

Four Months from the date hereof we promise to pay unto Mr Charles Bernard or his order the Sum of Six hundred and Seventy three Star Pagodas and Twenty Six Fanams without Interest being for Value received in Europe Goods.—

Branson Jones & Reddy
C. Bernard.—

Pagd 673.. 26..0

On the 22nd day of December in the Year of Our Lord 1803 at the request of Messrs Hunter & Hay (Holders of the Promissory Note whereof a true Copy is above Written) I Daniel Neale Notary Public &ca Did present the said Note to Branson Jones & Reddy (the Makers thereof) for payment — upon which presentment the said Makers wholly neglected to pay the Contents of the Same note — Wherefore I have protested and do hereby protest the said Note — Thus done and protested at Fort Saint George aforesaid the 23rd day of December in the Year of Our Lord 1803.—

Madras 19th August 1803.—

Four Months after date We Promise to pay Mr John Nelson Whyte or Order the Sum of Three hundred and Twenty One Star Pagodas and thirty eight Fanams for value received.—

Sp Pd 321.. 38..—

(Indorsed N. Whyte) Branson Jones & Reddy

On the 22nd day of December in the Year of Our Lord 1803 — at the request of Messrs Hunter and Hay (Holders of the Promissory Note whereof a true Copy is above Written) I Daniel Neale Notary Public &ca — Did present the said Note to Branson Jones & Reddy (the Makers thereof) for payment ~~whereof~~ upon which presentment the said Makers wholly neglected to pay the Contents of the same Note — Wherefore I have protested & do hereby protest the said Note — Thus done and protested at Fort Saint George aforesaid the 23rd day of December in the Year of Our Lord 1803.—

1st Exch a for Star Pagodas 804 — at 7/3d London 20th June 1803.—

At Sixty days sight of this my first Bill of Exchange (second and third of same tenor and date unpaid) pay Richard C Bazett Esqre or Order Star Pagodas Eight hundred and four — And charge the same to account of Doctor John Hay as pr Advice from

A. Spottiswood

Messrs Harrington Burnaby & Cockburn
Madras.

(Indorsed)
Pay the Contents to the order of Johannes Sarkeis Esq
Pay the Contents to the order of Mr Manuk Jacobjohn
R. C. Bazett
J. Sarkeis.—

On the 31st day of December in the year of our Lord 1803 at the request of Mr Manook Jacobjohn (the holder of the Bill of Exchange whereof a true Copy is above written) I Daniel Neale Notary Public by lawful authority duly admitted Sworn Dwelling & practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the sd original Bill of Exchange to Messrs Harington Burnaby & Cockburn of Madras Merchants & Partners (being the ~~same~~ Persons on whom the same is drawn) for their acceptance thereof upon which Presentment the sd Drawees wholly refused to accept the sd Bill ~~for want~~ alledging that as the said Bill appeared to be drawn on account of Dr John Hay they the sd Drawees had written to him on the subject being without money or Instructions (as sufficiently appears to me Notary by a Writing under the hand of the sd Drawees or one of them) Wherefore I the sd Notary at the request as sd Have Protested & by these Presents Do Protest against the Drawer of the sd Bill of Exchange and against the Indorsers thereof respectively and against all other Persons whom it may concern for the ~~D~~ non-acceptance of the sd Bill & for Exchange Re-exchange & all costs charges Damages & Interest suffered & to be suffered by reason of such Nonacceptance Thus

done & Protested at Fort St. George Madras the day & year above written —

Madras October 30th 1803

Two months after date we promise to pay unto Messrs Chase Chinnery McDonall & Co or their order the sum of Two thousand three hundred and twenty eight Star Pagodas being for value received

S Pag 2328. 0. 0

Branson Jones & Reddy

(Indorsed — Chase Chinnery McDonall & Co —

On this 16 day of January in the year of our Lord 1804 (until which day [illegible]) Embarrassment of demand hath been granted to the Proprietors of the Madras Bank the ~~Messrs Chase Chinnery & McDonall & Co the Payees and Holders of the Original Promissory Note~~ by [illegible] Payees & Indorsed [illegible] Chase C. McD. [illegible] whereof a true Copy is above written) I Do N. Did present the Orig. Promissory Note to Messrs Branson Jones & Reddy the Makers thereof for payment of the contents of the same Note upon which Presentment the said Makers wholly neglected to pay the same contents whereof I the said Notary (at the request of the said ~~Payees &~~ Holders) Have protested & Do hereby protest the said note ~~[illegible]~~ Thereon & protested at Fort St. George aforesaid the day & year above written

Madras Sept. 28th 1803

Four months after date please pay to us or our Order, the Sum of One hundred and fifty Star Pagodas being for value received —

from Sir
Yr. very Hble Servt
Branson Jones & Reddy

To Mr. James Brown
Vepery - Madras

accepted
J Brown

(Indorsed) Branson Jones & Reddy
Davenauacom —

On the 22d day of ~~Sept~~ Jany in the year of our Lord 1804 at the request of the Proprietors of the Madras Bank (the Holders of the Bill of Exchange whereof a true Copy is above written) I Do N. Notary Public by lawful Authority duly Admitted and sworn and dwelling & practising at Fort St. George Madras on the Coast of Coromandel in the East Indies

Did present the said ~~[illegible]~~ bill to Mr. James Brown (the Auchter thereof) to pay the contents of the said bill which contents the said Auchter did not pay whereupon I Notary do hereby protest the said bill Thereof & protested at Fort St. George aforesaid the 24th day of Jany in the year of our Lord 1804

Fort St George 5th January 1804 – Fifteen days after date I promise to pay to Verdapah Chitty or Order the sum of two hundred and fifty Star Pagodas with Interest at twelve per Cent per Annum for value received

Telesingam

Str Pags 250 – – –

(Indorsed – 3 [illegible]

On the 23d day of the Present Month of January ~~At the request of the Proprietors of the Madras Bank (the holders of the ~~[illegible]~~ Promissory Note whereof a true Copy is above written)~~ I D. N. Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies –

Did present the said Promissory Note to Telesingam (the maker thereof) for payment upon which presentment the said maker wholly neglected to pay the contents of the same Note wherefore I Notary Do hereby protest the said Note Handsome & protested at Fort St George aforesd the 24th day of Jany 1804

Sps 110 – – –

Vipery 19th November 1803.

Two Months after date please to pay to my Order the Sum of One hundred and Ten Star Pagodas which place to Account of –

Your most Obedt Servt

To Kistnamah Chitty

J Brown

(Indorsed)

J Brown

Vepery Academy 12th Decr 1803

Two Months after Date I promise to pay to Iyah Sawmy Moodelliar or Order the Sum of Two hundred & Twenty Star Pagodas for Value received –

J Brown

Sps 220 – – –

(Indorsed) C. J. Swamy –

On the 15th day of February in the year of our Lord 1804 – at the request of the Proprietors of the Madras Bank (Holders of the Promissory note whereof a true Copy is above Written) I D. N. &ca – Did present the said Note to James Brown (the maker thereof) for payment – upon which presentment the said maker wholly neglected to pay the Contents of the same Note – Wherefore I have protested & do hereby protest the said note – Thus done & protested at Fort St George aforesd the 16th day of February in the year of our Lord 1804. –

(First) Exa. for St. P. 2500-

London 22nd August 1803-

Sixty days after sight of this my first of Exchange (second third & fourth of the same tenor & date unpaid) pay to Messrs Chase Chinnery & McDouall or order the sum of Star Pagodas Two thousand Five hundred value received from Messrs Bruce de Ponthieu & Co. in £ Sterling nine hundred six & 5/- at the Exchange of 7/3 pr. Star Pagoda which place to account with or without further advice-

Joseph Rodgers

To John Tulloh & John McDouall Esqrs
Excors of the late Major James Rodgers decd
Madras-

(Second) Exa. for St. P. 2500-

London 27 August 1803-

Sixty days after sight of this my second of Exchange (first third & fourth of the same tenor & date unpaid) Pay to Messrs Chase Chinnery & McDouall or order the Sum of Star Pagodas Two thousand five hundred - value received from Messrs Bruce de Ponthieu & Co. in £ Sterling nine hundred six & 5/- at the exchange of 7/3 pr. Star Pagoda which place to Account with or without further advice-

Joseph Rodgers

To John Tulloh & John McDouall Esqrs
Excors of the late Major James Rodgers Decd
Madras-

Respecting both the above Bills to Mr. John Tulloh for acceptance the 5th March 1804. when he refused to accept the same. D. Neale. John McDouall Esq. absent in England.-

Be it known to whom it may concern that I Walter Caulfield Lennon Captain Sole Prize Agent for the Troops employed on the Eastern expedition to Amboyna & Banda, have this day transferred Assigned & set over unto Thomas Chase Henry Sewell and Richard Chase all advantages of every description that may arise therefrom belonging to me the said Walter Caulfield Lennon, Agent as aforesaid viz: all my Proportion of Prize Money as Captain serving on the said Expedition as well as all the full and whole Proportion of the Commission due to me as Sole Prize Agent for the Management thereof & every other advantage and benefit whatever, hereby acknowledging to have received from them the said Thomas Chase Henry Sewell & Richard Chase a full & valuable Consideration for the same & Hereby engage to make good to the said Thomas Chase Henry Sewell and Richard Chase any Sum or Sums of Money that may be due or becoming due to the Estate of the late Captain Thomas Meulk should the said Estate of the said Thomas Meulk be jointly entitled to share in the said Commission arising from the Agency aforesaid- In Witness whereof I have hereunto set my hand and Seal in Madras this second day of July in the year of Our Lord One thousand seven hundred and Ninety Eight-

Witness
(Signed) Gilbt Ricketts
" H. Rangiah

(Signed) W. Caulfield Lennon

I Daniel Neale Notary Public by lawful authority duly admited and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies- Do hereby Certify attest and declare that I have carefully Examined and Compared the foregoing Instrument or Paper writing with the Original thereof purporting to be an Assignment from Captain Walter Caulfield Lennon Sole Prize Agent for the Troops Employed on the late Eastern Expedition to Amboyna and Banda unto Thomas Chase Henry Sewell and Richard Chase then of Fort Saint George Madras Merchants and Partners for a valuable Consideration to him paid by them of all his the said Walter Caulfield Lennons proportion of Prize money as Captain serving on the said Expedition as also his Proportion of Commission as Sole Prize Agent for the Management thereof and all other advantages which might accrue to him the said Walter Caulfield Lennon in respect thereof and containing likewise an Engagement or undertaking from the said Walter Caulfield Lennon to the said Thomas Chase Henry Sewell and Richard Chase to make good any Sum or Sums of Money which might be due or become due to the Estate of the late Captain Thomas Meulk in Case the Estate of the said Thomas Meulk should be jointly entitled to share in the said Commission arising from the said Prize Agency And I Notary Do further Certify attest and declare that the foregoing instrument or Paper writing is a true faithful and exact Transcript of the Original Instrument of which it purports to be a Copy- In Testimony whereof I Notary have hereunto set my Hand and caused my Seal of Office to be affixed in Fort Saint George Madras- this Eighth day of March in the year of Our Lord One thousand Eight Hundred and four-

(Signed) Danl. Neale
Not. Pub.-

Copy-A

On the Seventh day of March in the Year of Christ 1804 at the request of Peter Perrin Esquire Chief Secretary to the Honble the United Company of Merchants of England trading to the East Indies Governor and Chief in Council of Fort Saint George and Governor in Council of the Presidency of Fort Saint George and the Territories thereunto belonging I Daniel Neale Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at my Office in Fort St.e George - Iyahnah an Inhabitant of at which time and place the said Appearer did voluntarily declare for truth to me Notary as follows that is to say that about five years ago one Mandalam Vencatachellum Naig an Inhabitant of Pulicat Deceased employed him the appearer to superintend the building of a Sloop or Vessel for him the said Mandalum Vencatachellum Naig at Swamabarum near Ganjam That he the Appearer did accordingly superintend the building of the said Sloop or Vessel & that the same when compleated & launched was called the Stree Vencataswarooloo being of the burthen of 2700 Bags or thereabouts and the said appearer Did further declare to me Notary that the said Sloop or Vessel called Stree Vencataswarooloo was so built at the Expence of 5000 Rupees or thereabouts which Sum was actually paid by the said Mandalum Vencatachellum Naig who thereupon became & Was the owner thereof That the said Mandalum Vencatachellum Naig soon after the Building of the said Sloop or Vessel appointed the appearer Supercargo thereof and that he the Appearer did from that period until the Death of the said Mandalum Vencatachellum Naig which happened (as the Appearer believed) on or about the day of in the year 180 Continue to act as Supercargo of the said Sloop or Vessel he the Appearer at all times and upon all occasions considering the said Mandalum Vencatachellum Naig as the Sole owner thereof and observing his Directions in

Suspended by reason of the non payment of the Sight Bill Thus done & protested at Fort St George the day & year above written

Be it known to all Persons by this Public Notarial Act that on Thursday the 15th day of March in the Year of Christ 1804 - personally appeared before me Daniel Neale Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies at my Office in Fort St.e George - Iyahnah an Inhabitant of at which time and place the said Appearer did voluntarily declare for truth to me Notary as follows that is to say that about five years ago one Mandalam Vencatachellum Naig an Inhabitant of Pulicat Deceased employed him the appearer to superintend the building of a Sloop or Vessel for him the said Mandalum Vencatachellum Naig at Swamabarum near Ganjam That he the Appearer did accordingly superintend the building of the said Sloop or Vessel & that the same when compleated & launched was called the Stree Vencataswarooloo being of the burthen of 2700 Bags or thereabouts and the said appearer Did further declare to me Notary that the said Sloop or Vessel called Stree Vencataswarooloo was so built at the Expence of 5000 Rupees or thereabouts which Sum was actually paid by the said Mandalum Vencatachellum Naig who thereupon became & Was the owner thereof That the said Mandalum Vencatachellum Naig soon after the Building of the said Sloop or Vessel appointed the appearer Supercargo thereof and that he the Appearer did from that period until the Death of the said Mandalum Vencatachellum Naig which happened (as the Appearer believed) on or about the day of in the year 180 Continue to act as Supercargo of the said Sloop or Vessel he the Appearer at all times and upon all occasions considering the said Mandalum Vencatachellum Naig as the Sole owner thereof and observing his Directions in

Did present the Original Bill of Exch. to Narrainia Chowdeliar the Drawee & accepter hereof for payment upon which presentment the said Acceptor wholly ~~refused~~ ~~Acceptance~~ Neglected to pay the Contents of the same Bill Wherefore I the said Notary Have protested and Do hereby protest against the said Acceptor & Drawer as well as all others whom it may concern for the same Bill and all other Exchange Re-exchange & Allowances thereon Damages Charges & Interest due & to become due for Default of the said Bill

Suspended by reason of the non payment of the Sight Bill Thus done & protested at Fort St George the day & year above written

in all things relative to the said Sloop or Vessel and that the said Mandalum Vencatachellum Naig in his life times from time to time remitted large Sums of Money to him the appearer for the necessary Expences thereof and the appearer did further Declare for Truth to me Notary that in the Month of in the Year 180 he the appearer being then at the port of Calcutta in Charge of the said Sloop or Vessel did receive a Letter from Mandalum Ramasawmy Naig the adopted Son of the said Mandalum Vencatachellum Naig acquainting the Appearer with the Death of the said Mandalum Vencatachellum Naig and directing the appearer as will in his the said Mandalum Ramasawmy Naig's own name as in the Name of Mandalum Sauvetrummah the Widow of the deceased Mandalum Vencatachellum Naig to proceed to Madras with the said Sloop or Vessel And that he the Appearer well knowing the said Mandalum Ramasawmy Naig and the said Mandalum Sauvetrummah to be the personal representatives of the said Mandalum Vencatachellum Naig the said Owner of the Sd. Sloop or Vessel did accordingly conform to and obey such their Orders and Directions as the then Owners thereof and brought the said Sloop or Vessel to Madras and the said appearer did at the same time & place further declare to me Notary that he considered himself to be exclusively subject to the Orders and Directions of the said Mandalum Ramasawmy Naig and Mandalum Sauvetrummah in respect to sd. Sloop or Vessel and that he the appearer did accordingly observe such orders and directions in all things until the Sale thereof by the said Mandalum Ramasawmy Naig & Mandalum Sauvetrummah to one Nagapatnam Mootoo Kylaure Pillay on the day of March now last past & in the present year of our Lord One thousand eight hundred & four and that he the appearer well knew that the said Mandalum Ramasawmy Naig & Mandalum Sauvetrummah had in themselves good right full power and authority to

dispose of the said Sloop or Vessel by Sale as aforesaid as the lawful and rightfull owners thereof In Testimony whereof and to the intent that the foregoing Declaration of the said appearer may avail and have effect as and when occasion may require for the better establishing and widencing the title of the said Mandalum Ramasawmy Naig and Mandalum Sauvetrummah to the said Sloop or Vessel the Vencatachellum Swarooloo so Sold by them to the said Nagapatnam Mootoo Kylaure Pillay as before mentioned I Notary have hereunto set my hand and caused my Seal of office to be affixed in Fort St. George this sixteenth day of March in the year of Christ 1804

Madras Jany 18th 1804

Two Months after date we promise to pay unto Mr. John Wright or his order the sum of Seven hundred Star Pagodas being for Value received —

John Branson
James Franck

S. Pag. 700 — 0.0

(Indorsed) J Wright

On the 21st day of March 1804 at the request of the Proprietors of the Madras Bank (the Holders of the Promissory Note whereof a true Copy is above written) I D. N. Notary Public by Lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies

Did present the Note to John Branson & James Franck the Makers thereof for payment upon which presentment the Makers wholly neglected to pay the contents of the said Note wherefore I have protested And do hereby protest the Note thus done and protested at Fort St. George Aud. the 22d day of March 1804

Tranquebar 26th Feby 1804. Exchge for Nr Pagd 80.—

Fifteen days after Sight of this my Sole of Exchange please to pay to Messrs Boalth & Co. or to their order the Sum of Eighty Star Pagds — Value received — which place to account without further advice from Sir

Accepted 3rd March 1804 Chas Gaudoin

Your obdt Servt

Ant Gaudoin

To Mr Charles Gaudoin
Madras — —

On the 24th day of March 1804 at the request of Sawmy Veneaty (the Holder of the Bill of Exchange whereof the above is a true Copy) I Daniel Neale Notary Public by lawful Authority duly admitted & sworn & dwelling & practising at Fort St Geo: Madras on the Coast of Coromandel in the East Indies Did present the sd original Bill of Exchange to Chas Gaudoin the Drawee & Acceptor thereof for Payment upon which Presentment the sd Acceptor did wholly neglect to pay the Contents of the sd Bill Wherefore I the sd Notary have Protested and do hereby Protest as well agt the Acceptor afsd as agt the Drawer of the sd Bill and all others whom it may Concern for the nonpaymt of the same Bill & for all Costs Charges Damages & Interest suffered & to be suffered by reason of the nonpayment ~~of the same~~ thereof ~~Bill~~ Thus done & Protested at Fort St Geo: afsd the day & year above written —

Madras Jany 25th 1804

Two Months from the date hereof ~~we promise~~ please pay ~~to pay~~ or cause to be paid unto us or our order the Sum of Four hundred Star Pagodas being for Value received from Sir

Yr very hble Servts
Branson Jones & Reddy

Pagd 400.0.0

To Verdarajah Moodely
Madras

(Subscribed) M. Verdaranjah
(Indorsed) Branson Jones & Reddy

On the 28th day of March in the year of our Lord 1804 at the request of the Proprietors of the Madras Bank (the Holders of the Bill of Exchange whereof a true Copy is above written) I D. N. Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the sd Bill of Exch: to Mr Verdaranjah Moodely the Drawee & Acceptor of the said bill for payment of the contents whereof upon which presentment the sd Acceptor wholly neglected to pay the same Contents wherefore I Notary have protested & Do hereby protest the sd bill of Exch: Thus done & protested at Fort St George afsd the 29th day of March in the year of our Lord 1804 —

Fort St. George January 27th 1804

Two months after date I promise to pay Benjamin Roebuck Esqr. or order the Sum of Star Pagodas Four thousand with Interest at twelve P Cent Pr. Annum Value received

S Pagt 4000

James Franck

(Indorsed) Benj Roebuck
Jno. Goldie
Binny & Dennison

On the 30. day of March in the Yr. of our Lord 1804 At the ~~request~~ instance of the Proprietors of the Madras Bank (the Holders of the original Promissory Note whereof the above writing is a true Copy) I D N. Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel in the East Indies — Did present the Pd. orig. ~~note~~ Promissory Note to James Franck (the Maker thereof) for payment of the contents therein expressed Upon which presentment the said Maker wholly neglected to pay the ~~same~~ same Contents ~~of the Note~~ Wherefore I Notary Have protested and do hereby protest the Pd. Note Therefore and protested at Fort St. George aprd. the 31st day of March in the year above written —

[illegible]

Presented the above Bill for Acceptance 7th April 1804. Acceptance refused — D.N.

On the 12th day of April in the Year of Christ 1806.
I at the request of Mess.rs Thomas & Henry Hill of Liverpool Merchants Notary Public &c. did present the 2d. orig.l Bill of Exchange hereunto annexed unto Narrain Moodelly — the Drawee — thereof for payment of the same Bill of Exchange whereof the above is a true Copy & Demand thereof and for answer thereto the said Narrain Moodelly — the Drawee — refused to accept the said Bill for want of effects in the hands of the said Drawer — and the said Narrain Moodelly — the Drawee — refused to pay

By this Public Instrument of Declaration and Protest

Be it known to all Persons - that on the 25th Day of April in the Year of our Lord 1804 - before me Daniel Neale Notary Public by Lawful Authority duly admitted & Sworn and dwelling & practising at Fort St. George Madras on the Coast of Coromandel in the East Indies at my Office in Fort St. George Personally appeared Peter Clement Master of the Ship Faithel Carrim of the burthen of 300 Tons or thereabouts now laying in the roads of Madras where She arrived on Sunday the 22nd Day of this present Month of April from the Port of Calcutta And the said Appearer at the aforesaid time & place did declare for truth to me Notary as follows that is to say - That on Sunday the 11th Day of March now last past the said Ship Faithel Carrim under the Command of him the Appearer Sailed from the Port of Calcutta with a Pilot on board bound to Bombay and having on Board a Cargo of 5000 Bags of Rice - and that the Pilot left the said Ship on the same Day - And the said Appearer did declare to me Notary that the said Ship proceeded on her said Voyage without any remarkable occurrence until Thursday the 22nd Day of the said Month of March - and that at 2 Clock A.M. on that Day the said Ship Faithel Carrim - being then in the Latitude of 13° 22' North & Longitude 88° 30' East of London a Ship was discovered in the North North West quarter Standing towards the said Ship Faithel Carrim - That at 1/2 past 8 P.M. on the same Day the said Ship so discovered came up with the said Ship Faithel Carrim & having come along side hailed in English and asked what Ship - That the Appearer answered "an Arab" - That the Appearer was then ordered by some Person on board the Strange Ship to shorten Sail which he did And the Appearer further declared to me Notary that 2 Officers & 25 Men well Armed with Pistols Cutlasses soon after came on board the said Ship Faithel Carrim - That the first thing they did was to send the acting Nacoda belonging to the said Ship Faithel Carrim on board the Strange Ship - That at 6 Clock A.M. they took him (the Appearer) and all his Papers - and sent them on board the Strange Ship & that the said Papers were there Examined - and the Appearer did further declare to me Notary that finding that they could not make Prize of the said Ship Faithel Carrim she having a Passport on board from the Sultan of Muscat - they sent their Boat on Board & began to plunder her - And the Appearer did declare to me Notary - that the said Ship was plundered of the following Articles (to wit) Four bowls of Bengal Canvas, two bowls of Europe Canvas, 2 Dozen Skains of Marline, Four hand lead-lines, two Deep sea lines, six Skains of Log line - six Bags of Cargo Wheat, 1 Dozen of Serving line, of different sorts, one Dolver of Ghee, one Book of Chart - one Ships Log Book, 4 Barrels of Paints of different Colours, 2 Butts of water & about 15 or 16 Bengal Maunds of Firewood - And the said Appearer did declare to me Notary - that at 11 A.M. they suffered the Appearer and the said Ship Faithel Carrim to depart - And the Appearer did further declare that the Strange Vessel which so plundered the said Ship Faithel Carrim proved to be the French Privateer La Fortune Commanded by Captain La Mesne - And the said Appearer did further declare to me Notary that after the said Ship Faithel Carrim was so permitted to depart She did pursue the course of the said Voyage to Bombay without any material occurrence until Wednesday the 11th Day of April now last past at which Day at the hour of 10 A.M. the said Ship Faithel Carrim being then in Latitude 6° 55' North - Longitude 83° 25' East - a Gale of Wind set in from the South East Quarter accompanied with Thunder Lightening & Rain which caused the Appearer to Strike the Top Gallant Yard & Mast & to take in one reef in each Top Sail - The said Ship Faithel Carrim Continuing her Course to the Southward - And the Appearer did further declare to me Notary that on the following Day Thursday the 12th Day of the said Month of April the Gale veered round to the West & West South West - the said Ship Continuing her course to the Southward - and that on the following Day Friday the 13th Day of the same Month of April the said Ship experienced Moderate Gales from the Westward and West South West - and that he the Appearer & his Ship's Crew in Consequence close reefed the Fore & Main Top Sail - that at half an hour past 8 P.M. the Gale increased from West South West with a heavy Sea which caused the Ship to labour very much and to make water - so as to render it necessary to keep the Pumps at work every two hours - That the said Ship was then under a Fore-Sail & Main Sail - and that She Continued her said course to the Southward - And the Appearer did further declare that on the following Saturday the 14th Day of the said Month of April - the Wind & Weather continued as on the preceding Day - but that the said Ship was found to make from 18 to 19 Inches of Water every hour which made it necessary to keep one Pump going constantly - That on the said 14th Day of April the said Ship continued her course to the Southward - under her Foresail & Main-Sail - And the Appearer did further declare - That on the following day Sunday the 15th Day of the said Month of April the Gale continued as on the preceding Day with a heavy Sea & the Pump going constantly - That at one P.M. the Ship tacked & stood to the North West - And the Appearer further declared that on Monday the 16th Day of April the said Month of April the Gale increased with a heavy Sea - which caused the Ship to make from 19 to 20 Inches Water every hour - and rendered it necessary to keep the Pump constantly at Work That the said Ship continued her Course to the Northward - And the Appearer did further declare to me Notary that on the following day Tuesday the 17th Day of the said Month of April at the hour of one A.M. of that Day (the said Ship being then in Latitude 7° 30' North - Longitude 82° 23" East) it was the intention of the Appearer to wear Ship & stand to the Southward but that the Nacoda & Ships Company begged him (the Appearer) to carry the said Ship to Madras saying that they were unable to Pump the Ship any longer

That

That the Appearer then told the said Nacoda & Ships Company that he (the Appearer) would not Consent to do so unless they the said Nacoda & Ships Company would sign a Protest touching the said Winds & Weather which the said Ship had encountered since the said 11th Day of April - which they accordingly did - and which Protest so signed by them the said Nacoda & Ships Company the said Appearer did at the time & place first hereinabove - mentioned produce to me Notary and did at the same time & place before me Notary Testify & declare that the several circumstances & Transactions therein entered & recorded were faithfully & truly related & set forth as the same actually occurred - And I Notary have subjoined to this my Public act and made a part thereof a Copy of such Paper writing or Protest which I do hereby certify & attest to be a faithful & Correct Transcript thereof - and the Appearer did further declare to me Notary that at half an hour past 3 A.M: on the said 15th day of April it began to blow a very hard Gale of Wind from the West South West with a heavy short Cross swell which caused the Ship to labour very much - That the said Ship had then 3 feet water in her Hold with two Pumps going - And that she could not keep her Bow out of the Water - That the Appearer & his Ships Crew were obliged to Clew up the main sail & run before the Wind - And the Appearer did further declare to me Notary that the said Ship Faithel Carrim being in the Opinion of him the Appearer and his Ships Company in the utmost danger of foundering - The Appearer & his said Ships Company were unanimously of Opinion that the only means of saving the Ship & Cargo on board from foundering as also of Preserving the Lives of all Persons on board was to throw over-board such Quantity of Cargo as might be necessary to ease the Ship - That in pursuance of such unanimous Opinion the said Appearer did cause to be thrown over-board 1460 Bags of Rice part of the Cargo then on Board the said Ship and two Guns & their Carriages - That at half an hour past 6 A.M: the Gale Moderated - & that at 8 A.M: the said Ship came in Sight of the Island of Ceylon - the Island bearing South West half South distance of Shore about 10 or 11 Leagues - That on Sunday the 22nd day of April last the said Ship reached & Anchored in Madras roads where she now remains - And the Appearer did declare to me Notary that by reason of the Winds & Weather which the said Ship so encountered from the said 11th day of April until & particularly on the 15th day of the same Month And by reason also of the great Quantity of Water Shipped during that period he the said Appearer & his Officers were & are of Opinion & had still have reason to apprehend that the remaining or some part of the Cargo on board the said Ship must have sustained Damage from the Seas - And that the Cause of the said Ship making so much water must have arisen from the Gale of Wind which the said Ship so met with as hereinbefore particularly mentioned And the Appearer did declare & explain to me Notary that notwithstanding it doth Appear by the Protest or Paper writing so signed by his Officers & Crew a true Copy whereof is to this my Public Act annexed - that the Bags of Rice which it was found necessary to throw over-board during the Gale of Wind before mentioned amounted in number to 1046 - yet that in truth and in fact the real number so thrown over board amounted to 1460 - and that the said number of 1046 Bags was entered in the said Protest or Paper writing thro' inadvertence and by mistake - And the Appearer did at the time & place aforesaid declare and solemnly assert before me Notary that all such Damages & losses as the said Ship may have suffered in her Hull Tackle, Apparel or Furniture or in respect of her Cargo were wholly occasioned by the Winds & Seas in manner before related & not by or thro' the Act default or neglect of him the Appearer his Officers or Crew - And for & on account of all & every the Matters & facts aforesaid as declared & confirmed for truth before Notary the Appearer did on behalf of himself & the Owner of the said Ship Faithel Carrim desire to Protest and accordingly he doth by these Presents solemnly Protest against the Winds & Seas aforesaid & all Losses & Damages which have by reason thereof been sustained by the said Ship Faithel Carrim her Tackle Apparel or Furniture or the Goods of her Loading - and likewise against all other Losses Damages & Charges & Expences whatsoever which the said Ship may have sustained as well by the means last mentioned as by the detention & plundering of & by the French Privateer La Fortune as hereinbefore particularly mentioned - And for all & every Cause, Matter & Thing whatsoever which he the Appearer on behalf of himself & his owner can may or ought to Protest for or against in or about the aforesaid Premises - To the Intent and in Order that all the same Losses Damages & Charges may be sustained by & recovered from such Person or Persons whom it may behove to bear, pay, & defray the same - And the Appearer did further desire of me Notary this my Public Act as Evidence in the premises - And to the End and Intent that such Act may be availing in the manifestation and recovery of such losses damages & Charges from all Persons whom it may concern when the same shall or may be thereunto or for that purpose required - Wherefore I Notary have granted these presents under my hand and Seal of Office at Fort St. George Madras aforesaid this day of April in the year of Christ 1804 -

(Signed) Dan Neale (LS)
Notry Pub.
Fort St George

Peter Clement Master of the Ship Faithel Carim & Mahomed Ally Nacoda of the same Ship Severally make Oath and say that the Contents of the Public Notariel act hereunto annexed & the matters of fact detailed in the Paper writing to the Public act annexed are respectively true. —

Fort St. George this 2d day of May 1804 - Sworn before me by both Deponents the Contents having been previously explained to the Deponent Mahomed Ally by the Court Interpreter in Moors —

(Signed) [illegible]

The Paper writing referred to by the foregoing Public Act

Protest made on board the Ship Faithful Carrin by fore mentioned of Ships Company Nacoda & Ashen —

In Latitude of 6: 55 North Longitud 83. 35 East Wednesday April 11th 1804 At 10 a.m. the Gale Began to S.E. with Hard Lightning and Rain we — Struck Down our Top Galin Yard and Mast and Took one reef in each Top Sail and Continuing our Course to Southward # Thursday April 12th 1804 the Gale were Round to the West & by So. S.W. we Continen our Courses to South Friday April 13th 1804 a Moderate Gales from Westward & by S. W. we — then Reefed the Fore and Main Top Sails at ½ past 8 P.M. Heavy Gale — from by S. W. with Heavy Cross Sea that Labour the Ship very much and Began to make Water the Ship under Fore Sail and Main Sail we — Continen our Course to Southward and Pumpen her every 2 hour # Saturday April 14th 1804 Do Wind and Weather as Yesterday Ship Makes 18. 19 Inches Water every hour and Pumps Goein every hour Ship is under Fore Sail and Main Sail Continen the Courses do South # Sunday april 15th 1804. Do Gale and Weather as Day Past with Heavy Cross Sea and Pumps Goein constantly every hour at 1 P.M. Packed and Hauld to N.W. # Monday April 16th Do Croppin Gale with Heavy Cross Sea. Ship Begin to Make more Water the Pumps Goeen every hours Ship Makes 18 and 20 Inches every Hour at — 7 A.M. Saw a Ship to Westward Standen to Northward our Course — Continenes Northward # Tuesday April 17th in Latitude 7° 30 North and Longitud 82° 38 East at 1 A.M. Past I was Intend to wear a Ship and Hand to Southward the Nacoda Reder of Ship Company thy Begged do me to Carry the Ship to the Madras that thy was not able to Pumps her any More I Could Them that I Could not withought thy Sine the Protest to thy Dead do it at ½ Past 3 A.M. Begon to Blow very — hard Gale from W.S.W. with Heavy Smatts Croups Smells that Have Labourded Ship very much she has 3 feet Water in Hould with — Pumps Goeen we Cold not Guess the Water the Ship Cold not Rise her Bow out of Water During the Gales as we Saw that the Cold her foundered all we as Cold her Parted we the one our Board 1046 Bags of Cargo Rice for Benefit of Ship and to Save the People Lives Requais we Cound our Board 2 Gun appd Cargoes —

Mahomath ally Nacoda is Sine [illegible]
Camje Cajoje Reter is Ditto [illegible]
Nak Bar Pindar Sarang is Ditto
Boadle Head Tindl — Ditto
Jacob Tindl — Ditto
Cason Ditto — Ditto
Mahomath Brain Carpenter — Ditto
Rasul bin Shams Seacone — Ditto
Mahomath — Ditto — Ditto
Kally — — Ditto — Ditto
Amber — — Ditto — Ditto
Nato Hoory Lascear — Ditto
Goven Beca Ditto — Ditto
Delise Jamith Ditto — Ditto
Nack Head Rasak Ditto — Ditto
Mahomath bin Hosen Chief officer [illegible]
Saw — — — —
David Sarang Passenger is Sine

(Copy)

[illegible]

[illegible]

(Indorsed) Pay the Contents to Mess. Chase Chinnery & Mc Donall
Presented the above Bill for Acceptance H. Wilson 5th 4th May 1804. - Drawee refused to accept - D.N.

On this 4th day of May in the year of our Lord 1804 at the request of Messrs Chase Chinnery & McDonall & Co of Madras Merchants (the holders of the Bill of Exchange whereof the above is a true copy) I Daniel Neale Not: Pub: by lawful Authority duly admitted & sworn & dwelling & practising at Fort St Geo: Madras on the Coast of Coromandel in the East Indies Did present the sd Bill of Exchange to Rama Jogee & Ram Doss the Drawees ~~thereof~~ named in the sd Bill for Payment thereof upon which Presentment the sd Drawees did wholly neglect to pay the Contents of the sd Bill Wherefore I the sd Notary at the request afsd have Protested & do hereby protest as well against the Drawees of the sd Bill as against the Drawer thereof & all others whom it may Concern for the Nonpayment of the same Bill Thus done & Protested at Fort St Geo: afsd this the day & year above written. —

On the 10th day of the same month of May (on which day the said Bill became due according to its tenor sight to have been paid) I Notary did again present the same Bill to the said Narraina Moodr for Paymt of the contents of the same Bill - upon which Presentment the said Drawee wholly refused to pay the same Bill

Wherefore I Ram Cave Protested And do hereby protest the same bill of Exchange thus done and protested at Fort Geo: Madras Madras 11th day of May 1804

(First) Exa for St. P. 2500. London 27th August 1803

Sixty days after (Second, third, Fourth) of the same tenor (date unpaid)
of this my First of Exchange pay
to Messrs Chas Chinnery & Mr Douall or order the Sum of
Star Pagodas Two thousand Five hundred Sicca value
received pr Messrs Bruce & Pantheon Hos in L & F Nine
Hundred pr & F. at the Exchange of 7/3 P. Star Pagoda
which please to Account with or without further Advice

To John Pullok & John Mr Douall Esqrs
Exors of the late Major James Rodgers
Decd. —

Joseph Rodgers.

Madras —

(Second) Exa for St. P. 2500 London 27th August 1803 —

Sixty days after (First, third, Fourth) of the same tenor (date unpaid)
of this my Second of Exchange
(First third, Fourth of the same tenor Date unpaid)
pay to Messrs Chas Chinnery & Mr Douall or order the
Sum of Star Pagodas Two thousand Five hundred value received
from Messrs Bruce & Pantheon Hos in L & F. Nine hundred
pr & F. at the Exchange of 7/3 P. Star Pagoda which please
to Account with or without further advice

Joseph Rodgers.

To John Pullok & John Mr Douall Esqrs
Exors of the late Major James Rodgers Decd.
Madras —

Be it known that on the 5th day of March in the Year of our Lord 1804 at the
Request of Messrs Chas Chinnery & Mr. Douall Hos of Madras Merchant
Agents for the Holder of the the two first original Bills of Exchange
whereof the above are true Copies I Daniel Neale Notary
Public by lawful Authority duly admitted sworn Dwelling &
practising at Fort St. Geo: Madras on the Coast of Coromandel in
the East Indies Did present the 2d two first original Bills
of Exchange to John Pullok Esqr one of the Drawees named therein
for his Acceptance of each one of the said two Bills as he should think fit
which Requirement the 2d John Pullok did refuse to accept the said two Bills of Exchange for want
of funds And on the same day I Notary did on Inquiring find that
John Mr Douall Esq. the other Drawee named in the 2d two first Bills was
in England And on this 7th day of May in the Year aforesaid when the 2d
two first Bills became due ought to have been paid according
to its tenor I the 2d Notary did again present the 2d two first original Bills of Exchange to the 2d John Pullok and I the 2d Notary
did then require the 2d John Pullok to pay the Contents of each
one of the 2d two first Bills of Exchange as he thought fit upon which
last mentd Presentment the 2d John Pullok one of the 2d
Drawees wholly refused & neglected to pay the Contents of the 2d
two first Bills of Exchange or either of them And I the 2d Notary on
the day & Year last mentd I Notary found on Inquiring that the
2d John Mr Douall was yet in England & that the 2d two
first Bills of Exchange each of them do now remain wholly dis-
honored Wherefore I the 2d Notary (at the Instance of Messrs Chas
Chinnery Mr Douall Hos the Holders of the 2d two first Bills of
Exchange) have Protested and by these Presents do Protest against
the Drawees of the 2d two first Bills of Exchange and as against
the Drawer thereof respectively & against all other Persons whom
it may Concern for the Non payment of the same Bills of Exchange
Re-Exchange & all Costs Charges Damages & Interest suffered &
to be suffered for default of the Payment thereof Thus done and
Protested at Fort St. Geo: aforesd the 7th day of May in the Year
aforesaid. —

when one of them
two 1st Bills became due ought to have been paid according
to its tenor I the aforesaid Recontinent I the 2d Notary did present
the 2d Bills two first original Bills of Exchange to the 2d John Pullok
one of the 2d Drawees for Payment of the Contents of each one of the 2d
two Bills of Exchange on the 2d John Pullok who thought fit upon which
last mentd Presentment the 2d John Pullok one of the 2d Drawees
and the 2d I Notary found and Inquiring that the 2d John Mr Douall the
Holder of the said two first Bills of Exchange was in England
Wholly refused to pay the same Contents. Wherefore I the 2d Notary
at the Request aforesd Have Protested by these Presents do Protest
against the Drawees of the 2d two first Bills of Exchange

× one of the Persons on whom the 2d two first Bills are drawn for
his Acceptance of each one of the 2d two Bills as he should think
fit upon which presentment the 2d Drawee wholly refused
to accept the 2d Bills or either of them And I the 2d Notary
on the same day & year aforesd was informed that John Mr Douall
Esq. the other Person on whom the 2d two 1st Bills are drawn
was in England And on this 7th day of May in the Year aforesd
(being the day on which the 2d two 1st Bills of Exchange
after the Sight thereof by the 2d John Pullok respectively became due
and when one of them ought to have been paid according
to its tenor I the 2d Notary did again present the 2d two first
original Bills of Exchange to the 2d John Pullok and I the 2d Notary
did then require the 2d John Pullok to pay the Contents of each
one of the 2d two 1st Bills of Exchange as he thought fit upon
which last mentd Presentment the 2d John Pullok one of the 2d
Drawees wholly refused & neglected to pay the Contents of the 2d
two first Bills of Exchange or either of them And I the 2d Notary on
the day & Year last mentd I Notary found on Inquiring that the
2d John Mr Douall was yet in England & that the 2d two
first Bills of Exchange each of them do now remain wholly dis-
honored Wherefore I the 2d Notary (at the Instance of Messrs Chas
Chinnery Mr Douall Hos the Holders of the 2d two first Bills of
Exchange) have Protested and by these Presents do Protest against
the Drawees of the 2d two first Bills of Exchange and as against
the Drawer thereof respectively & against all other Persons whom
it may Concern for the Non payment of the same Bills of Exchange
Re-Exchange & all Costs Charges Damages & Interest suffered &
to be suffered for default of the Payment thereof Thus done and
Protested at Fort St. Geo: aforesd the 7th day of May in the Year
aforesaid. —

[illegible]

(Indorsed) Pay the Contents to C. Pattaberamoodoo or my account
Vizagapatam 11th April 1804 — L. G. K. Murray

In the 11. day of May in the year of Christ
1804 At the request of C. Pattaberamoodoo of
Madras ~~Comm.~~ the Holder of the bill of Exchange
whereof a true Copy is above written J. D. [illegible]
Nd. Pub: [illegible]

Did present the said bill of Exchange to Gooty
Rama Jogkee the of the same bill
in payment of the Contents thereof upon which
presentment the said wholly
neglected to pay the same contents Wherefore
I Mary Ibarra protested and do hereby protest
the said bill of Exchange Thus done and
protested at Fort St. George ~~[illegible]~~ Madras
the 12 day of May in the year of Christ 1804

(First) Exe. for St Ps 2500. London 27 August 1803.

Sixty days after sight of this my first of Exchange (second third and fourth of the same tenor and date unpaid) pay to Messrs Chase Chinnery & McDouall or Order the Sum of Star Pagodas Two thousand five hundred value received from Messrs Bruce de Ponthieu & Co in £ Stg six & 5/ at the Exchange of 7/3 Star Pagoda which place to account with or without further advice -

To John Tulloh & John McDouall Esqrs
Exors of the late Major James Rodgers dec.

Joseph Rodgers

Madras -

(Second) Exe. for St Ps 2500. London 27th August 1803

Sixty days after sight of this my second of Exchange (first third and fourth of the same tenor and date unpaid) pay to Messrs Chase Chinnery and McDouall or order the Sum of Star Pagodas Two thousand five hundred value received from Messrs Bruce de Ponthieu & Co in £ Stg (nine hundred six & 5/ at the Exchange of 7/3 Pr Star Pagoda which place to account with or without further advice. -

To John Tulloh & John McDouall Esqrs
Exors of the late Major James Rodgers dec.

Joseph Rodgers -

Madras -

On this 5th day of March in the year of Our Lord 1804 - at the request of Messrs Chase Chinnery McDouall & Company of Madras Merchants & Copartners (the holders of the Bill of Exchange whereof the foregoing are true Copies of the 1st and 2nd parts of a sett of four parts) I Danl Neale &c - Did present the said Bill of Exchange to John Tulloh Esqr one of the persons on whom the said Bill of Exchange is drawn for his acceptance thereof - on which presentment the said Drawee wholly refused to accept the said Bill of Exchange saying that having remitted to England all the effects of Major Rodgers's Estate he could neither accept or pay Bills drawn on that Score - and I Notary on the same day and year aforesaid did receive a Notification from John Chinnery one of the Partners of the said Firm of Chase Chinnery McDouall & Company (of which said Firm John McDouall Esqre the other Drawee named in the said Bill is a Partner) that the said John McDouall was in England and that he had no effects in hand to honor the said Bill - Wherefore I Notary at the Instance of Messieurs Chase Chinnery McDouall and Company - the holders of the said Bill of Exchange Have Protested and by these Presents Do solemnly Protest as well against the Drawer of the said Bill of Exchange as against all others whom it may or doth Concern for Exchange Re-exchange Damages Costs Charges & Interests suffered or to be suffered for want of acceptance of the said Bill of Exchange Thus done in Fort Saint George Madras the Day and Year above Written in the Presence of James Morris & Alexander Harrison Witnesses hereunto required. -

(First) Exe. for St Ps 2500 London 27 August 1803.

Sixty Days after sight of this my first of Exchange (second third and fourth of the same tenor and date unpaid) pay to Messrs Chase Chinnery and McDouall or order the Sum of Star Pagodas Two thousand five hundred value received from Messrs Bruce de Ponthieu & Co in £ Stg Nine hundred six & 5/ at the Exchange of 7/3 Pr Star Pagoda which place to account with or without further advice

To John Tulloh & John McDouall Esqrs
Exors of the late Major James Rodgers dec.

Joseph Rodgers -

(Second) Exe. for St Ps Madras -

London 27 August 1803.

Sixty days after sight of this my second of Exchange (first third and fourth of the same tenor and date unpaid) pay to Messrs Chase Chinnery and McDouall or order the Sum of Star Pagodas Two thousand five hundred value received from Messrs Bruce de Ponthieu & Co in £ - Stg (nine hundred six & 5/ at the Exchange of 7/3 Pr Star Pagoda which place to account with or without further advice -

To John Tulloh & John McDouall Esqrs
Exors of the late Major James Rodgers dec.

Joseph Rodgers -

Madras -

On this 7th day of May in the year of Our Lord 1804 at the request of Messrs Chase Chinnery McDouall & Co the holders of the Bill of Exchange whereof the foregoing are true Copies of the 1st & 2nd parts of a sett of four parts (and on which day the said Bill of Exchange became due and payable by reason of John Tulloh one of the Drawees therein named having sight thereof on the 5th day of March last as will appear by my Protest for Nonacceptance of that date) I Danl Neale &c - Did present the said Bill of Exchange to the said John Tulloh and I the said Notary did then require the Sd John Tulloh to pay the Contents of the said bill upon which presentment the Sd John Tulloh did wholly neglect & refuse to pay the Contents thereof alledging as a Reason for such refusal (as he did before alledge upon the first presentmt to him of the said bill of Exchange by me Notary for acceptance on the said 5th Day of March last) that having remitted to England all the Effects of Major Rodgers's Estate he could neither accept or pay Bills drawn on that Score" and on the said 7th day of May it was Notified to me Notary by the said Firm of Chase Chinnery McDouall & Co (of which Firm John McDouall Esqr the other Drawee named in the said Bill of Exchange is a Partner) in Consequence of the application of me Notary that the Sd John McDouall was in England & that he had no effects in Hand to honor the said Bill Wherefore (the said Bill of Exchange being wholly dishonored) I Notary at the instance of the said Messrs Chase Chinnery McDouall & Co the holders thereof as aforesaid - Have Protested and by these Presents Do solemnly Protest as well against the Drawer of the said Bill of Exchange as agt all others whom it doth or may Concern for Exchange - Re-exchange and all damages Costs Charges Interest & Expence suffered or to be suffered by reason of the default of Payment of the said Bill of Exchange Thus done in Fort Saint George Madras the day and year first above Written in the Presence of James Morris and Alexander Harrison Witnesses hereunto required. -

(First) Exa. for St Ps. 2500. — London 27 August 1803.

Sixty days after sight of this my first of Exchange (second third and fourth of the same tenor and date unpaid) pay to Messrs. Chase Chinnery & McDouall or Order the Sum of Star Pagodas Two thousand five hundred value received from Messrs. Bruce de Ponthieu & Co. in £ Sff Nine hundred six & 5f at the Exchange of 7/3 pr. Star Pagoda which place to account with or without further advice —

To John Tulloh & John McDouall Esqrs.
Exors. of the late Major James Rodgers decd.
Madras —

Joseph Rodgers

(Second) Exa. for St. Ps. 2500 — London 27th August 1803.

Sixty days after sight of this my second of Exchange (first third and fourth of the same tenor and date unpaid) pay to Messrs. Chase Chinnery and McDouall or order the Sum of Star Pagodas Two thousand five hundred value received from Messrs. Bruce de Ponthieu & Co. in £ Sff Nine hundred six & 5f at the Exchange of 7/3 pr. Star Pagoda which place to account with or without further advice. —

To John Tulloh & John McDouall Esqrs.
Exors. of the late Major James Rodgers decd.
Madras —

Joseph Rodgers —

On this 5th day of March in the year of Our Lord 1804 — at the request of Messrs. Chase Chinnery McDouall & Company of Madras Merchants & Copartners (the holders of the Bill of Exchange whereof the foregoing are true Copies of the 1st and 2nd parts of a sett of four parts — I Danl. Neale &ca. — Did present the said Bill of Exchange to John Tulloh Esqr. one of the persons on whom the said Bill of Exchange is drawn for his acceptance thereof on which presentment the said Drawee wholly refused to accept the sd. Bill of Exchange saying that having remitted to England all the assetts of Major Rodgers's Estate he could neither accept or pay Bills drawn on that Score" and I Notary on the same day and Year aforesaid did receive a Notification from John Chinnery one of the Partners of the said Firm of Chase Chinnery McDouall & Company (of which said Firm John McDouall Esqre. the other Drawee Named in the said Bill is a Partner) that the said John McDouall was in England and that he had no assetts in hand to honor the said Bill — Wherefore I Notary at the Instance of Messieurs Chase Chinnery McDouall and Company — the holders of the said Bill of Exchange Have Protested and by these Presents Do solemnly Protest as well against the Drawer of the said Bill of Exchange as against all others whom it may or doth Concern for Exchange Re-exchange Damages Costs Charges & Interests suffered or to be suffered for want of acceptance of the said Bill of Exchange Thus done in Fort Saint George Madras the day and year above Written in the presence of James Morris & Alexander Harrison Witnesses hereunto required. —

(First) Exa. for St Ps. 2500 — London 27 August 1803 —

Sixty Days after sight of this my first of Exchange (second third and fourth of the same tenor and date unpaid) pay to Messrs. Chase Chinnery and McDouall or Order the Sum of Star Pagodas Two thousand five hundred value received from Messrs. Bruce de Ponthieu & Co. in £ Sff Nine hundred six & 5f at the Exchange of 7/3 Pr. Star Pagoda which place to account with or without further advice

To John Tulloh & John McDouall Esqres.
Exors. of the late Major James Rodgers decd.
Madras —

Joseph Rodgers —

(Second) Exa. for St Ps. 2500 — London 27 August 1803 —

Sixty days after sight of this my second of Exchange (first third and fourth of the same tenor and date unpaid) pay to Messrs. Chase Chinnery and McDouall or Order the Sum of Star Pagodas Two thousand five hundred value received from Messrs. Bruce de Ponthieu & Co. in £ Sff nine hundred six & 5f at the Exchange of 7/3 pr. Star Pagoda which place to account with or without further advice —

To John Tulloh & John McDouall Esqrs.
Exors. of the late Major James Rodgers decd.
Madras —

Joseph Rodgers —

On this 7th day of May in the year of Our Lord 1804 at the request of Messrs. Chase Chinnery McDouall & Co. the holders of the Bill of Exchange whereof the foregoing are true Copies of the 1st & 2nd parts of a sett of four parts — (and on which day the said Bill of Exchange became due and payable by reason of John Tulloh one of the Drawees therein named having sight thereof on the 5th day of March last as will appear by my Protest for Nonacceptance of that date) I Danl. Neale &ca. — Did present the said Bill of Exchange to the said John Tulloh and I the said Notary did then require the sd. John Tulloh to pay the Contents of the said bill — upon which presentment the sd. John Tulloh did wholly neglect & refuse to pay the Contents thereof alledging as a Reason for such refusal (as he did before alledge upon the first presentmt. to him of the said bill of Exchange by me Notary for acceptance on the said 5th Day of March last) that having remitted to England all the Assetts of Major Rodgers's Estate he could neither accept or pay Bills drawn on that Score" and on the said 7th day of May it was Notified to me Notary by the said Firm of Chase Chinnery McDouall & Co. (of which Firm John McDouall Esqr. the other Drawee named in the said Bill of Exchange is a Partner) in Consequence of the application of me Notary that the sd. John McDouall was in England & that he had no assetts in hand to honor the said Bill Wherefore (the said Bill of Exchange being wholly dishonored) I Notary at the instance of the said Messrs. Chase Chinnery McDouall & Co. the holders thereof as aforesaid — Have Protested and by these Presents Do solemnly Protest as well against the Drawer of the said Bill of Exchange as agst. all others whom it doth or may Concern for Exchange — Re-exchange and all damages Costs Charges Interest & Expences suffered or to be suffered by reason of the default of Payment of the said Bill of Exchange Thus done in Fort Saint George Madras the day and year first above Written in the Presence of James Morris and Alexander Harrison Witnesses hereunto required. —

(Endorsed) Pay the contents to Mess.rs Parry
Lane & order
Richard Keating
Bimlipatam
1. May 1804

17.th May 1804 –

Appeared Personally before me Leavit Neale Notary Public by lawful authority duly admitted Benjamin Burgess Commander of the Ship Earl of Mornington belonging to Mess.rs Abbott Ephraim Lane & Hart Exchange London and bound from England – to Protest against any Damage which the Cargo of the said Ship E. of Mornington may have sustained during the Voyage by reason of the severe Weather & Gales of Wind the said Ship met with in the Channel & Bay of Biscay & subsequently –

(Endorsed) Pay
Lane & order

the contents to Mess.rs Parry
Richard Keating
Bimlipatam
1. May 1804

This 11.th day of May in the year of our Lord 1804 At the request of Mess.rs Parry Lane & Sharpe Merchants / Exchange London & the Ship of Mornington whereof is Master at present now riding in this Road I Leavit Neale Notary Public duly admitted by Authority Commissioned & Sworn did repair on board the said Ship & there in the Cabin thereof in the presence of Benjamin Burgess Commander of the said Ship did read over & explain unto him the Contents of a certain Bill of Exchange drawn by Richard Keating Bimlipatam 1. May 1804 payable to Order at 30 days after Sight for Sicca Rupees Eight Thousand Value received of Messrs Parry Lane & Sharpe London as per Advice dated 1. March 1804 and Accepted by the said Benjamin Burgess payable at the House of Messrs Parry Lane & Sharpe London which Bill of Exchange the said Benjamin Burgess declared he understood & was perfectly satisfied therewith & that he would duly honour the same when due & payable & the said Benjamin Burgess further declared that he had not received any Bill of Lading for the Cargo on board the said Ship Mornington but that he had received a Letter from Messrs Parry Lane & Sharpe London dated 1. March 1804 wherein they advised him that they had shipped on board the said Ship Mornington Sicca Rupees Eight Thousand which Letter he had delivered to the Consignees of the said Cargo at this Port & that he had not received any Bill of Lading for the same & that he had not signed any Bill of Lading for the said Cargo at this Port or elsewhere & that he would not sign any Bill of Lading for the said Cargo at this Port or elsewhere & that he would not deliver the said Cargo to any Person or Persons whatsoever but to the Consignees thereof at this Port & that he would not proceed to Sea with the said Ship Mornington from this Port until he should receive Orders from the Owners of the said Ship for so doing

Ps. Bpf 250

Bombay 20th April 1804

Gentlemen

At ten days sight of this my first of Exchange (Second & third of the same tenor & date unpaid) please to pay to Limjee Bhicaje or Order the Sum of two Hundred and fifty three Pagodas as per advice & place the same to Acct. of

Your Obedient Servant

Chas. Pearce.
Capt. 19th. foot

Messrs. Waddel & Gibson
Madras -

Pay the Contents to Sofferjee Esmaljee or Order

Limjee Bhicaje

Sir

Pr. Bill 1st. Pay at Sight in Persian of Exchange 2nd. Pay at the request of Sofferjee Esmailjee [illegible] a Native Inhabitant of Madras and his Assigns and Value of the Bill of Exchange whereof a true Copy is above written / L D N.

Do present the said Bill of Exch. to Messrs. Waddel Gibson & Co. the Person within named Drawn / & demand Payment - when which Payment he Drawee refuses to accept the said Bill of Exchange but thereof do protest against the Drawer & Indorsers thereof & all others whom it may concern for the Recovering & Receiving the Same with all Costs Charges Exchange Re-exchange Interest and all other Damages Costs & Expences Losses & Hurts which the Drawer & Indorsers shall sustain for Default of Payment of the said Bill of Exchange as by the Custom of Merchants ought to be paid & Protested all Which Refer to be seen above written

Wd. Reed

By this Publick Instrument of Declaration and Protest Be it known unto all Persons whom it may Concern That on the 25th day of June in the year of our Lord One thousand eight hundred and four before me Daniel Neale Notary Publick by lawful Authority duly admitted and Sworn and dwelling and Practising at Fort Saint George Madras on the Coast of Coromandel personally appeared Hugh Wallace Adams late first officer of the Merchant Ship named the Vulcan of Madras which was lately belonging to Messrs. Aldick and Maitland of Fort St. George Madras Merchants and Copartners and the said appearer did then and there relate and declare for truth to me Notary as follows (that is to say) That the said Ship Vulcan of the burthen of 450 Tons or thereabouts Navigated by Nicholas Birsay master three mates and 50 Lascars having on board 6 guns (4 & 6 pounders) and laden with a Cargo principally Consisting of piece goods departed from Madras on the 1st day of February last on a Voyage to Penang and the Coast of Pedier that the Declarand was Chief Mate and Robert Robertson & Joseph Peters were the 2d. and 3d. Mates of the Ship - that the said Ship Arrived at Penang on the 5th day of March last and remained there until the 24th of the same month having there discharged a part of the Cargo and having there also taken on board for the Trade at Sallasamoy on the Coast of Pedier 3000 Dollars - that with the remaining Cargo & Dollars on board the said Ship Sailed from Penang on the 24th March and arrived at and Anchored in the bay of Sullasamoy on the 3d of April that the said Ship lay at Anchor there and within the bay in 10 fathoms Water until the 6th April in the interval of which days Neither was her remaining Original Cargo or any part of it nor the Dollars which she received on board at Penang or any

of them discharged from the Ship and the appearer did further more relate and declare for truth to me Notary at the time and place aforesaid That on the same 6th. Day of April last and whilst the said Ship was at laying at Anchor in the bay of Tullasamoy in 10 Fathoms water and was the only Ship in the bay and whilst the Sea Breeze was blowing strong into the Bay and about noon a Ship was seen from the Vulcan standing head on to her right into the bay and that as the Ship approached a Number of Seapoys in red dresses were discovered on her Fore Castle and at times the fly of an Ensign of the Honorable Company at the Mizen peak clear of her Sails was seen and the Declarant did also State to me Notary that information had been theretofore given by the to the Captain and officers of the Vulcan of there being 2 English Ships then trading on the Coast and that the Ship then approaching was therefore taken from of them and the appearer did Moreover relate that with the Sea breeze the Strange Ship coming and thereby not shewing her broad side . the Vulcan very fast and at one P.M. was nearly along side and still carrying the Company's Ensign hailed the Vulcan to know what Ship? that no answer having been given and the Ship coming on the Starboard Side of the Vulcan the English Ensign was hauled down and the French Colours hoisted and she hailed the Vulcan a Second time with an Order to strike to a French Privateer that at the same time her people (who were before concealed) jumpt upon deck and in the rigging and Shewed themselves ready for boarding and that she immediately let go her Anchor close on the Starboard Quarter of the Vulcan and hailed a third time with a more peremptory Order to strike whilst the Lascars of the Vulcan either ran below or threw themselves on Deck and he furthermore State to me Notary that Captain Birsay thereupon required the opinion of his officers as to the of contending with the Superior force — as the privateer manifested - and that their opinion Concurring with his own that the Vulcan had not any defence to make and that they could not hope to escape from the Enemy against the Strong breeze which set into the bay Captain Birsay ordered that the Colours of the Vulcan should be struck and the appearer did further inform me Notary that the French Ship to which the Vulcan so Struck proved to be La Fortune Privateer commanded by Le Mesne that she had on Board 12 Guns of which as the appearer last observed 10 were — 4 Pounders and 6 were 12 Pounders and 528 Men that she had been 5 Months from the Isle of France : had been cruizing at — the Land heads and had made 4 Prizes before that her last Capture from one of which (Namely the Pomone) she had received on Board the Seapoys that were placed on her Fore Castle - and the appearer did likewise make known to me Notary that the Vulcan within a few hours after her having been Captured was with Captain Bursay and the Lascars and her Cargo on board her dispatched by Captain La Mesne to the Isle of France And that the Log Book of the Vulcan also remained in the Ship whilst the Declarants and the 2d. and 3d. officers of the Vulcan (Name the said Robert Robertson and Joseph Peters were taken on board the privateer and therein remained for 10 or 11 days until that at Pedier they were put on Board a Danish Brig bound for the Coast of Coromandel and the appearer did declare to me Notary that — presently after his going on board the Privateer he put into Writing a short detail of the Circumstances attending the aforesaid Capture of the Vulcan - and the same paper Writing the Declarant did produce to me Notary - and which I have found faithfully to Conform with the declaration Contained in this my Public act - and the declarant lastly related that he and the said Robert Robertson & Joseph Peters (1st 2nd and 3rd Officers of the Vulcan) arrived in the Danish Brig on the 20th. day of the present Month of June at Porto Novo - and that on the 24th Inst. they reached Madras. —

And on this 27th. day of the said Month of June before me Notary at Fort St. George aforesaid personally appeared the said Joseph Peters who declared for truth to me Notary That he the said Robert Robertson were 2d and 3d Officers of the Vulcan as well in her passage from Madras to Penang and Tullasamoy as at the time of her being made Prize to the French Privateer La Fortune in Tullasamoy Bay on the 6th day of April last and the appearer last named did affirm for truth to me Notary that the said Ship Vulcan was at the time and place and in the Manner hereinbefore Stated Captured by the French Privateer La Fortune Commanded by Le Mesne and that the said Ship Vulcan with Captain Birsay and the Ships Log Book on board her was dispatched forthwith thereafter by the Captor to the Isle of France and that he the Declarant last named (together with the said Hugh Wallace Adams the first officer of the said Ship) and the said Robt. Robertson did remain on board the said Privateer for 10 or 11 Days and were then in Company with two

on board the Danish Brig at Pedier and therein arrived at Porto Novo on the 20th. Instant and at Madras on the 24th. Instant.—

By reason of which premises the said appearers Hugh Wallace Adams Robert Robertson and Joseph Peters on behalf of the said Captn. Ely Birsey and the Owners and Freighters of the said Ship and of all others concerned or interested in her or her Cargo did Severally desire to protest and they did before me Notary Protest against the Enemy and Winds and all other Causes of the Capture and Loss aforesaid of the said Ship Vulcan and her Cargo for all loss Damages Charges & Expences already occasioned sustained or expended in consequence or on account of the premises— And the said appearers did require me Notary to make and Execute Act accordingly made and executed this Public Act or Instrument to serve and avail them owners & Freighters of the said Ship and all others concerned in time & place Convenient In Testimony whereof I have hereunto set my hand Seal & office the 28th Day of June in the year of Our Lord 1804.—

Hugh Wallace Adams late first officer of the Ship Vulcan which was lately belonging to Messrs. Abbott and Maitland of Madras Merchants— & Charterers Robert Roberts late 2d. officer of the same Ship and Joseph Peters 3d officer of the same Ship Severally make Oath and Say that the Matters of fact alledged in the foregoing notarial Act and which relate to the Capture of the said Ship Vulcan by the French Privateer La Fortune are true

Sworn by Adams & Peters 27th June 1804 before JJ Grange

(Ctr) Madras 19th May 1804—

P. 2000

Forty days after date I promise to pay Messrs Waddell and Gibson or their order the Sum of Two thousand Pagodas (2000) with Interest @ 10 per cent value received—

Alex Boswell—

(Endorsed) Waddell & Gibson

On the 30. Day of June in the year of our Lord 1804 I Dan. Neale Notary Public

Do protest the within Promissory Note (whereof the above written) by Alexander Boswell the Maker thereof to the Contents of the said Note—Whereupon Appeared in Person in the Presence of the Witnesses Alex. Boswell aforesaid Maker of the said Note and he was informed by a Person in the Service of the said Alex. Boswell aforesaid Maker of the said Note that he had no Effects in his Hands belonging to the said Alex. Boswell aforesaid Maker of the said Note and that no Orders had been left to pay the same Contents Wherefore by reason of the Contents of the said Note remaining Unpaid I the undersigned Notary (at the Instance of the Holders thereof) Have protested and do hereby protest the said Note Dishonored and protested as Foresaid Given under my hand & Seal of Office the 2d. Day of July in the year of our Lord 1804—

Madras April 30th 1804

Two Months from the date hereof we promise to pay unto A. Pauspiah Braminy or his order the sum of Seven hundred Star Pagodas being for Value received

Branson Jones and Reddy

S Pag^s 700 - 0 - 0

(Indorsed) A Pauspia Ry.

On the 3d day of the present Month of July At the ~~instance~~ of Ebenezer Roebuck now of Madras the Holder of the ~~original Bill of Exchange~~ Promissory Note whereof a true Copy is above written S.D.M. &c.

Did present the ~~Original~~ promissory Note to Messrs Branson Jones & Reddy of Madras the Makers thereof for payment of the Contents therein expressed upon which presentment the Makers wholly neglected to pay, & have not paid the same Contents ~~and~~ Wherefore I Notary at the aforesaid ~~instance~~ Have protested and do hereby protest the said Note ~~[illegible]~~ Dated this 4th day of July in the year Aforesaid 1804 —

London the 17 March 1804

For Exch^e £5500 Stg @ 7/4 pp^a

At sixty days sight pay this third of Exchange (first and second not paid) to the order of A. J. & L. De Fries Esq^rs Five thousand five hundred pounds Sterling at Exchange Seven Shillings & four pence Sterling per Pagoda Value received which place to account L.M. as advised

To Edward Watts Esqr
Messrs Chase Chinnery
Mr Dowale & Co
In Madras

Edmund Boehm & Co

London the 17 March 1804

For Exch^e £4,400 Stg @ 7/4 pp^a

At sixty days sight pay this third of Exchange (first and second not paid) to the order of A. J. & L. de Fries Esq^rs Four thousand four hundred pounds Sterling at Exchange Seven Shillings & four pence Sterling per Pagoda Value received which place to account L.M. as advised

To Edward Watts Esqr
Messrs Chase Chinnery
Mr Dowale & Co
In Madras

Edmund Boehm & Co

London the 17 March 1804

For Exch^e £2200 Stg @ 7/4 pp^a

At sixty days sight pay this third of Exchange (first and second not paid) to the order of Adrian John & Lewis de Fries Esq^rs Two thousand two hundred pounds Sterling at Exchange Seven Shillings & four pence Sterling per Pagoda Value received which place to account L.M. as advised

To Edward Watts Esqr
Messrs Chase Chinnery
Mr Dowale & Co
In Madras

Edmund Boehm & Co

London the 17th March 1804

Exchr £969-3-8 Stg 7/4 pr

Sixty days sight pay this third of Exchange
(first and second not paid) to the order of A. L.
& L. de Pries Esqr. Nine hundred sixty nine pounds
three shillings & eight pence Sterling at Exchange
seven shillings & four pence Sterling pr Rupee
Value received which please to account
I. M. as advised
Edmund Bochm & Co
To Edward Wakes Esq
Mayr Chas Chinnery McDonach & Co
Madras

On this eighteenth day of March in the year of our Lord 1804 before me Edward Wakes Esquire Mayor of the Town of Madras and Agent for the Honble United Company of Merchants of England trading to the East Indies in the Presidency of Fort St George aforesaid and Chairman of the Court of Judicature established in the said Town of Madras aforesaid personally came and appeared Messrs Abraham Louis de Pries and Lewis Abraham de Pries Merchants and Partners trading under the Firm of A. L. & L. de Pries and the said Messrs A. L. & L. de Pries did then and there produce unto the said Edward Wakes Esquire Mayor aforesaid the four several Original Bills of Exchange hereunto annexed drawn by the said Messrs A. L. & L. de Pries on Messrs Edmund Bochm & Co of London Merchants and Partners trading under the Firm of Edmund Bochm & Co and the said Messrs A. L. & L. de Pries did then and there request the said Edward Wakes Esquire Mayor aforesaid to accept each and every of the said Bills of Exchange which said Bills of Exchange were then and there duly presented to the said Edward Wakes Esquire Mayor aforesaid for his acceptance but the said Edward Wakes Esquire Mayor aforesaid refused to accept any of the said Bills of Exchange for which refusal the said Messrs A. L. & L. de Pries did then and there protest against the said Edward Wakes Esquire Mayor aforesaid and against all Persons whom it may concern for the non acceptance of the said Bills of Exchange and for all Costs Charges and Damages to be sustained for want of the non acceptance of the said Bills of Exchange and the said Messrs A. L. & L. de Pries did then and there demand of the said Edward Wakes Esquire Mayor aforesaid a Certificate of the non acceptance of the said Bills of Exchange which he the said Edward Wakes Esquire Mayor aforesaid did then and there refuse to grant and the said Messrs A. L. & L. de Pries did then and there require these Presents or the Tenor thereof to be made and Extended for the Purposes aforesaid

In Testimony whereof I the said Edward Wakes Esquire Mayor aforesaid have hereunto set my hand and caused the Seal of the Mayoralty to be affixed the day and year first above written

Edward Wakes
Mayr

Mayr &c. A. L. & L. de Pries

Gentlemen

The following Bills of Exchange drawn on and by Messrs Edmund Bochm & Co of London, in your favor have just been presented for acceptance.

One Bill dated London the 17th March 1804 @ 60 Dys sight for			£5500 " "
One Bill	Ditto	Ditto	1100 " "
One Bill	Ditto	Ditto	2200 " "
One Bill	Ditto	Ditto	969. 3. 8
			£ M 9 13069. 3. 8

Messrs Edmund Bochm & Co had advised me of their Intention to

draws on me for the Amount of their Advances on account of the Owners of the Ship Lucy Maria, and I presume these Bills are on that account—

It is with extreme Concern Gentlemen I see myself Obliged to refuse honoring the respectable Signature of Messrs Edmund Boehm & Co which on any other Occasion, I should most cheerfully do.

In Justification of this refusal it is a duty I owe to myself as well as those Gentlemen to state the reasons upon which it is grounded—

I hold half a Share in the Ship Lucy Maria, Commanded by Captain Dawes who owned a Quarter Share & Mr Buckley of Dacca is owner of the remaining Quarter — On account of the Advances made for my half Share, I gave Messrs Harington Burnaby & Co a Lien upon my Interest in the Concern by a positive Order on Messrs Edmund Boehm & Co to receive my half of the amount of the homeward freight (estimated at £20,000 Sa Rs) & to remit it to Messrs Harington Burnaby & Co— Instead of Complying with this Order Messrs Edmund Boehm & Co without Communicating with me or thinking it necessary to have my authority took upon themselves to make advances to Captain Dawes as he judged proper do call for them — I was as perfect Stranger to these Transactions untill previous to my Departure for India — I called on Messrs Edmund Boehm & Co to know whether they had Complied with my Order to remit £10,000 Sa Rs to Messrs Harington Burnaby & Co when to my Surprize I found they had not done so, but on the Contrary paid away all the funds of the Concern to Captain Dawes, to whom they had also made a large advance—

On my arrival in India I represented these Matters to Messrs Harington Burnaby & Co & called upon Captain Dawes for an Explanation of the heavy Advances that had been made to him the former had furnished me after a long Lapse of time, with his accounts from which I learnt that he had Considered as my Private Property 200 Pipes of Madeira Wine which were put on board the Lucy Maria on account of the Owners & the amount of which forms the larger part of Messrs Edmund Boehm & Co Advances — although this was the first information given to me by Captain Dawes on this Subject, and Conscious as I was that this wine was actually purchased on account of the Owners, I lost no time in remitting to Messrs Edmund Boehm & Co the full amounts of their advances for its & I now inclose you Copy of a Letter written to them by Messrs Chase Shinnery & Co Bombay & Co Conveying a Remittance to them of £8337-10-— Sa Rs—

At the time this Remittance was made to them I informed Messrs Edmund Boehm & Co that the Lucy Maria had proceeded on a Voyage to China & that on her Expected return here I should settle all accounts with Captain Dawes & arrange for the Liquidation of their remaining advances on account of the Owners —

These remaining advances, that is the differences between the amount of the above Remittances & that of the Bills drawn upon me by Messrs Edmund Boehm & Co Amounts to £1991-13-8 Sa Rs for one half of which only being £2165-11-10 Sa Rs, am I, or can I, be held answerable to Messrs Edmund Boehm & Co— To this Amount I am very willing to honor their Signatures, or to put you in Possession of Bills on England for the same, But to do more, would be an injustice to myself I cannot think of submitting to.—

I request you will transmit to Messrs Edmund Boehm & Co a Copy of this Letter, & assure them that I feel no Common Concern in being obliged to refuse the accustomed honor to their Signatures.—

I have the honor to be
Gentlemen
your very Obed. Servant
(Signed) Ed. Watts

Madras
9th July 1804

For Arcot Rupees 1330 Coringa 4. June 1804

Dear Sir

At twenty one days after Sight of this my first of Exchange (Second of same tenor & date unpaid) be pleased to pay Amazal Daniel or his order the Sum of Thirteen hundred & thirty Rupees for Cash paid for Petty Officers Seamen &c and Sundry Ship's disbursements as per Account with the same

To Bankia Bram.
Madras

(Endorsed) Pay this Bill is included Amt of Tobacco making rupees 1330 J. F. J.
Pay the within Contents to Fatwerty Sarvesty or order

Dear Sir
Your obed. Servant
John Fitz Jefferie

On the 11th day of July instance Fatwerty Sarvesty Lord Bishop of Madras the Endorsee and Holder of the Original Bill of Exchange which is above truly transcribed

drawn on me for the Amount of their ...

Sheet ...

... of Exchange ... Sent ... the ...
... above ... Don't ... Notary ... the
... Exchange ... Drawn ...
... Foreign ... at ... Madras
... Days ... Sight ... Copies ... Sent ...
... Do ... Present the ... Original ... Bill ... Exchange ... to ... Richd
... Hall Hare Esq. ... the Drawee ... his ...
... Acceptance ... Upon which ... Refusal ... the ...
... Drawee ... refused ... to accept ... the ... Bill
... for ... reasons ... to be given ... by ... Drawer ... whereupon
... I ... Notary ... at the instance aforesd. ... Have ... Protested
... And Do ... Protest ... against ... the ... Drawer ... of
... the ... Bill of Exchange ... for all ... the ... Exchange
... hereof ... and ... all ... other ... Persons ... whom
... it ... may ... Concern ... for ... their ... Non-acceptance ... of ...
... the ... Bill ... for ... Exchange ... Re-Exchange ... and
... for ... all ... Costs ... Charges ... & ... Damages ... sustained
... & ... to be ... sustained ... for ... Want ... of ... Payment ... thereof
... By ... these ... Presents ... Protested ... and ... Known
... by ... these ... Presents ... that ... I ... the ... Notary ... do
... Protest ... as ... aforesaid ... and ... Declare ... that ... I ... have
... Presented ... the ... Original ... Bill ... of ... Exchange ... above ... mentioned
... and ... Demanded ... Payment ... thereof ... as ... therein ... Directed
... to ... which ... they ... Answered ... that ... they ... could ... not ... Pay ... the ... same
... Wherefore ... I ... the ... Notary ... have ... Protested ... and ... by ... these ... Presents
... Do ... Protest ... against ... them ... and ... all ... other ... Persons ... whom ... it ... may
... Concern ... for ... all ... Exchange ... Re-Exchange ... and ... all ... Costs ... Charges
... & ... Damages ... already ... Sustained ... or ... which ... may ... hereafter ... for ... Want
... of ... Payment ... of ... the ... said ... Bill ... of ... Exchange ... Hereof ... Fail ... not
... Thus ... Done ... and ... Protested ... at ... Fort ... St. George ... Madras ... aforesaid
... the ... Day ... and ... Year ... first ... above ... written

N.P. L.S.

Exch.e £1201.17.10. @ 7/4 d.p. London 17th March 1804.

At Sixty days Sight Pay this first of Exch.e to the order of John De Fries Esq.r One Thousand two hundred and one pounds Seventeen Shillings & Tenpence at Exchange Seven Shillings Fourpence per Pagoda Value rec.d which Place to Acct. I. M.
as advised

To Edward Watts Esq.
at Messrs. Chase Chinnery & Mc. Dowall & Co.
Madras.

Edmund Boehm

On this 30th. day of July in the Year of our Lord 1804. I David Pearce a Notary Public by lawful authority duly admitted Sworn Dwelling & Practising in Fort St. George Madras on the Coast of Coromandel in the East Indies

At the instance of John De Fries of Madras Merchant the Lawful Holder of the original Bill of Exchange whereof a true Copy is above written I Notary Public did present the said Original Bill of Exchange to Edward Watts Esq. a Copartner in the House of Messrs. Chase Chinnery McDowall & Co. of Madras Merchants and the Person on whom the said Bill is drawn and did then & there request the said Edward Watts to accept the said Bill upon which Presentment the said Edward Watts did refuse to accept the same for the Reasons which he had on the 9th day of July instant by Letter of that date addressed to Messrs. Adrian John Hewis De Fries of Madras Merchants & Copartners on the occasion of Certain other Bills of Exchange drawn by Messrs. Edmund Boehm & Co. in their favor and payable to the said Edward Watts for his Acceptance thereof and which same Letter bearing date the 9th day of July instant having been produced & delivered by the said Messrs. Adrian John Hewis De Fries to me Notary I have transcribed at the foot of this my public Act Wherefore I Notary have (at the instance aforesaid) Protested and do by these Presents Protest against the Drawers of the said first mentioned Bill of Exchange and against all other Persons whom it may Concern for the non-acceptance of the said Bill of Exchange Re-Exchange Interest Loss Costs Charges & Damages suffered and to be suffered by reason of the non-acceptance of the same Thus done & Protested at Fort St. George Madras aforesaid the Day & Year first above written —

I Danl Neale Notary Pub:

Did present the said Sig^d Bill of Exchange to Avadanaya Pallpia Braminy of Madras the acceptor of the same bill for payment of the contents thereof (the same bill having according to its tenor become ~~due~~ on that day due & payable) upon which presentment the s^d acceptor ~~wholly~~ neglected to discharge the contents of the same bill & the same contents have from thence hitherto remained wholly unpaid wherefore I Notary at the instance ap^d have protested and do hereby protest the same bill of Exchange Dated this 12th day of July in the year of our L^d 1804

1st of Exchange for Star Pag^s 950 at 60 days sight

Mr Teadore Pereira Madras

At sixty days sight please to pay to Mr Thomas de Mello or his order the sum of nine hundred & fifty Star Pag^s Value received of Mr Antonio R^o Pereira de Almeida first Second of the same date ~~the not~~ one of them not being paid & please to place to my account with the same Gentleman in concern of Madeira wine in full of balance of all our account

Your Most ob^d Sub^r

Calcutta 26 April 1804 P. de Souza

Accepted the 10th May 1804 Theodoro Pereira

(Noted for nonpayment ~~12~~ 12th July & also on the same day discharged by the Parties)

These

at the instance of John De Fries of Madras merchant the [illegible]

Madras 12th May 1804

Two months after date I promise to pay to Covy Iyasawmy Moodellier or order the sum of Two hundred and five Star ~~Pag^s~~ Pagodas for value received

J Brown

S^rs 205 (Indorsed) C. I Swamy

On the 14th day of July in the year of our Lord 1804 at the instance of the Proprietors of the Madras Bank (the Holders of the Sig^d Promissory Note whereof a true copy is above written) I D N Notary Public

Did present the s^d Sig^d Promissory to ~~John~~ James Brown the maker for payment of the contents thereof upon which presentment the s^d maker did neglect and from thence hitherto have neglected to pay the contents of the s^d Note wherefore I Notary at the instance ap^d hereby Do protest the s^d Note Dated this 16th day of July in the year of our Lord 1804

Brighton August 10. 1803. P. £500

Three months after sight pay this my first of Exchange to the order of Captn Charles Rand Five hundred pounds value as p^r advice

Charles Best

Richard Yeldham Esqr

1st Madras (Indorsed) Pay Thomas Chase or order Chas Rand

On this 21st day of July in the year of our L^d 1804 at the instance of Thomas Chase of Madras merchant the Indorsee [illegible]

Fort St George
August 4th 1804

Appeared personally Alexander Wallace (arrived at Madras yesterday by the Navy Address Capt Robertson) late Master of the Brig Admr. Rainier to protest against the capture of the Brig by the Squadron of Admr Linois on the 31st January last at St. Paolo Anon near to the Straits of Malacca

D. Neale
N. P.

Star Pag. 500

Colombo July 25th 1804

Sir At fifteen days sight pay to the order of Messrs Chase Chinery McDonal and Co Five hundred Star Pagodas (500) which place to acct of

To Benj. Roebuck Esq
Pay Mast. Genl
L L L

Yr. obt Servt
Geo. Darley
Paymastr. 77 Regt

Madras 10th day of August 1804
Received the Contents
Benj. Roebuck

Did present the original Bill of Exchange (whereof the above written is a true Copy) unto Benjamin Roebuck Esq the Drawee whereof when and where which presentment the Drawee refused to accept to which refusal the Drawee had not any reasons to draw upon him the Drawee had not any funds applicable to the payment of the said Bill of Exchange to the extent thereof and therefore I the said Notary Public at the request aforesaid did protest against the Drawer of the said Bill of Exchange and all others whom it may concern for the Recovery of the said Sum of Pagodas and all Loss charges Damages and Expences already sustained or which may be sustained for want of the said Sum of Pagodas being duly paid to me the said Notary Public on demand as aforesaid and hereof I the said Notary Public at the request aforesaid do make this my Protest Act and Deed Public to all whom it may concern to the end and intent that all Persons concerned may know and take notice thereof and govern themselves accordingly

In Testimony whereof I the said Notary Public have hereunto set my hand and affixed my Notarial Seal this twenty fifth day of August in the year of our Lord one thousand eight hundred and four

D. Neale
N. P.

Fort St George
August 20th 1804

Appeared personally James Shean Commander of the Ship Gilwell belonging to Messrs Chase &c. of Madras Merchants - which Ship the Appearer informed me Notary arrived at Madras this present day Monday the 20th Augt. from the Port of Bombay - and the Appearer desired to protest against the loss of an Anchor & Cable - belonging to the s. Ship Gilwell on the 4th of Sept. inst.

D. Neale
N. P.

Be it Known unto all Persons by these Public Instruments of Declaration and Protest that on the twentieth day of August in the year of our Lord one thousand eight hundred and four before me Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Personally appeared

James

James Shean Commander of the Ship Gilwell now laying in the Roads of Madras in which Roads she arrived on the same day from the Port of Bombay and the said appearer at the said time & place declared for truth to me Notary as follows that is to say on Saturday the fourth day of the said Month of August the said Ship Gilwell under the appearer's Command departed from the harbour of Bombay in Prosecution of her Voyage towards Madras and that during the time the said Ship Gilwell was riding at anchor of the outer Harbour of Bombay ~~[illegible]~~ the experienced fresh Breezes mostly from the west South west with squally weather and a very heavy sea which occasioned the said Ship Gilwell to pitch greatly and the appearer further declared to me Notary for truth that at 1 o'clock A.M. on the same 4th day of August he the appearer found it necessary to strike and did accordingly cause to be struck the fore top Gallant mast & yard and that at 10 o'clock A.M. on the same 4th day of August the Flood tide beginning to slack he the appearer ordered his people to have in the Cable to 21 fathom water which was accordingly done and that the said Ship at the same time taking a heavy Pitch carried away all the Nippers and the appearer further declared to me Notary for truth that he the appearer then ordered his People to hitch the messenger which was immediately done and then have the Cable again and that in so doing the messenger mast stopper &c were carried away that the appearer did then cause a Purchase to be [illegible] with the Top Blocks & Hawser and that the Cable was [illegible] have a third time in doing which the strap of one of the top blocks was broken which occasioned several of the Ships Company to [illegible] severely bruised & maimed insomuch as to render them unfit for [illegible] and that in particular one man had his arm broken and the appearer did further declare to me Notary for truth that finding impossible to purchase the anchor in such a high sea the appearer was under the necessity of ordering the Cable to be cut [illegible] 25 fathom from the Clinch which was accordingly done [illegible] that the said Ship Gilwell then made sail (the wind

being west South west) & stood to the southward under single reefed main sail & Double Reefed fore & mizen top sail and the appearer further declared that the said Ship Gilwell was employed working out of the said harbour of Bombay until noon on the said 4th day of Augt. and the appearer did further declare to me notary that the said Ship Gilwell arrived in safety in Madras Roads without any further or other particular occurrence on the same 20th day of Augt. and the appearer did at the time & place first hereinbefore mentd. produce to me notary the Log Book of the said Ship Gilwell Containing the detail of the particular obstacles & difficulties hereinbefore mentd. which the said Ship Gilwell experienced & encountered in working out of the said Harbour of Bombay & did before me notary testify and declare that the said Circumstances & Transactions therein recorded were faithfully & truly related & set forth according to their actual occurrences from which Log Book I have at the desire of the said appearer extracted such facts as more particularly to the Circumstances hereinbefore set forth as declared by the said appearer to me notary to be true as aforesd. and I notary have also at his desire subjoined to this my Public act a true Copy of such Extract which I do Certify and attest to be faithfully & correctly extracted from the said Original Log Book of the said Ship Gilwell and the appearer did declare & solemnly assert before me Notary that all such Damages & losses as the said Ship Gilwell may have suffered and sustained & particularly the loss of an Anchor & Cable as hereinbefore mentd. were wholly by means of the Flood tide which had set in and the winds & weather which the said Ship encountered at the time of her working out of Bombay Harbour and not by or through the act default or neglect of him the appearer or his officers & crew and the said appearer did on behalf of himself & his Owners desire to Protest for & against all & every the matters aforesaid as declared & confirmed for truth to me notary and he doth accordingly by these Presents solemnly Protest against as well against the loss & Damage hereinbefore mentioned as against the winds & seas aforesaid & all other losses & damages which have by reason thereof been sustained by the said Ship Gilwell her Tackle apparel or Furniture and likewise against all other Damages losses Charges & Expences whatsoever and for all & every Cause matter & thing whatsoever which he the appearer on behalf of himself & his Owners can may or ought to Protest for or against in or about the Premises for the intent and in order that all the same losses Damages & Charges may be sustained by & recovered from such Person or Person whom it may behove to bear pay & defray the same and the appearer did desire of me notary this my Public act as Evidence in the Premises & to the End & intent that such act may be availing in the manifestation and recovery of such losses Damages & Charges from all Persons whom it may concern when the same shall or may be thereunto or for that purpose required wherefore and in Testimony of the Premises I notary have granted these Presents under my hand & seal of office at Fort St. George Madras this day of August in the year of our Lord 1804

James Shean Commander of the Ship Gilwell and James Taylor first Officer and Thomas Matthias Second officer of the same Ship Severally make Oath and say that the Contents of the Public Notarial act hereunto annexed and the matters of fact detailed in the Extract from the Log Book of the said Ship Gilwell hereunto also annexed are respectively true —

Fort St. George this day of August 1804 Sworn by all the Deponents Before me —

By this Public Instrument of Declaration and Protest Be

it Certified and made known unto all Persons whom it doth or may Concern That on the Fourth day of August in the Year of Our Lord One thousand eight hundred and four before me Daniel Neale Notary Public by lawful Authority duly admitted and sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel personally appeared Alexander Wallace late Master of the Brig named the Admiral Rainier of Madras of the Burthen of One hundred and fifty Tons or thereabouts and belonging to Messrs. Abbott and Maitland Merchants of the same place and which was lately on her return Voyage from the Eastern Seas to Madras and the said Master did at the time and place aforesaid of his appearance before me Notary declare for truth the Circumstances which are hereinafter detailed relating to the Capture of the said Brig by the Enemy (that is to say) That the said Brig having theretofore sailed from Madras on a Voyage to the Eastern Seas laden with a Cargo of Piece Goods and Merchandize had been Navigated by him the said Master to Manilla and the Island of Soolo and from thence back to Manilla and afterwards to China - That at the time of the arrival of the said Brig at China and at the time of her departure therefrom and also at the time of her being Captured as hereinafter mentioned the said Brig had on board piece goods part of her Original Madras Cargo remaining undisposed of and of the Cost of Four thousand two hundred and fifty eight Pagodas thirty four Fanams and thirty Cash - and the invoice price whereof including Charges amounted to Five thousand six hundred and twenty two Pagodas thirty fanams and fifty five Cash - and also Pearl Shells and Cowries taken on board at the Island of Soolo - the former of the value of Forty three Dollars and three eighths and the latter of the value of Two hundred and seventy seven Dollars and four eighths - That he the said Master had as well from Soloo and Manilla as from China forwarded invoices and Bills of Lading of the same Merchandize to Messrs. Abbott and Maitland - and the Appearer further declared to me Notary that the Brig's Company was composed of him the Declarant three Mates - a Gunner - a Carpenter - Seven European Seamen and between thirty and forty Lascars Seapoys and Topasses and having on board eight Carriage Guns (six and four pounders) and eight Swivels with Sundry Small arms - and that the said Brig departed from China on the Nineteenth day of January) last, bound for Madras - and on the thirty first day of the same Month of January was off Pulo Auor near the Straits of Malacca when at or immediately after the period of seven bells or half past eleven P. M. of the same thirty first day of January (being as near to the point of time as he the Declarant can most satisfactorily determine) and during the first watch of the night on the day last mentioned six Vessels successively have in sight and came down towards the Brig - and that before the expiration of twenty Minutes (as he the Declarant could most accurately compute) a boat was dropt from one of the Ships passing astern of the Brig - and a French Officer came immediately on board and required from the Declarant the surrender of the said Brig to the Squadron of Admiral Linois - and that he the Declarant directly and of necessity (being surrounded by the Ships of the Enemy) complied with that requisition - That at the time of the same Capture Alexander McDonald the third Mate of the Brig and who was the Officer of the first Watch was on Deck keeping the Watch - that the Bell had not rung - but that the second Mate Jacob Jolliffe who was the Officer of the Middle Watch was also upon Deck having been called up by the Declarant immediately after the Enemy's Ships were descried (the Chief Officer Fletcher Davies Humphries being at that time confined to his Cabin) That the Squadron to which the Declarant so surrendered the Brig consisted of Four French one Dutch and one Portuguese Vessels That the Brig was accordingly taken possession of by the Enemy and the next Morning the Declarant was taken on Board the French Admiral's Ship the Marengo - That the Log Book the Declarant's Journal and all the Papers of the Brig were also possessed by the Enemy in and with her - and that the Brig being sent by the Captors to Batavia the

the Declarant was also conveyed thither - And the Brig was there condemned as prize - That the Mates of the Brig and also the Gunner Carpenter and European Seamen were also carried to Batavia from whence the said Gunner Carpenter and Seamen were taken to the Isle of France (not having been permitted to go on Shore during their stay at Batavia) That the second Mate of the said Brig (namely the said Jacob Jolliffe left Batavia in Company with the Declarant at the time hereinafter mentioned - but that the said Jacob Jolliffe died during the Passage - and the aforesaid - Fletcher Davies Humphries first Mate and Alexander McDonald Third Mate proceeded from Batavia on a Danish Ship named the Eliza and were seen at Bencoolen on the said Declarants arrival there where he left the first Mate without hopes of his recovering and that the Third Mate is (as the Declarant believes) now in some of the Islands or Seas Eastward - That he the Declarant arrived at Batavia (in the manner hereinbefore setforth) on the first day of March last That he departed thence on or about the seventeenth day of the same Month and that he arrived at Bencoolen on or about the first day of May - at which last mentioned place he embarked on board the Ship Henry Addington and thence departed on or about the second day of June - and that having touched at Pedang and departed thence on or about the tenth day of July the Declarant arrived on the said Ship Henry Addington in the roads of Madras on the day of the date of this my Public act - In regard to which premises the Declarant did desire to protest as he doth hereby solemnly protest on behalf of his said Owners and all others Concerned against the Enemy and against all Causes of the aforesaid Capture and loss of the said Vessel and her Cargo for all damages losses Costs charges and expences whatsoever consequent upon or sustained or to be sustained by reason of the same Capture and the Declarant did require of Me Notary to make and execute and I have accordingly made and Executed this my Public act under my hand and Seal of Office To serve and avail as Occasion may require - Thus done and protested at Fort Saint George Madras aforesaid the day and Year first hereinbefore Written. —

Star Pagd 500 25/28 Aug. Colombo July 25. 1804 —

Sir At fifteen days sight pay to the order of Messrs Chase Chinnery McDonald and Co Five hundred Star ~~Pag~~ Pagodas (500) which place to acct of

Yr obt Servt
George D'Arley
Pay Mastr 77 Regt

To Benjn Roebuck Esq
Pay mastr Genl
&c &c &c

On the 10th day of August in the year of our Lord 1804 at the instance of Messrs Chase Chinnery McDonald & Co of Madras merchants the Payees and Holders of the bill of Exchange (whereof a true Copy is above written) I D. N. Not Pub. by lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did at Fort Vicar aforesaid present the original of the said bill of Exchange to Benjamin Roebuck Esquire (on whom the same is drawn) for his acceptance thereof ~~and~~ on which presentment the said Drawee refused to accept the same bill alledging that the Drawer had not any authority to draw upon him for the contents thereof and that he the said Drawee had not any funds applicable to the discharge of the same contents And on this 28th day of the same month of August (on which day from the time of the aforesaid presentment 15 days have and are elapsed) I Notary Did at the title instance again present the said original bill to the said Benjn Roebuck the Drawee ~~and~~ for payment of the contents thereof upon which last mentioned presentment the said Drawee

refused to pay the same contents for the reasons which he had before alleged wherefore protest at the instance of the Payees and Holders of the sd bill have protested and do by these presents protest against the Drawer of the sd bill of Exchange [illegible] whom it may concern for the nonacceptance nonpayment of the sd Bill of Exchange and for Exchange Recharge Interest and all damages costs charges suffered sustained or incurred or to be suffered sustained or incurred by reason of the nonpayment or nonacceptance of the same bill thus done & protested at Fort George Apd. the day & year last above written /—

[illegible]

[illegible]

(Indorsed) Pay the contents to Bunderum Chelmiah or order Ulhery
B. Chelmiah

On this 5th day of Sept. in the year of Christ 1884 at the instance of Colla Chinna Sawmy Chitty of Madras Hindoo Inhabitant (the Holder of the bill of Exchange whereof a true copy is above written) I Daniel Neale Not: Pub: by lawful authority duly admitted and sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did present the sd bill of Exchange to Ramah Joeghy at Madras (the Person on whom the same bill is drawn) for his acceptance thereof upon which presentment the sd Drawee refused to accept the sd bill for want of funds in his hands of or belonging to the Drawer wherefore I Notary (at the instance of sd) have protested and do hereby protest the sd bill for the nonacceptance thereof by the sd Drawee and for all Interest charges Expt. occasioned or to be sustained by such nonacceptance thus done & protested at Fort St. George Apd. the day & year above written

(Drawn by Cunnapillai Venkanah on Rama Joeghy at Madras in favor of Mr Cherry or order the 1000 Rs at 25 Ds. Sight)

Be it Known to all Persons by this Public Instrument of Declaration and Protest that on the 3d day of Septr in the year of Our Lord 1804 before me Daniel Neale Notary Public by lawful Authority duly Admitted & sworn & dwelling & practising at Port St George on the Coast of Coromandel in the East Indies Personally appeared Thomas Macneelance Commander & part Owner of the Ship Waldegrave Now laying in the roads of Madras where he arrived on the day of this Instant September from the Port of Calcutta And the said appearer at the aforesaid time & place declared for truth to me Notary as follows that is to say that on Wednesday the 25th day of July last past the said Ship Waldegrave being in thorough & Complete repair good Order & Condition well found in every respect & fit for Sea and having on board a Cargo Consisting of 8750 Bags of Rice & Chests of Gunpowder Tea & Sundry other Articles departed from Calcutta River having a Pilot on Board bound on a Voyage to Bombay and the appearer declared to me Notary that the Pilot quitted the said Ship Waldegrave at the hour of 5 P.M. on the same 25th day of July last the said Ship being then 8½ fathoms Water & experiencing fresh Breezes with Cloudy weather & a very heavy Sea that at the hour of 10 P.M. on the same day owing to the said Ship Pitching very heavy her Main Top Mast was carried away by a violent Jerk of the Sea close to the Cap as were also her Main Top Gallant Mast at the Sheave Hole and the main Top Gallant Yard in the Slings and the appearer did at the time & place aforesaid declare for truth to me Notary that during the first part of the following day Thursday the 26th day of the said month of July the said Ship Waldegrave experienced fresh Breezes with Squalls occasionally and much Rain the weather being Cloudy which was succeeded by a heavy sea the weather wearing a dismal ~~appearance~~ aspect which induced the appearer to hand the Fore & Mizen Top Sails & to strike the fore & mizen Top Gallant Masts and soon afterwards to hand the main Sail & to unbend the Jib & Spanker one pump being Constantly kept going that at noon the wind then being westly (truth) and Sea increased and that there was every appearance of an approaching Gale that at the Hour of 5 P.M. on the last mentioned day the said Ship Waldegrave experienced hard Gales & violent heavy Squalls with much Rain and a Tremendious heavy Sea the Ship labouring much and Shipping heavy Seas which Occasioned the lashing of the Boats & Booms to give way and that the whole went to Leward the said Ship being at that time 6 or 7 Sheaks in the Deck under Water that being thus Circumstanced the appearer found it necessary to Cut the small Bower Cable & Shank Painters and Stoppers of the Lee Anchors in order to ease the Ship that the Stream Anchor went but that the flues of the small & Spare Bower being inside the Gunnel the appearer found it impossible to get them over the Side and the appearer further declared to me Notary that he then immediately wore Ship and that in doing so the fore Sail and fore Top main Stay Sail were both by the Severity of the Gale blown to Pieces that the appearer at length succeeded in wearing Ship and hove to under the mizen Stay Sail and that he was obliged to heave several Spars over board in order to clear the deck that the Sea then made a fair breach over the Ship and that a great quantity of water by that means got down at all the Hatchways which rendered it necessary to keep one Pump Constantly at work and that one of the Pumps was Choaked and the appearer further declared to me notary that he the appearer finding the water gain on the Pump which was at work he the appearer then began to heave some of the Cargo over board to lighten the Ship but that the Sea Continuing to make a fair breach over her he found it impossible to keep the Hatchways and that they were in Consequence battened down. That the appearer afterwards made a similar attempt to throw over board a part of the Cargo but without success for the reasons before stated that at day a light the following morning the appearer was enabled to unlay the Fore and after Hatchways and that he then gave Orders to his People to throw over board a part of the Cargo in doing which they were employed four hours that is to say from the hour of 5 A.M. until the hour of 8 A.M. of Friday the 27th day of the said month of July and the appearer further declared to me Notary that during the greater part of the said four hours both the Pumps were compleatly Choaked up and unless that at 8 o'clock A.M. on the last mentioned day the appearer got the Starboard and at 9 o'clock A.M. of the same day the larboard Pumps to work then being at that time 3½ feet of water in the hold of the said Ship and that the Ships Crew were again employed throwing over board part of the Cargo as also Spars Fire wood Lascars Chests and other articles which could be most readily got at the moment in order to clear the deck and that they were so employed until noon on the same day Friday the 27th day of the said month of July the two Pumps being Constantly kept going that about the last mentioned period one Lascar belonging to the Ships Company was found dead under the Rigging and Sails and the appearer expressed to me notary his belief that the said Lascar lost his life in consequence of the Ship taking a sudden

heavy Surfs That at Noon on the last mentioned day the said Ship Waldegrave experienced Strong Gales with very heavy Squalls & a confused Sea with Rain and That about that period one Lascar was missed its being concluded by the appearer and his officers that he must have been washed over board in wearing Ship and the appearer further declared to me Notary That during the following day Saturday the 28th. Day of the said Month of July the said Ship Waldegrave Continued to experience the like weather as on the preceding day and That the appearer in consequence found it still necessary to avail himself of every opportunity afforded him of Keeping the Hatches open to throw more of the Ships Cargo over board That the said Labourers greatly and That both pumps was constantly at work during the greater parts of Saturday the 28th. Day of the said month of July the water gaining at times on one Pump and the Sea Continuing to make a breach over the Ship and the appearer further declared to me Notary that on the following day Sunday the 29th. day of the said month of July the said Ship experienced Hard Gales & Cloudy weather with heavy Squalls at times and to make a great deal of water which rendered it necessary for the appearer to order more of the Cargo to be thrown over board and to keep one Pump going the other having been found to lie again in a useless State and Chocked up That at the hour of 3 P.M. on the last mentioned day it was discovered That the Tanks Scuttle where the greater parts of the Fresh water on board the said Ship was Kept was broken and That the Salt water having by the means aforesaid Communicated to the fresh the latter was rendered unfit for use and the whole was in consequence thrown over board and That it was further discovered That both the boats and the Rigging Sails and Stores of the Ship were greatly damaged and the appearer further declared to me Notary That about the hour of 5 A.M. on the said 29th. Day of July the Gales Moderated and That during the time it so lasted according to the best of the Recollection of the appearer about 1800 Bags of Rice or thereabouts were thrown over board and That he the appearer and his officers did consider it absolutely necessary so to do in order to ensure the safety of the said Ship and the lives of the people on board who in the opinion of the appearer and his officers must otherwise as well as the said Ship have inevitably perished and the appearer further declared to me Notary That by the winds and weather aforesaid the said Ship suffered greatly in her upper works yards Masts Rigging Sails and Stores of every discription and That the said Ship being in such a distressed condition he the appearer with the advice of his officers resolved on proceeding to the Port of Madras for the Purpose of taking in a fresh Supply of Water And to get the said Ship fitted in a proper State and Condition to prosecute her intended Voyage to Bombay but That the said Ship was driven considerably to the Eastward during the aforesaid boisterous and tempestuous Gales of wind and having afterwards experienced light and baffling winds the Passage to Madras was greatly retarded and the appearer further declared That on the 32nd. day of August now last past the said Ship Waldegrave arrived off Bimlipatam at which time there being only 6 tons of water on board and it being absolutely necessary to have the Masts of the said Ship Secured So enables her to carry sail he the appearer Judged it advisable for the Interests of all parties concerned to bring the said Ship to an Anchor there which he accordingly did That the said Ship Remained at Anchor at Bimlipatam ___ days the whole of which time was necessarily employed in taking in water and putting her into the best possible State to prosecute her Voyage That the said Ship Sailed from Bimlipatam on Saturday the 38th. Day of the said Month of August and arrived in Madras Roads as before related without any particular occurrence on last the day of this instant September and the appearer declared to me the Notary That by reason of all and singular the before mentioned Premises he the appearer had reason to apprehend That the remaining Cargo now on board the said Ship must have suffered damage from the Seas and That the said Ship must have suffered very considerably in her Tackle apparel Rigging and Furniture and the appearer did at the time and place first herein before mentioned produce to me Notary the Log Book of the said Ship Waldegrave containing a details of the Damages and Loss occasioned to the said Ship by means of the winds and weather aforesaid and the particular Accidents attending the same and did before me Notary testify and declare That the several circumstances therein recorded were faithfully truly related according to their actual occurrences from which Log Book I have at the desire of the appearer Extracted such and so many particular facts as most materially concerned the purpose of him the appearer to declare before me Notary and I have also at his desire subjoined to this my Public act and made a part thereof true Copies of such entries which I do certify and attest to be faithfully ~~true~~ Extracted from the original Log Book and the said appearer did declare and solemnly affirm before me Notary That all such Damages and Loss as the said Ship may have suffered in her Hull Tackle apparel or Furniture or in respect to her said

said Cargo And all diviations (if any) from the direct Course of her Voyage were wholly occasioned by the winds and seas and not by or thro. the act default or neglect of him the appearer or his officers or crew as would also in part appear by the Testimonial entered in the said Log Book signed by the several Persons whose names appear thereunto subscribed and of which I have also added hereunto a true & correct Copy and for all and every the matters aforesaid as declared and confirmed for truth before me Notary the Appearer did on behalf of himself and the Owners of the said Ship desire to Protest and accordingly he doth solemnly by these Presents Protest against the winds & seas aforesaid for all losses and damages whatsoever that shall or may appear to have been sustained by the said Ship Waldegrave her Tackle apparel or furniture or the Goods of her Loading or any part thereof and for all Charges & Expences already incurred or expended or to be paid expended or bestowed by reason or means of or in any wise accident to the several matters aforesaid or any of them and also for all and every other cause matters & thing whatsoever which he the appearer can may or ought to Protest for or against in or about the Premises and the appearer did desire of me Notary this my Public Act in Evidence of the Premises To the intent that the same may be availing in the manifestation and recovery of all such damages losses costs charges & Expences in time and place Convenient from such Person or Persons as the aforesaid Premises do Concern Wherefore I Notary gave Granted these Presents under my hand and Seal of office at Fort St. Geo. aforesaid this day of September in the year of Christ 1804 In the presence of

of and of

witnesses thereunto required.

H	K	F	Courses	Winds	Remarks Wednesday 25 July 1804
1				W.S.W.	Fresh Breezes & Cloudy Wr.
2					
3					
4					
5					
6	3	6	S.S.E.	Vble	at 5 the Pilot left the Ship in 8½ fathms.
7	3	6	–	–	
8	4	–	S.b.E.		Fresh Breezes & Cloudy with a very high sea
9	4	–	–		
10	4	–	–	–	at 10 the Ship Pitching very heavy the main Top mast went by a
11	3	–	South	W.S.W.	violent Jerk of the Sea close to the Cap the main T.G. mast at the Sheave hole for the Haul yards & the main T.G. yard in the Slings
12	3		–	–	employd clearing the wreck – This Log contains 12 hours to commence Sea Log –
					Thursday 26th July 1804.
1	3	2	South	W.S.W.	Fresh Breezes & Squally Cloudy with a Good deal of Rain –
2	3	2			
3	3	–		–	Employd clearing the wreck & Getting up another Top mast –
4	3	–	S½W.	–	
5	3				Dwr Down F & mizz T.G. yards –
6	3	–	–	Vble	
7	3	–			
8	3	2		–	Squally –
9	3	2			
10	3	–	South	–	In 1st Reef F & mizz Top Sails –
11	3	–			
12	3	–		West	
1	2	4	S½E.	W.b.S.	A Fresh Breeze & Squally with a Confused Sea –
2	2	6	So.	–	
3	3	–	S.b.W.½W.	–	Fresh Breezes & hard Squalls with rain & Lightning In 2d Reef F & mizz T.S.ls
4	2	2	–		
5	3	–	S.b.W.	–	A Day light a heavy sea & the Wr. wearing a Dismal
6	3	–			aspect Handed yr. F & mizz T.S.ls & Down F & mizz T.G. masts –
7	2	4			
8	2	4			
9	2	4			Handed the main sail unbent yr. Tile & Spanker At noon
10	2	4			wind & Sea increasing & every appearance of an approaching
11	3	2			Gale –
12	3	2			These last 4 hours kept one pump constantly Going –

No Obs.

H	K	F	Courses	Winds	Friday July 27th 1804
1	2	1	South	W.S.W.	Fresh Gales & very heavy Squalls with a heavy Sea
2	2	1			Blowing very hard & heavy Gusts —
3	2	2			
4	2	2			Throughout these 4 hours 1 Pump constantly going —
5	2	1		more ship	Excessive hard Gales & violent Squalls with much rain & Tremendious
6	up	N.W.b.W.	off	N.W.b.N.	heavy Sea the Ship labouring much & Shipping heavy Sea the Lashings
7	to	N.W.b.W.	do		of the Boats & Booms gave way & the whole went to Leward of which
8					time she was to out Sheaks of the Deck under water Cut the small Bower
9					Cable & Shanks Painters & Hoffers of the Lee Anchors in order to ease ship the
10					Sheers and so went both the Blues of the Small Bower & Spare D.o being inside the Gunnel
11		do	-	do	could not get them over the Side immediately Put more Stick in mizzen Stick the
12					Fore Sail & Fore Stay & the Jeathe blew to Pieces got the Head round & Hove too under
					the Mizzen Stay Sail Hove Several Spars over board to clear the Deck the Sea making a fair
					Breach over the Ship & great Quantity of water going down at all the Hatch —
					ways Kept one Pump Constantly at work the other being chock'd the water gaining
					on the Pump began to heave Cargo over board to lighten the Ship but the
					Sea breaking entirely over the Ship found it impossible to keep the Hatchways
					open Battened them down —
1					Do.r Kept one Pump constantly going the other still chock'd
2	up	N.W.	off	N.N.E.	
3					
4					These last 4 hours excessive hard Gales with very heavy Squalls & Tremendious
5					heavy Sea. —
6	do		do		The water gaining on 1 Pump unlaid the Fore hatches to heave Cargo over
7					board but found it impossible to Keep them open on account of the heavy Sea
8					breaking over her at Day light the m looked Dismals unlaid the Fore Hatchway
					& hove Cargo over board at which time the Pumps were both chock'd employ'd
					all this watch heaving Cargo over board. —
9	do		do		At 8 left the Hatches & got the Larboard Pump to work there being 3½ feet
10					water in the hold employ'd till noon heaving Cargo Mars Fir wood & Lascars
11					Shifts &c over board to clear the Decks Kept the Pumps constantly going
12					Found 1 Lascar Dead (and) under the Rigging & Sails when the Ship took a
					heavy Lurch) at noon Excessive Strong Gales with very heavy Squalls & a
					Confused Sea with rain 1 Lascar Missing Supposed to have gone over
					board in mizzen Ship. —
					Saturday 28th July 1804
1				S.W.b.W.	
2	up	N.W.b.W.	off	N.W.b.N.	Excessive Strong Gales with very heavy Squalls & a Confused Sea the
3					Ship Still making a great Quantity of water over all employ'd heaving
4					Cargo over board & constantly at the Pumps —
5					
6		do		do	Do.r with rain People constantly at the Pumps & heaving Cargo over board
7					
8		do		do	Hard Gales & heavy Squalls the Ship still making a great deal of water
9					kept the pumps Constantly at work.
10	up	N.W.b.W.	off	N.W.b.N.	
11					Violent Strong Gales & Excessive heavy Squalls with Rain &
12					heavy confused Sea the Ship making a deal of water
					over all kept the pumps constantly at work

H	K	F	Courses	Winds	
1					
2					Do.r the Larb.d Pump being choked off Hatches & hove Cargo
3	up	N.W.b.W.	off	N.W.b.N.	over board —
4					
5					
6					Strong Gales & hard Squalls the water gaining on 1 Pump
7	do	—		do	continued heaving Cargo over board —
8					
9					Do.r with an excessive heavy Swell the Ship still labouring
10					a Great deal Continued to heave Cargo ~~over~~ at the times
11	do	—		do	we could Keep the Hatches off at noon Do.r
12					
					Sunday 29th July 1804.
1				S.W.b.W.	
2					Hard Gales and Cloudy with heavy Squalls the Ship making a Great
3	up	N.W.b.W.	off	N.W.b.N.	deal of water over Hatches hove Cargo over board Kept 1 Pump
4					Constantly going the other still Chock'd —
5					
6	do	—		do	The Gales still increasing Continued to heave Cargo over
7					board & the Pumps at work —
8					Do.r the Pumps Constantly at work —
9					
10	do	—		do	Hard Gales with very heavy Squalls the Pump
11					still at work. —
12					
1					
2					Do.r the Pumps constantly at work —
3	do	—		do	
4					A.m the Carb.n Seattles having got broke found the water —
5					in it quite Late Empt.d Pumping it —
6					
7	do			do	At Day light more moderate & the Sea much fallen Employed
8					clearing the Pumps wells of Rice both Pumps being Chocked
9					both Boats stove very badly the Rigging Sails & Stores of the Ship
10					greatly injured & we are clearly of Opinion that the Cargo must
11	do	—		do	be very Materially Damaged as well as the Ship much Strained
12					in her upper works from the violence of the late Gales &
					we do now declare that whatsoever loss may arrive either to
					the Ship or Cargo is Solely & entirely owing to the violence of the weather
					Found 2 of the Larb.d Fore Chain plates broke —
					Rich.d Peterson
					Jn.o Lay Alex.r Aichert.
					At noon Do.r Bent the Fore Sail Set at the P.M. Employ'd Rigging
					employ'd getting the Ship to Rights & otherwise as most
					needful —

Thomas Macneelance Commander and part Owner of the Ship Waldegrave mentioned in the Public notarial act hereunto Annexed and Officer of the said Ship Severally make Oath & Say that the Contents of the same Public act & the matters of fact detailed in the Extracts from the Log Book of the said Ship Waldegrave and also in the Declaration thereunto Subjoined are respectively true. —

Fort St. George this day of Sept. 1804 Sworn by both Deponents before me —

On the 10th day of July in the year of our Lord 1804 At Madras on the Coast of Coromandel in the East Indies I Daniel Neale Notary Public by Lawful Authority duly admitted Sworn and dwelling and practising at Fort St. George Madras aforesaid upon the instance of Messrs Adrian John and Lewis de Bries of Madras Merchants and Copartners (the Payees and Holders of the four several original bills of Exchange whereof respectively true copies are above written) Did present to Edward Watts Esqr. a Copartner in the house and firm of Messrs Chase Chinnery McDonald & Company of Madras Merchants & the Person on whom the same respectively are drawn the said four ~~several~~ original bills of Exchange Severally and did then and there request the Sd Edward Watts to accept every of the Sd bills upon which presentment the Sd Edward Watts refused to accept all and every of the same bills in the reasons which he had on the day next before the Sd 10th day of July and by letter addressed

to the Hon.ble Proctor Adrian John Lewis de Pries
aforesaid — And the same Letter under the Signature
of the Hon.ble Edward Watts and bearing date the
9.th day of the Month of July (wherein been on
the 10. day of July produced Delivered by
the Hon.ble Adrian John Lewis de Pries to me Notary
wherein been & thereunto annexed at the foot of a
Notarial Act made by me Notary bearing even
the same 10. day of July by reason of which
the Transcription & Substance thereof is required)
I have transcribed also at the foot of this
my Notarial Act —

And on this 11.th day of September
Month aforesaid in the said year of our Lord 1804 —
(on which day by the Testimony aforesaid four Bills of
Exchange by Reputation of Merchants to be
negotiation to the abovementioned Hon.ble Edward
Watts became due and fully Payable) I
Notary did again present the originals aforesaid
four bills of Exchange annexed (which are
respectively truly above transcribed) to the said Edward
Watts for payment of the contents & all Monies
therein expressed & over & above separately
upon which last mentd Presentment the said
Edward Watts refused to pay the Contents of
every one of the said Bills for the reasons which
he had before assigned Wherefore I Notary at
the instance aforesaid Have protested and by
these Presents Do protest against the Drawers
of the same four bills of Exchange and against
all other persons whom it may concern for the
Non-payment of the said four bills of Exchange

respectively and for Exchange Re-exchange
and all Charges Damages and Expences occasioned
or sustained or to be occasioned or suffered by
reason of the Non-payment of the same Bills or
of any or either of them Thus done & protested
at Fort St. George Madras the 14.th day of
Sept.r in the year of our Lord 1804 —

(Triplicate) Ex.a for £ 827.. 24.. 80. London 4.th Jan.y 1804.

Sixty days after sight of this my first of Exchange (Second
third & fourth of the same Tenor & Date unpaid) pay to
Mess.rs Chase Chinnery & Donalds or order the Sum of
Eight Pagodas Eight hundred twenty seven Twenty four
fanams and fifty Cash Value Rec.d Received from Mess.rs
Bruce de Donthein & Co. in Pounds Sterling Three Hundred at the
Exchange of 7/3 Sterling per Pagoda which place to account
with or without further advice.

G. Saxon

To W. J. Brason
Madras

On the 13.th day of September in the Year of our Lord
1804. at the Request of Mess.rs Chase Chinnery & Donalds
& Co. the Holders of the original Bill of Exchange whereof a
true Copy is above written I Daniel Neale Notary Publick
by lawful authority duly admitted & sworn & dwelling
& practising at Fort St. Geo.e Madras on the Coast of Coromandel
in the East Indies did present the original Bill of Exchange
of which the foregoing is a true Copy unto John Brason Esq.r
Madras Shipkeeper the Drawee & Acceptor of the said Bill of Exchange
at his usual place of Business in Madras aforesaid for the Payment of
the same Bill according to his Acceptance thereof upon which
Presentment the said John Brason wholly refused to pay the
same Whereupon I Notary at the Request aforesaid have
Protested and by these Presents Do Protest against the Drawer of
the said Bill of Exchange and against the said John Brason the Acceptor
thereof and all other Persons whom it may concern for the
Non-payment of the said Bill of Exchange and for Exchange Re-exchange
Interest and all Charges Damages & Expences occasioned & suffered
& to be occasioned & suffered by reason of the Non-payment of the
same Bill and Protested at Fort St. Geo.e Madras the 14.th day of
September and Protested in the year of our Lord 1804 —

Star Pags. 150.

Madras 9th Augt 1804.

Fifteen days after sight please to pay to Mr. James Dobbin or Order the Sum of One hundred and fifty Star Pagodas and place the same to the account of

Ship Mary

To

Avm. Paupeah Brammey

20th. August 1804. Accepted

Your Obedt.

John Fitz Jefferies

A Paupia Bramy.

(Indorsed) J Dobbin.

In the Vice Ad. Court of Admiralty the Petition of Mr. James Dobbin Master and Owner of the Ship or Vessel called the Mary now lying in the Road of Madras (whereof one Jno. Fitz Jefferies is at present Master) humbly sheweth that your Petitioner did on the 20th. day of August 1804 at the request of Avdeazun Pauliah Brammey the Agent for the Owners of the Cargo on board the said Ship Mary bound from Madras to Tuticorin sign Bills of Lading for the Cargo on board the said Ship Mary amounting to the Sum of Star Pagodas One thousand Seven hundred and Seventy Eight and 1/2 (Star Pags. 1778 1/2) and that your Petitioner did on the 21st. day of August 1804 deliver the said Cargo on board the said Ship Mary to the said Jno. Fitz Jefferies the Master thereof to be carried to Tuticorin aforesaid and there delivered to the said Avdeazun Pauliah Brammey or his Assigns he or they paying Freight for the same at the rate of Star Pags. 3 per Candy and primage and average accustomed as by the Bills of Lading signed by your Petitioner and now produced and shewn to the Court will more fully appear. That your Petitioner hath not received any part of the said Freight and that the said Avdeazun Pauliah Brammey refuses to pay the same. That the said Ship Mary is now lying in the Road of Madras ready to proceed to Tuticorin aforesaid with the Cargo on board her. That your Petitioner is informed that the said Avdeazun Pauliah Brammey intends to proceed to Tuticorin aforesaid in the Ship Mary and to take the Cargo on board the said Ship Mary from Tuticorin aforesaid to Madras and that your Petitioner is apprehensive that the said Avdeazun Pauliah Brammey will not pay the Freight for the said Cargo from Madras to Tuticorin aforesaid unless he is compelled to do so by the Decree of this Court. That your Petitioner is desirous that the said Avdeazun Pauliah Brammey should not proceed to Tuticorin aforesaid in the said Ship Mary and take the Cargo on board the said Ship Mary from Tuticorin aforesaid to Madras without paying the Freight for the Cargo on board the said Ship Mary from Madras to Tuticorin aforesaid

Star Pagl. 150

Madras 9th Augt 1804

Exch.r £ 1,201.17.10 @ 7/4 P Pag.a

At sixty Days sight Pay this first of Exch.e to the Order of John DeFries Esq.r one thousand two hundred & one Pounds Seven Shillings & Ten pence at Exchange Seven Shillings & Four pence Per Pagoda value receivd. which place to account £M as advised —

Edmund Bechem & Co.

To Edward Watts Esq.r
at Messrs. Chase Pinnery McDonald & Co.
Madras

Know all Men by these Presents That I Edward Watts of Madras Merchant am held and firmly bound unto John DeFries of Madras Merchant in the Sum of Two thousand Pagodas of the Star of Pegu to be paid to the said John DeFries his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this 9th Day of August in the Year of our Lord One thousand eight hundred and four.

The Condition of the above Obligation is such That whereas the above bounden Edward Watts hath this Day drawn a Bill of Exchange upon Messrs. Chase Pinnery McDonald & Co.s Merchants in Madras for the Sum of One thousand two hundred and one Pounds Seven Shillings & Ten pence Sterling at Sixty Days Sight in favour of the said John DeFries or Order for Value received as by the said Bill of Exchange now remaining in the Hands of the said John DeFries may appear Now if the said Edward Watts his Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said John DeFries his Executors Administrators or Assigns the Sum of One thousand two hundred and one Pounds Seven Shillings & Ten pence Sterling aforesaid at the Expiration of the said Sixty Days after the Date of the said Bill of Exchange without any Fraud Deceit or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sealed & Delivered
in the Presence of
Edward Watts

Know all Men by these Presents That I Edward Watts of Madras Merchant am held and firmly bound unto John DeFries of Madras Merchant in the Sum of Two thousand Pagodas of the Star of Pegu to be paid to the said John DeFries his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this 9th Day of August in the Year of our Lord One thousand eight hundred and four.

The Condition of the above Obligation is such That whereas the above bounden Edward Watts hath this Day drawn a Bill of Exchange upon Messrs. Chase Pinnery McDonald & Co.s Merchants in Madras for the Sum of One thousand two hundred and one Pounds Seven Shillings & Ten pence Sterling at Sixty Days Sight in favour of the said John DeFries or Order for Value received as by the said Bill of Exchange now remaining in the Hands of the said John DeFries may appear Now if the said Edward Watts his Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said John DeFries his Executors Administrators or Assigns the Sum of One thousand two hundred and one Pounds Seven Shillings & Ten pence Sterling aforesaid at the Expiration of the said Sixty Days after the Date of the said Bill of Exchange without any Fraud Deceit or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sealed & Delivered
in the Presence of
Edward Watts

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Sealed & Delivered
in the Presence of
Edward Watts

Madras 9th Augt 1804.

Be it known to all Persons by this Public Notarial act that on the 25th day of Septr in the year of Christ 1804 before me Daniel Neale Notary Public by Lawfull authority duly admitted and sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies personally appeared Francis Xavier Simos commander of the Portuguese Ship Speke now Lying at Anchor in the roads of Madras where she arrived on the 13th Day of September Instant from Lisbon but last from Rio de Janeiro And the said Appearer at the time and place aforesaid did declare for truth to me Notary that the said Ship Speke under the Command of the appearer sailed from Lisbon on the 1st day of May last bound on a Voyage to Rio de Janeiro Madras and Bengal That on the 19th day of this present Month of Septr he the appearer was in perfect readiness to prosecute his said Voyage to Bengal and that he did accordingly on the last mentioned day apply for & obtain from the Custom House at the Port of Madras aforesaid a Port Clearance for the said Ship Speke That the Appearer on the 21st day of the said Month of September did apply at the Master Attendants Office for a Boat to proceed to the Said Ship Speke and for that purpose did produce and shew to the Deputy Master Attendant this port clearance but that he the Appearer was then informed by the said Deputy Master attendant that the Port Clearance so obtained by the appearer as aforesaid would not do and that a general Embargo had by order of the Govt of Fort Saint George been imposed on the 20 day of the said Month of September and further that the said Deputy Master attendt took from the appearer his said Port Clearance which he referred to restore to the appearer and the said ship Speke under the Command of him the Appearer being detained in the Roads of Madras by the means & in manner aforesaid whereby the appearer apprehends the object of his Employers may be defeated & the intended Voyage Lost, he the appearer was therefore desirous on behalf of himself & his owners of Protesting agt the said Govt of Fort St George and against all other Persons & persons who it doth or may concern in consequence of such detention of the said Ship Speke in manner before Stated. Wherefore I Notary at the Instance & request of the said Francis Xavier Simos the Appearer do hereby solemnly Protest against the said Govt of Fort Saint George and such Officers and Servants of the said Govt as the Premises aforesaid do concern by reason and on Account of the detention of the said Ship Speke in the roads of Madras as aforesaid after the said 19th Day of Septr instant being the day on which the said Ship Speke was ready to take her departure from Madras in Prosecution of her Voyage to Bengal as aforesaid and also against all liability or responsibility of the said Francis Xavier Simos the appearer for any damage which shall or may happen to the said Ship Speke her tackle apparel & furniture and the Goods of her lading by means of such her detention as aforesaid.

In Faith and Testimony whereof I Notary have hereunto set my hand and affixed my Seal of Office in Fort Saint George aforesaid this 26th Day of Septr in the year of Christ 1804.

By this Public Instrument of Declaration and Protest Be it Known unto all Persons that on Monday the Twenty fourth day of September in the year of Christ One thousand eight hundred and four Before me Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies at my office in Fort St George aforesaid appeared Personally William Hammon late first Officer of the Ship Lucy maria belonging to the Port of Calcutta of the Burthen of 750 Tons or thereabouts and at the time and place aforesaid the said appearer did make Known and declare for truth to me Notary as followes that is to say that the said Ship Lucy maria under the Command of Captain Walter Dawes now deceased whom the appearer declared was also a Part Owner of the said Ship being tight Staunch Strong and in good Order and Condition departed from Saugor Roads on the 2d day of November last bound on a voyage to China the said Ship having on board as Cargo of about 1150 Bales of Cotton and 2800 Bags of Rice and sundry other Articles and the said

Notary that at the time of the before mentioned departure of the said Ship Lucy-
Maria from Sangur roads she had on board as Compliment of 109 men including
Captain and officers all of whom were then in apparent good health and perfectly
Competent to Navigate the said Ship to her destined Port in China And the appear
further declared for truth to me Notary that the said Ship Lucy maria
Continued to prosecute her said Voyage Successfully and without any remarkable
occurrence having experienced moderate but unsettled and very rainy weather
Until Friday the 11th day of Decr 1803 on which day many of the Crew
Complained of a Swelling in their Legs and in different parts of their bodies which
the said Walter Dawes and others on board the said Ship concluded to be the
Scurvy and attributed the same to the heavy Rain which the said Ship Experienced
almost incessantly since the 11th day of Novr preceding and the appearer declared
that as well by reason of such incessant Rains as also by the frequent Swells
the said Ship had encountered the Sails of the said Ship were so early in the said
Voyage as the 19th Decr entirely split and worn to Pieces and that he the appearer
in the Course of his professional experience had never met with the like disagreable
weather or seen Sails so much worn in the same period of time and the appearer
further declared that at day light on the morning of the 25th day of the said
Month of Decr the said Ship Lucy Maria made the Island of Java on
Sunday the 25th day of the said Month of Decr the Island of Nasau Baron
and that on the following day the said Ship owing to a Strong Current Setting
in was driven thro the Straits of Lombock that the said Ship in her Passage
thro the Straits of Lombock proceeded between the Island Called the Pertelions
and the Sambawa Shore and thence round the Paternaster Island as far as the
Celibes Islands and that the said Ship Lucy Maria anchored on the 31st day of
the said Month of Decr at the South end of the last mentioned Islands and on
the following Morning proceeded to the Straits of Salar and the appearer
further declared to me Notary that on or about the last mentioned day the
same Sickness with which the Crew of the said Ship had been partially
afflicted previous thereto became more General and that between twenty
and thirty of the Crew were seized with as similar Sickness attended with
the same Symptoms and Circumstances on the said last mentioned day
insomuch as to be altogether incapacitated for any duty whatever and
that the Symptoms before related by the appearer were succeeded by
a total Stoppage of urine a difficulty of breathing and voiding of
large white worms which with a very few exceptions proved fatal
in every instance and the appearer further

That the said Ship proceeded from the Straits of Salar between the Islands and
Shoals of the Solom Bolseys and the Island of Boreton to the Eastward of Celebes
and up to the Gilolo Sea and the appearer further declared to me Notary that
about the period of the arrival there of the said Ship Lucy Maria about 1/3 of the
Crew of the said Ship had been buried since the Sickness before related first
prevailed in the Ship and the appearer further declared that on the 19th day of
January more than one half of the said Ships Company were incapacitated from
doing any duty whatever on board the said Ship by reason of the Sickness before
with which they had been previously Seized and that on the 25th day of the said
Month of January there was not person on board Capable of steering the said
Ship but two Midshipmen and two Lascars all the Seamanys being Sick and the
appearer further declared for truth to me Notary that on mustering the Ships
Company on the following day Thursday the 26th day of January at the hour
of 8 P.M. there was not a Sindal Lascar or Sea Gunny belonging to the said
Ship who was not more or less affected with the before mentioned Sickness except
the Syrang who was also ill of a different disorder and that on the last
mentd day and at the time of mustering the said Ships Company as aforesaid
there were not ten Lascars Capable of doing any duty And the appearer further
declared to me Notary that in Consequence of such mortality on board the said
Ship Lucy Maria and the almost certainty that the before mentioned Disorder
would prove fatal to all such of the said Ships Company as were Seized
with it (a belief which experience had fully justified) the said Walter Dawes
on the last mentioned day held a Consultation with the appearer and the other
Officers of the said Ship as to the proper Steps to be taken to ensure the
Safety of the said Ship And the appearer further declared to me Notary
that the result of such Consultation was and that it was unanimously
agreed between the said Walter Dawes and his said officers that in the
then situation of her Crew the said Ship Lucy Maria must inevitably
be driven on Shore for want of a sufficient number of hands to
work her and therefore resolved to bear up for the nearest Port as
the only means of Saving the said Ship and the lives of the Survivors
on board And the appearer further declared to me Notary that the
said Ship was then about 4 Degrees to the Northward and Nearly
in the Longitude of Amboyna which was the Nearest Port and

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appearer further declared that it was immediately resolved by the said Walter Dawes to bear up for Amboyna no account however having reached the said Walter Dawes or any Person on board the said Ship that Hostilities had recommenced between the English and the Dutch either at the period of the departure of the said Ship Lucy Maria from Saugur Roads on the said 2d day of November or at any subsequent period of the Voyage as the appearer most solemnly asserted and declared for truth before me Notary and that the said Walter Dawes and the appearer and every other Person on board the said Ship were wholly ignorant thereof and the appearer further declared to me notary that on Tuesday the 31st day of the said Month of January the said Ship Lucy Maria came to off Amboyna under her Top Sails and Mizen and Fore Top Mast Stay sails the said Ship having been for the last 24 hours preceding her Making the said Port almost entirely worked and navigated by the said Walter Dawes his officers and the Servants who were about 11 in number And that the said Ship Lucy Maria hoisted a Signal for assistance on going into the harbour And the appearer further declared that immediately on the said Ships Coming to an anchor in the Harbour of Amboyna a Guard of about 40 Dutch Troops came on board the said Ship Lucy Maria as also a Party of about twenty Dutch Seamen under the Command of a Lieut. of a Man of war all of whom as well Soldiers as Sailors were armed and the appearer further declared to me Notary that the said Walter Dawes being surprized and Confounded at seeing so many people came on board the said Ship enquired of the said Lieutenant if there were war between the English and Dutch who answered in the Negative but told the said Walter Dawes that they came on board to prevent any Smuggling And the appearer further declared to me notary that the said Walter Dawes was Shortly after ordered to proceed on Shore to the House of the Governor who told the said Walter Dawes on his arrival there (as the said Walter Dawes did since inform the appearer) that he had received Orders from Batavia to lay an embargo on all Ships under the British Flag until he received official News of the war from thence and that in the mean time one of the Officers belonging to the said Ship Lucy Maria was to remain on board to prevent any thing being embezzled by the Dutch And the appearer further declared ~~to me notary~~ that the Survivors of the Crew of the said Ship were soon after the said Dutch Troops and Seamen came on board sent on Shore to the Hospital many of whom shortly after died there and the appearer further Declared to me notary that after the said Ship had been under an embargo for about 2 Months and seven days in the Course of which time all her [illegible] to Struck

and her Rudder unshipped to prevent the possibility of her leaving the Harbour and putting to sea she was seized together with the whole of her Cargo as lawful Prize by the Dutch Court at Amboyna Intelligence having been previously received there from Batavia of a war between England and the Dutch Republic and that the Dutch Flag was displayed over the English Ensign on the 7th day of April last and that on the 13th day of May following the said Ship was Condemned and the appearer at the time and place aforesaid did Solemnly declare to me notary that the Seizure and Subsequent Condemnation of the said Ship Lucy Maria by the Dutch was Solily and exclusively occasioned by the great Mortality on board the said Ship as before related by the appearer to me Notary which rendered it necessary on account of the inadequate Number of the Crew who were Capable of navigating the said Ship to bear up for the nearest Port in order to ensure the Safety of the said Ship and prevent her being driven on Shore and to preserve the lives of the few Survivors on Board and the appearer did at the same time and place declare to me notary his firm and decided belief that the said Ship Lucy Maria must have driven on shore in case she had remained at sea six days longer And the appearer did utterly and totally disclaim and disavow any manner of default or neglect or want of due precaution on the part of the said Walter Dawes or of his officers or Crew as regarding the Loss of the said Ship Lucy Maria but attributed such loss to the act of God only And the appearer further declared to me notary that about 5 days after the Condemnation of the said Ship Lucy Maria the said Walter Dawes applied to the Government of Amboyna for Permission to proceed to Batavia on board a Dutch Brig bound to that Port which Permission was Granted That the said Walter Dawes accordingly embarked on the said Brig accompanied by Richard Dawes the third officer of the said Ship Lucy Maria and John Tree the Gunner of the said Ship and the appearer further declared that by the permission of the Dutch Government of Amboyna he the appearer Accompanied by William Feltham Charles Amos and Thomas Sexton Midshipmen George Deal Captains Steward Bartholemew Dwyer Captn. Servant and Moosar a Syrang all belonging to the said Ship Lucy Maria left Amboyna on the 4th day of July last on a Dutch Brig bound to Batavia and that the second officer was not allowed by the Dutch Government to proceed there being ordered by the said Government to remain behind to attend upon the Sick and the appearer further declared to me Notary that he and the several other Persons before mentioned arrived at Batavia on the 11th day of August last where the appearer met with the Captain of the Dutch Brig on which the said Walter Dawes Richard Dawes and John Tree had embarked at Amboyna and that the said Captain did acquaint the appearer that the said Brig had been wrecked on her Passage to Batavia and that the said Walter Dawes and Richard Dawes had died at Macassar where they had arrived in a Malay Prow from the Wreck of the Brig and that the appearer was unable to get any Information whatever from the Captain of the said Dutch Brig regard[illegible] Papers belonging to the said Ship Lucy Maria which the [illegible]

Madras 9th Augt 1804

taken with him when he left Amboyna and the appearer further declared to me notary that on the 20th day of the said month of August he the appearer and the several other Persons who accompanied the appearer from Amboyna obtained Permission from the Government of Batavia to proceed on a Danish Ship bound to Tranquebar that he the appearer and the said several other Persons did accordingly Embark on the said Ship that on the Passage to Tranquebar Charles Amos Bartholemew Dwyer and George Deal died of the same Disorder to which the Greater Part of the Crew of the said Ship Lucy Maria had fallen Victims previous to and after the arrival of the said Ship at Amboyna that the appearer and the said William Feltham and Thomas Sexton arrived at Tranquebar on the 17th day of Septr last past and at Madras on the 23d day of the same month In regard to all which premises the appearer did desire to Protest as he doth hereby Solemnly Protest on behalf of the Owners of the said Ship Lucy Maria and all others Concerned) against the Mortality among the Crew of the said Ship and against the Enemy and also against all other Causes of the of the Seizure and Loss of the said Ship Lucy Maria and her aforesaid Cargo for all Damages Losses Costs Charges and Expences whatsoever consequent upon or sustained or to be sustained by reason of the Premises and the appearer did require of me Notary this my Public Act in Evidence of the Premises to the end and intent that the same may serve and be availing as Occasion may require Wherefore I Notary have Granted these Presents under my hand and seal of Office at Fort St George aforesaid the day and year first above written

(Signed) Danl Neale
Notr Pubs (L.S.)
Fort St George

William Hammon late first Officer of the Ship Lucy Maria in the foregoing Public Notarial act mentioned and referred to maketh Oath and saith that the Contents of the same Public act are true

Fort Saint George this 11th day of October 1804 Sworn before me

(Signed) Wm Hammon

(Signed) Walter Grant

William Feltham late midshipmen on board the Ship Lucy Maria in the foregoing Public act referred to maketh Oath and saith that the Contents of the same Public act are true

Sworn by William Feltham in Fort St George this 11th day of October 1804 Before me

(Signed) Wm Feltham

(Signed) W. Grant
Justice of Peace

Thomas Sexton late midshipmen on board the Ship Lucy Maria in the foregoing Public notarial act referred to maketh Oath and saith that the Contents of the same Public act are true in substance and matter of fact

Fort Saint George this 11th day of October 1804 Sworn before me

(Signed) Thos Sexton

(Signed) W. Grant
Justice of Peace

Be it further Known and hereby certified unto all persons whom the matters of these presents may Concern That on the 11th day of October in the year One thousand eight hundred and four at Fort Saint George aforesaid before me Daniel Neale Notary Public whose Signature and Seal of Office are subscribed and set to the foregoing Public act personally appeared William Feltham and Thomas Sexton who severally declared to me Notary that they were midshipmen on board the Ship Lucy Maria which the foregoing public act respects during her Voyage from Calcutta to the port of Amboyna and the period within which the Occurrences hereinbefore detailed are mentioned respectively to have taken place and the said William Feltham and Thomas Sexton did severally to me Notary confirm for truth the matters of fact in the foregoing Instrument set forth and as related to me Notary by William Hammon therein named And I also Certify that on the 11th day of the present month of October the said William Feltham and Thomas Sexton did severally in my presence depose to the truth of the Contents of the foregoing Instrument before Walter Grant Esqre a Magistrate acting in and for Fort Saint George and the Town of Madras and that the

Decr 1803

18th — At 1 P.M: dark cloudy weather and drizzling rain.
At 1 A.M: Squally with rain saw some drift wood & water snakes with large of fish and birds —

19th ..... At 5 P.M: drizzling rain —
At 9 Squally with rain —
At 11 the Sea intirely covered with fish.
At 1 A.M: Hazy with drizzling rain.
At 5 Variable and squally with rain —
From the Continual heavy rain and swell our Sails are intirely split — and wore to pieces — insomuch that I do not ever recollect to have had such disagreeable weather before or Sails so much worn —

20th — At 1 A.M: heavy rain Variable and Cloudy with rain. Vast number of fish about the Ship and birds of the booby kind but different from those we saw last being white with brown on the wings. the others were of a Blackish Colour —
At 8 heavy rain with squalls —

21st ..... At 1 P.M: Strong Breezes and Squally with rain

22d ..... At 1 P.M: very sultry weather a number of Sharks about the Ship —
At 4 A.M: Squally with heavy rain —
At 8 Strong gales Squally with heavy rain —

23d ..... At 2 P.M: heavy rain —

25th ..... At 1 P.M: hard Squalls and heavy rain —

26th ..... At 4 A.M: heavy rain and foggy weather —

28th ..... At 1 P.M: Gloomy drizzling weather with small rain —

29th ..... At 2 A.M: a Shower of rain —

30th ..... At noon departed this life Pedro Paul Lascar —

1804 Jany 4th ..... At 2 A.M: Hard rain —
At 4 Continual rain —
At 6 Continual heavy rain —

11th ..... At ½ past 3 P.M: departed this Life Sylvester Lascar —
At 10 A.M died Enoyd Lascar —
At ½ past 2 A.M: departed this Life Sheak Bower Lascar

17th ..... At ½ past P.M: departed this Life John Williams Seconnie —

18th ..... At 11 P.M: departed this Life Janga Malay —

19th ..... The few of our People that is in a middling state of health employed — Steaming and bathing the Sick in warm water which amounts this day to above half of the Ships Company and all afflicted with the same Complaint a swelling in the feet difficulty of breathing loss of Appetite inclination to vomit — Costive & Suppression of Urine — the swelling ascends from the feet to the trunk of the body th...

At ½ past 6 A.M departed this life Tuckrow Lascar —

1804 Jany At 8 departed this Life Antonio de Cruz — Lascar
At noon departed this Life Berea Malay — Lascar

22d ..... At 3 A.M departed this Life John de Rozario — Loll and Mayo — Lascars —

23d ..... At 1 A.M: departed this Life Buxoo —
At 9 departed this life Abraham Lascar —

24th ..... we find numbers of our Sick to Vomit long white worms from 10 to 15 Inches long —
Departed this Life Aje Manuel Gomez Lascar —

25th ..... No person now to steer the Ship but the two midshipmen and the two Lascars — all the Seconnies being sick —
The people we find, have different disorders among them — most in my opinion seem to be infectious — some with violent pains in the Stomach — light spitting of blood others with the long white worms which take them off in 5 days —
Departed this Life Nassir — Lascar —

26th ..... Departed this Life Paunchoe Bengally
At 8 P.M: on mustering the Ships Company there was not a Tindal Lascar or Seconnie that was not more or less affected with the same disorder — The people are dying off — except the Syrang we are therefore under the necessity of bearing up for Amboyna it being the nearest Port —
At A.M: departed this Life Pedro Joseph Seconnie —
N.B: we have not 10 Lascars capable of doing duty —

27th ..... Departed this life Tyah Carpenters Mate —

28th ..... At 3 P.M: departed this Life Loll Mahomed Lascar —

29th ..... At ½ past 3 A.M: departed this Life Chitpoor Boxoo — Lascar —
At 10 P.M: departed this Life Boxoo — Lascar —

30th ..... At 4 P.M: died Mathew — Topass —
At noon Amboyna open to our view officers Servants together could ~~not~~ but just manage the braces —
At 4 P.M: died Ismael Lascar —

31st ..... From midnight Captain officers and Servts alone employed working the Ship into the harbour under the Top Sails and mizen and Fore top mast stay sails.
At 10 A.M came to off Amboyna in 9 Fathoms — Immediately on anchoring a Guard of dutch troops came on board and took possession of the Ship — Shortly after a party of dutch Seamen came off to moor the ship unbend the Sails &c Sent on Shore some Sails as per a List also a worse part of our Sick to the Hospital —

Feby 1st Sent on Shore the remainder of the Sick and Sails &c —

2d ..... Sent on Shore some of the Captains baggage —

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Madras 9th Augt 1804.

D.o 1803

Febr.y 28th — On the 1st Commenced unlading Ship and Dawes attended at the Church to weigh the Cotton —

Nothing more Remarkable this month —

March — a brig arrived at Batavia with accounts of an armistice in India — and the destruction of Bencoolen by the French —

On the 2d a Dutch Ship arrived with the official accounts of a war between England and the Republick — In consequence received the official Seizure of the Ship on the 4th Instant by proclamation —

This day the dutch Flag was displayed over the english ensign —

24 This evening arrived the Remainder of the Fleet under the Convoy — of 2 Frigates of 30 Guns —

Through this medium at Ceylon has gathered circulation of the evacuation of Molucca by the English —

" On the 30th May at Nefol getting ready to sail for Batavia in a few days Capt.n Dawes wrote into the Government for leave to proceed hither — received an answer neither negative or affirmative but to be settled in Council.

May 13th — Captain Dawes was Summoned to hear the final Condemnation of the Lucy Maria at the Dutch houses — and at the same time she was bought in for the dutch Company at Batavia —

For the part of Captain Dawes to proceed to Batavia the answer was he might go with the two officers he applied for he was likewise permitted to take two or three more whom he pleased —

On the 15th the Council sate again and all were permitted to proceed — to Batavia as follows Capt.n Dawes 3d and 4th officers in the first Vessel — the Chief officer 3 Midshipmen 4 Servants in the next the — 2d officer to remain to take care of the people —

On the 22d went on board Capt.n and Mrs Dawes Mrs Lee to go to Batavia by the Snow Orient — On the 24 sailed the Snow Orient and that night Cleared the Bay — Nothing more remarkable this month

June 24 (at Amboyna) Arrived here the Maria Reisberg Frigate of 36 Guns the Commodore in these Seas with her Crew very sickly She has buried one of her Lieutenants their sickness begins with a swelling in the legs and as sends to the trunks of the body —

July 4 went on board (the Christian Elizabeth) with Mr Feltham Lascars Serang — Sailed the same day at 11 A: M: D got clear of Point Rolland that night in Company with the Ganga Hendrick were Mr Sexton George D.o &c D.o

August 21st Ship Baldar at 3 P.M: weighed at Banda Point towards Tranquebar —

Sept.r 8th Departed this Life Georges Deal Prisoner —

11th Departed this Life Charles Amos Midshipman of the Lucy Maria

I Daniel Neale Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel do hereby Certify and attest that the writing Contained in the preceding pages of papers and which purports to comprise Copies of a Publick Instrument of Declaration and Protest made by me Notary on the 24th day of Sept.r now last past on the appearance of Wm Hammon late first officer of the Ship Lucy maria and of 3 Several Depositions thereunto subjoined and also of a Notarial Certificate by me Notary of Extracts from the Journal of the said Wm Hammon is and doth contain and Exhibits a true transcript from an Original publick notarial acts made and Granted by me Notary on the 24th day of Sept.r now last past under my hand and Seal of office and officially registered and true Copies of three Several depositions subjoined to the said notarial acts and of the Subscriptions thereunto respectively — and also a true Copy of a Certificate made and Granted by me Notary on the 15th day of the present month of Oct.r also under my hand and seal of office and likewise a true Copy of Certain Extracts from the Journals of the said Wm Hammon in and by the last mentioned Certificate referred unto which said Extracts together with the last mentioned Original Certificate to my said Original notarial acts of the 24th day of Sept.r last and are therewith duly and officially registered by me Notary — In Testimony whereof I Notary have hereunto set my hand and affixed my seal of office the 15th day of Oct.r in the year of Our Lord 1804 —

Madras 9th Augt 1804

By this Public Instrument of Declaration and Protest be it made Known and manifest unto all Persons whom it doth shall or may concern that on this day Saturday the 20th day of Octr in the year of our Lord 1804 Personally appeared before me Daniel Neale Notary Public by lawful authority duly admitted and sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies at my office in Fort St George aforesaid Nauyaroo Iyah Sawmy Pillah of Madras Inhabitant the Eldest Son of Nauyaroo Verdah Pillah late of Madras aforesaid Inhabitant deceased and at the aforesaid time and place the said Nauyaroo Iyah Sawmy Pillah did make Known and declare to me Notary that Nauyaroo Appasawmy Pillah the Second Son of the said Nauyaroo Verdah Pillah and the Brother of him the Appearer departed this Life in Madras aforesaid on or about the day of Decr last leaving two other Brothers him surviving &c Nauyaroo Gopaul Kistna Pillah & Nauyaroo Narrain Sawmy Pillah & having when at sound mind perfect memory & understanding first duly made and published his last will & Testament in the Malabar Language whereof the following is a true Copy of the Translation of the said will by Ranganaudom Moodally the Interpreter to the Supreme Court of Judicature at Madras as shewn and presented to me Notary by the said Nauyaroo Iyah Sawmy Pillah and which is now in the Possession of me Notary Vizt

Translation of a Will Dated 27th Courtega of Roadrotecaury year or 30th Novr 1803

I Nairoo Appawsawmy Pillay of Nandagopaula Cast of Madras do make this will with sound mind perfect memory and good understanding for the disposal of my affairs after me

Whereas I have nominated Nairoo Iyawsawmy Pilly (who is my Heir and Elder Brother) Sottecaly Daiwasecaumany Moodaliar and Chenny Mauselamauny Moodaliar all three Persons as my Executors and therefore I hope they will be Kind Enough to perform as follows - Firstly I proceeded to a great distant part of the Country and by under going much Trouble in Carrying on Trade and acquired some money without any Pecuniary aid from my Father Nairoo Varadappillay and left the same in the hands of my Father whereof deducting what I had received during his life time and also what I had Collected in from what was due to him after his Death respecting the Principal and Interest due to me the remainder which is due to me from my Father is to be collected agreeable to my account from the Estate of my Father by my Heir (who is my Elder Brother) Iyahsawmy Pillay Sottecaly Daiwasecaumany Moodaliar and Chenny Mauselaumany Moodaliar with union - Secondly my own acquisition of Several Gold Joys Namely one Poovalaharam or Ornament for Neck one Chandraharam or Ornament for neck one Nurasangalay or Ornament for wrist set with precious Stone and Four Finger rings set with diamonds as well one Silver Vessel for Rose water one Silver Cup for Chandal one Silver handled Tambal and one Silver Padecom or Spitting Pot as several other Brass Furnitures which were left by me with my Father in his life time they are now in the house which are to be taken or enjoyed by my Elder Brother Iyahsawmy Pilly (who is my Heir) Thirdly you are to collect in the money I lent to other People from my own Estate and discharge the Sum (if any) I am indebted to any Persons the Sum of Three thousand Pagodas is to be given to my uncle Trevengada Pillay - The Sum of Two thousand Pagodas is to be given to our Sister Soubaugheavady Akelaunda Ammany Ammaul you are to Keep in the hands of Naidavoyel Iyah Pillay the Sum of Four thousand Pags for Soubaugheavady Cauvary Ammaul - He is to add the Interest with the said Sum of Four thousand Pags by lending the same to the Company or upon Proper Security of Joys to run at Interest without subjecting it to any risk and pay or deliver the said Four thousand Pags to proper or fit Person who is capable of preserving the Money among the Sons of Cauvary Ammaul Namely Cashaven Narrainsawmy Kistnasawmy and Vausoodavan after they had arrived to the age of Twenty five years together with the Interest which might be accrued thereon up to that times they the said Sons are to enjoy the said money themselves but their Father or Cousins shall have no Connexion therewith my Emerald upper Earing (which upper Ear ring is in the Box or Chest and the Emerald ear rings worn by my Father which ear rings were given to me by my Father as my own both of which are to be given to Annawsawmy Son of my Sister Soubaugheavady Akelaunda Ammany Ammaul - You are to continue to maintain my wife Paroondavy with food and apparel with good manner the Jewels which she wear are to be Kept herself for her own use Besides this the legacy of Two thousand Pags is to be Kept with Naidavoyel Iyah Pillay which Sum of Two thousand Pags he is to lend upon proper Security of Joys to run at Interest without exposing it to any Danger and pay the Interest arising thereon to Paroondavy either once in Six month or a year The Sum of One hundred Pags is to be given to Naradiangaur the Malabar School master - The Sum of Five hundred Pags is to be given to Ranganaigam Son of Ramasawmy Pillay The Sum of 500 Pags is to be given to Custoory Rangan Son of Akelaunda Pillay - The Sum of 500 Pags is to be given to Tautappilly Appawsawmy - The Sum of 200 Pags

Madras 9th Augt 1804

is to be given to my Peon Vencattarauma Naicken you are to continue to maintain my maid Servants namely Latchmy and Vanasangalay with food and Raiment with respect to the marriages of the said two persons you are to apply to defray the Sum of Fifty Pags for the Charges attending the wedding of Latchmy and for her Joys as well as the Sum of Fifty Pags for the Charges attending the wedding of Vanasangalay and for her Joys and perform the same The remainder ready mony Jewels Furnitures or utensils whatsoever are to be given to my Elder Brother Iyausawmy Pillay who is my Heir) As the whole of my Estate was acquired exclusive of any aid or Connexion of Paternal Estate - my Cousins shall have no manner of Connexion with it - I hope my Executor will coexert in collecting the Balances due to me and perform agreable to what I specified in this my last will - with respect to the money I am entitled to for my share out of our Fathers Estate it is to be enjoyed by my Elder Brother Iyausawmy Pilly (who is my heir) and my uncle Sreevengada Pilly in equal shares Thus I have made this my last Will signed and sealed and also accused the witnesses to subscribe their names and therefore it is to be performed Conformable to what is above mentioned -

Signed Sealed and delivered, Published and declared by the Testator Nairoo Appasawmy Pillay as and for his last will and Testament in the presence at his request and in the Presence of each other have hereinto subscribed our names as witnesses -

(Signed) Nair Appausawmy (L.S.)

A True Translation as near as can be from the malabar Language

Ranganaudom
Interpreter

(Signed) Dan Neale
not. Public
Fort St George

do mily Audepaory
do Singary Vencatachellum

And the said Appearer did at the time & place aforesaid declare to me Notary that no part of the property Estate and Effects of which his said late Brother Nairoo Appausawmy Pillah deceased died possessed was derived by him from the Paternal or Family Estate but that the whole and every part thereof was acquired by the said Nairoo Appausawmy Pillah by his own individual Industry and Exertions during the greater part of his life time and that the Estate of the said Nairoo Verda Pillah was at the time of the Death of the said Nairoo Appausawmy Pillah in upwards of Twenty thousand Pagodas and the said appearer did at the same time & place inform me Notary that he the Appearer is the person is the person designed and appointed by the said last will and Testament of the said Nairoo Appausawmy Pillay as particularly expressed in and by the said Will and further Informed me Notary that on Thursday last the 28th day of this present month of October the widow of the said Nairoo Appausawmy Pillah deceased named Paroondavy without giving the appearer any previous Notice Intimation [illegible] the house of him the Appearer [illegible]

some time previous thereto resided and unpaid to the House of her mother where she now is and the appearer further declared that shortly after the said Paroondavy had quitted the House of him the Appearer he the Appearer discovered that her motive and reason for so doing was in Consequence of a resolution which she the said Paroondavy had informed in conjunction & Combination with Anna Pillah of madras Inhabitant to adopt with the accustomed formalities Baula Kistna the son of the said Anna Pillah as Heir to the Estate of the said Nairoo Appausawmy Pillah deceased to the total exclusion of him the Appearer so declared as aforesaid by the said Nairoo Appausawmy in and by his said last will and Testament to be his Heir And the Appearer further Informed me Notary that it was given out by the said Paroondavy & annah Pillay that the Ceremony of adoption of the said Baula Kistna as heir to the Estate of the said Nairoo Appausawmy Pillah deceased would take place on monday morning next the 22d day of this present month of October wherefore and in as much as under the Circumstances before related and particularly by reason of the said last will and Testament of the said Nairoo Appausawmy Pillah deceased wherein and whereby he the said Testator hath in positive and express terms & deliberately nominated appointed and declared the appearer his eldest Brother to be his Heir and in as much also as no part of the Estate of the said Nairoo Appausawmy Pillah deceased has been derived from the Estate of his said late Father nairoo Verda Pillah deceased but on the Contrary the same and every part thereof having been wholly acquired by the Industry & Executions of the said Testator Nairoo Appausawmy Pillah the said appearer declared to me Notary that no power Title or authority whatever could be vested or reposed in the said Paroondavy the widow of the said Testator Nairoo Appausawmy Pillah deceased to adopt any Person whomsoever as heir to the Estate of her late Husband And that such an act would be inconsistent with & contrary to the Laws and usages of the Hindoos And the said appearer did therefore require me Notary to protest against the adoption by the said Paroondavy the widow of the said Nairoo appausawmy Pillah deceased of the said Baula Kistna the Son of the said anna pillay or of any other Person whomsoever as Heir to the Estate of the said Nairoo Appausawmy Pillah deceased and to give notice to & warn the said Paroondavy & the said anna Pillah not to Persist or proceed further in Carrying such adoption into effect Wherefore I notary at the request of the said appearer Nauyaroo Iyah Sawmy Pillah the lawful Heir of the said Nairoo Appausawmy Pillah deceased do hereby most solemnly Protest as well against the Ceremony of adoption by the said Paroondavy of the said Baula Kistna as heir to the Estate of the said Nairoo Appausawmy Pillah deceased directly or indirectly as also against the adoption of any other Person whomsoever as Heir to the said Estate and I the said Notary at the request aforesaid do hereby give notice to the said Paroondavy and the said Anna Pillah forthwith to desist from performing such Ceremony of adoption and warn them not to proceed further therein & hereby holding them and each of them answerable & accountable for their and each of their Conduct in the Premises -

In Testimony whereof I notary have hereunto set my hand & caused my seal of office to be affixed at Fort Saint George aforesaid the day and year first above written -

is to be given to my Poor Venkattarauma Naicker you are to continue to maintain me

Madras 22d Aug 1804

At two Months after the date hereof
I Promise to Pay to Tho.s Parry Esq.r
or order the Sum of One Thousand Star
Pagodas Value Recd

S. Pauthia Pillay

(Indorsed)
Pay Parry
E Roebuck
~~B Roebuck~~

On this 20.th day of October ~~1804~~
~~Appeared before me~~ the ~~Person~~
witnessed Benjamin Roebuck
Esq.r of Madras (the Bonds and
Notes of Hazard Robinson Roberts
hereto above written) ~~Gent.~~
D.r Gent. Roberts by lawful authority duly admitted
and Sworn and dwelling and practising at Fort Saint George
Madras on the Coast of Coromandel in the East Indies
Did ~~carefully~~ ~~Peruse~~ the Second Promissory
~~obligation~~ Note at the dwelling house situated at
Peridavaukum (of Muttadaven Pauthia
Pillay) therein mentioned and ~~afterwards~~ to such
Instrument Answer was given that the said
D.r P.y was absent and that no Money was
left to answer the contents of said Note
and said Note is wholly dismissed Whereupon
I Protest the said Instrument Note Protested
and do hereby Protest said Note Dated
the 20th day of October aforesaid A.D. 1804

On the 10th day of October 1804 at the request of the Executors of the late Mannapully Tremaliah otherwise Tremalaroy I Daniel Neale Notary Public residing and practising at Fort St George attended at the Office of Messrs De Fries in the Black Town of Madras for the purpose of Witnessing the opening of a box of Jewels Mortgaged by Nazar Mahomed Khan and Abdul Kauder Khan to the said Mannapully Tremaliah otherwise Tremalaroy in his life time and at the time and place aforesaid the said box of Jewels was in my presence opened and contained the following Jewels Joys Pearls and Money Viz.t —

No. 1 - One Gold Hooka Cover and Chain -
2 - One pair Gold Ornaments for the Wrist -
3 - One Many Gold Necklace -
4 Fifteen Jasabouty -
5 - One Gold Bonchey consisting of Gold Mohurs &.c for the Wrist -
6 One pair of Gold Bajabund -
7 - One Gold Champapully -
8 - Fourteen Surat half gold Mohurs -
9 Thirty five Doolubi -
10 One Small Gold Plate -
11 Two pair of Gold Bonchies -
12 Four Pieces of Gold -
13 One Gold Toytyt -
14 One Emerald Ring set with Gold -
15 One pair of Jobbahs set with Lasks and Rubies -
16 One Pattacum - with Pearl Chain -
17 Two Pieces of Surpesh -
18 Two pair of Gold Women's Bracelets set with Stones -
19 One pair of Gold Bajabund set with stones -
20 One pair of Joogooli set with Emeralds and Rubies -
21 One Gold Bajabund set with Diamonds -
22 Fifty Moorish Gold Rings some set in Diamonds and some in Rubies. -
23. Twenty one (21) Gold Ornaments -
24 One pair Gold Moorish Ear Rings set in Lasks, Rubies & Pearls -
25 - One Lask Button -
26 Two Pair of Pearl Bracelets -
27 - One pair of Pearl Bonchey -
28 - Two pair of Pearl Ear - rings -
29 - Two Pearl Neck Chains -

(signed) Dan.l Neale
Notry Public
For St George -

Madras 6th Sept 1804

Two Months after date I promis to pay Messrs Chace Chinnery & Co or their Order the Sum of One hundred and twenty five Star Pags for Value received by me—

W. Ford

Fo. Pag. 125—

On this 6th day of Nov. in the year of our Lord 1804 I Daniel Neale Notary Public by lawful authority duly admitted and Sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the Note to W. Ford the maker thereof for payment of the Contents of the said Note Upon which presentment the said maker wholly neglected to pay the Contents of the same Note Whereof I Notary at the instance aforesaid Have protested and do hereby protest the said Note Dated this 10th day of November in the year of our Lord 1804—

Madras 6th Sept 1804

One Month after date I promis to pay Messrs Chace Chinnery & Co or their order the Sum of One hundred and thirty five Star Pags for Value received by me—

W. Ford—

Fo. Pag. 135—

On this present tenth day of Nov. at the instance of Messrs Chase Chinnery McDouall and Company of Madras Merchants the holders of the promissory Note whereof a true Copy is above Written I Daniel Neale Notary Public by Lawful authority duly admitted and Sworn and dwelling and practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did present the said Note to W. Ford the maker thereof for payment of the Contents of the said Note Upon which presentment the said maker wholly neglected to pay the Contents of the same Note Whereof I Notary at the instance aforesaid Have protested and do hereby protest the said Note Dated this 10th day of November in the year of our Lord 1804—

Madras 15th August 1804—

Three Months after Date I promise to pay to Messrs Chace Chinnery McDouall & Co or order the Sum of Ten Thousand Star Pagodas for Value received of them this day—

Moonca Pilly—

Pag. 10,000

(Indorsed)

Chace Chinnery & McDouall & Co—

On the 17th day of November in the year of our Lord 1804 I D. Neale Notary Public by lawful authority duly admitted Sworn Dwelling & practising at Fort St George Madras on the Coast of Coromandel in the East Indies Did at the instance of Messrs Adrien Wm Lewis De Saris & Co of Madras Merchants & Partners the holders of the Promissory Note whereof a true Copy is above written Did present the said Note to Telsinga Pilly Moottoo Lawny Pillay & Punnmal Laobarey Moodeley the Executors named in & by the last Will & Testament of the late Moonca Pilly deceased the Makers of the said Promissory Note for Payment of the Contents of the said Note upon which Presentment the said Telsinga Pillay Moottoo Lawny Pillay & Punnmal Laobarey Moodeley the Executors of the said Moonca Pilly deceased wholly neglected to pay the Contents of the said Note Wherefore I Notary at the instance aforesaid Have Protested & do hereby Protest the said Note Thus done & Protested at Fort St George aforesaid this 19th day of November in the Year of our Lord 1804—

Exchange for A Rupees 28000

Masulipatam 17th Nov. 1804

At Fifteen days sight of this my first Bill of Exchange / my second of the same tenor and date not being paid / please to pay to Curbul Mulk Bahader or Order – the Sum of Twenty Eight thousand Arcott Rupees without further advice from

To

Cullore Vencata Narrain Bramy
Madras –

Sir

Your most Obedt. Servant
Vellore Vencata Reddy

Madras 23rd November 1804
Accepted Cullore Veerasawmy
for
Vencata Narrain

بیست و هشت روپیه
این مبلغ بیست و هشت هزار روپیه بابت هنڈوی بمتهادر پسر
چرام داس را برسد یعنی باید رسانید تاریخ ۱۴ شعبان المعظم
۱۲۱۹ هجری قطب الملک

On the 11. day of December in the year of our Lord 1804 at the instance of Matoora Doss Son of Jawrain Doss (Indorsee and Holder of the orig. bill of Exchange whereof a true Copy is above written) I D. N. Not Public by Lawful Authority duly admitted and Sworn and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies

Did cause the orig. bill of Exchange (of which the above Copy is a true transcript) to be presented to Cullore Vencata Narrain Braminy the Acceptor for Payment of the Contents thereof – upon which presentment the Acceptor made default in paying and from thence hitherto hath neglected to pay the Contents of the

to accept the 1st bill of Exchange – and at

2d orig. bill of Exchange wherefore I note at the instance aforesaid have protested and do hereby protest the 1st Bill of Exchange Presentment & protested at Fort St George aforesaid the 12. day of Dec. in the year of our Lord 1804

Madras 19. Sept. 1804 –

Three months after date we jointly or severally promise to pay to the order of Messrs Chase Chinnery McDonall & Co. the Sum of Five thousand two hundred and twenty Seven Star Pagodas & nine Fanams without Interest for value received in raw Silk

[illegible]

Pap. 5227 : 9

(Indorsed) Madras 21 September
Received in part payment of the within bill the Sum of Two thousand Star Pagodas –
Chase Chinnery McDonall & Co.

On the 22d day of December in the year of our Lord 1804 at the instance of the Directors of the Asiatic Bank at Madras the Indorsees & Holders of the orig. promissory note (whereof and of the Indorsement thereon the above writings are true Copies) I D. N.

To Pultaloor Lutchmiah and Gouda Chetty

We Makers Protest for Payment of the Contents of Bond Note remaining due thereupon after ~~Credit~~ Abatement of the Sum of Two Hundred Pagodas & Interest of the ~~above Bond~~ said Payment above provided to have been received in part Payment of the same Contents upon which Instrument We the Makers do fully respectively to Satisfy the aforesaid Contents remaining due Which Note and Interest are not satisfied Wherefore Notary Public aforesaid and We do hereby Protest the said Note Dated this 24th Day of December 1804

(Endorsed)

This 29th Day of Dec. 1804 At the instance of Gregory Aaron & Stephen Arratoon Merchants the Bearers and Holders of the Bill of Exchange whereof the Protest is above written I Notary Public aforesaid did go and demand Payment of the Contents of the Bill of Exchange aforesaid from Pultaloor Lutchmiah & Gouda Chetty the Drawers thereof and they refused to pay the same or any part thereof Wherefore I Notary Public aforesaid have protested and by these Presents do protest against the said Drawers and all Others whom it may concern for all Exchange Re-Exchange Damages Costs and Interest for want of Payment of the said Bill of Exchange as well as for the Contents thereof

In Witness whereof I have hereunto set my Hand and Seal of Office at Madras aforesaid this 29th Day of December 1804

(Signed)

Notary Public

Received the 15th January 1805 of Messrs Gregory Aaron & Stephen Arratoon the Sum of Two Hundred Pagodas being in full for the Contents of the above Protest

(Endorsed)

Received the 15th January 1805 of Messrs Gregory Aaron & Stephen Arratoon the Sum of Two Hundred Pagodas being in full for the Contents of the above Protest

Pultaloor Lutchmiah
Gouda Chetty

The foregoing Writings in the Armenian Language are true Copies of a Protest made by Mr. Notary Public for Exchange per Sundry Bills of Exchange drawn by Pultaloor Lutchmiah & Gouda Chetty on Messrs Gregory Aaron & Stephen Arratoon Merchants of Madras payable to their Order at Sixty days Sight for the Sum of Two Thousand Pagodas which Bills the said Drawers declined to accept thereupon Exchange & Re-Exchange with Interest & Charges as per Protest annexed

Madras the 20th January 1805

(Signed)

Gregory Aaron
Stephen Arratoon

Received from Messrs Gregory Aaron & Stephen Arratoon the Sum of Two Thousand Pagodas being in full for the Contents of the above Protest

Madras the 20th January 1805

(Endorsed)

2000 Pagodas

(Signed)

Pultaloor Lutchmiah
Gouda Chetty

(Vid. Protest annexed Cap. H.)

to my Peon Vencattaramma Naicken you are to continue to maintain my-

on for Rupees 11.000 - and are sorry we cannot accept the Bill for we have not sufficient funds in our hands belonging to Mr. Agazar to answer the demand - the Claims which he sent to us to be recovered here have not as yet been realized - should we however receive any thing for account of Mr. Agazar before the bill becomes due we will not fail to take it up. —

We are Gent.n

Your most Ob.t Sert.s -
Lys Satur & D Monte

Madras
28th Dec.r 1804 -

Bill Exchange Petition of Mr Lys Saturs Letter

Mess.rs Seth & Gregory Sam - Jeremiah Carapiet -

Sixty one days after sight of this my open Letter In the nature of a bill of Exchange, you will from and out of my Estate in your Possession please to pay Eleven thousand Arcot Rupees unto Mr. Jeremiah Carapiet or his Order - the value of which I received here from the aforesaid Gentleman & from Mr. Petrus Johannes - after you make the payment thereof you will take back this open Letter in the Nature as aforesaid discharged and Carry the amount into the Account of my Estate you will much Oblige - Two of this open Letter in the nature as aforesaid have been Written of one tenor & Date - One being discharged the other to be void and of no value - Done at Rangoon this Fifteenth day of December 1804. -

Your Obed.t Servt
Lazar Jacob -

Indorsed
pay the within Contents to my Order
Mess.rs Seth & Gregory Sam - Jeremiah Carapiet -
15th Dec.r 1804

Faithfully Translated from its Original in armenian Language this 29th Day of December 1804 by me - M. Simon

to accept the Bill of Exchange - Dated at

On this 29th day of December in the year of our Lord 1804 at the Petition of Mr Lys Saturs Servant of the Madras Armenian Merchant Jeremiah Carapiet and Before the Witness of the Subscribed the aforesaid Petition of Exchange was by the aforesaid Petitioner produced and Shewn to me D. Armenian Language is a Stranger to me Public Notary Do Certify and Attest that the aforesaid Petition of Exchange to be presented to the Drawees of the same bill of Exchange to be discharged by the contents thereof to the Drawees - which Petition to Satisfy me I do accept the same bill for the reasons which have set forth in the said Petition and truly Written in the Armenian Language and Translated by the Interpreter and truly Rendered to the Notary Public as this Petitioner Therefore I have protested the said Petitioner that I have protested and do hereby protest as the Drawees Shall Refuse and Absolutely deny the same bill when it shall be presented to them for Payment at the Counters of the same bill and Exchange is Given and all costs Damages and Expences suffered Sustained by reason of Non Payment of the same bill of Exchange Contents Whereof I have done protested at Madras Seal and Sign this Day and Year first above written -

(Copy)

Messrs. Seth & Gregory Sam beg to acquaint Mr. Neale that in consequence of none acceptance of Bills remitted to Messrs. S. & G. Sam by the Drawer of the Bill in question, and not having funds in their hands they are unable to honor it, beside, the Bill is irregular by being drawn to be paid at sight, however should the holder choose to wait 31 days in case Messrs. S. & G. Sam receive payment of the Bill aforesaid in their possession they will take it up.—

29th Decr. 1804.—

(Copy of the foregoing bill as translated by the Court Interpreter)

Messrs. Seth & Gregory Sam—

At sight of this my Letter of Exchange you will please to pay to Mr. Pogos Petrus or his Order the sum of 2000 Arcot Rupees and take back this Bill of Exchange discharged — Done at Rangoon this 17th day of December 1804—

Obedt. Servt.
Jeremiah Carapit

Faithfully Translated from its Original in Armenian Language this 29th day of Decr. 1804 by me—

M. Simon
Swn. Interpt.—

Madras Novr. 23d 1804

Two Months from the date hereof I promise to pay unto Mess Branson Jones & Reddy or their Order the sum of Three hundred and twelve Star Pagodas and Sixteen fanams being for value received — As Witness my hand—

Owen Gill

(Indorsed) Branson Jones & Reddy
Abick & Folliot—

Sps. 312-16

On the 26th day of ~~[illegible]~~ this present month of January ~~[illegible]~~ ~~[illegible]~~ ~~Directors of the Madras Bank (the Indorsees & Holders of the Orig. Promissory Note whereof the above written is a transcript)~~ I D. M. Kol Mr. by the authority and admitted & Sworn Jewelers Practising at Pettah Born Madras ~~[illegible]~~ Did Cause the ~~[illegible]~~ Orig. Promr. (whereof the above written is a transcript) Note to be presented to Mr. Owen Gill the maker of the Note for payment of the Contents thereof when which presented the Vd. Maker neglected to pay ~~[illegible]~~ & have not hitherto paid the Contents of the Vd. Note whereupon I Notary at the instance of the Directors of the Madras Bank the Indorsees & Holders ~~[illegible]~~ thereof have protested and do hereby protest the same Note Dated this 28th day of January Nov. Month 1805—

Sr. Dn. Pablo Du Camper
Madras

Manila 8 de Febrero 1804

A ocho dias de vista precisos se servira V. pagar por esta mi primera libranza, no haviendolo verificado con la segunda o tercera a los Señores José Barreto y Compa. a su orden, la cantidad de un mil y trescientas rupias arcate cargandomelas en Cuenta.

1.300 rups arcate

(Indorsed)

(1a)

Pay the Contents to Thomas De Souza or Order

Ant.o Baquer

Joseph Barretto & Co.

Sr. Dn. Pablo Du Camper.

Mui Sr. mio; se servira V. pagar las mil y trescientas rupias arcate que contiene la primera libranza adjunta cargandomelas en Cuenta.

Dios gûe á V. muchos años Manila 8 de Febrero de 1804 A.D.

Ant.o Baquer

On the 30. day of January in the year of our L. 1805. at the instance of Thomas De Souza of Madras Merchant (the Holder of the Bill of Exchange whereof a true Copy is above written) I D. N. Not. Pub:

Did cause to be presented for acceptance the original said Bill of Exchange to Gustin of Madras Merchant a Partner in the house and firm of Frazers Lautour & Co. of Madras Merchants (I notary having been informed by the Holder of said Bill that said Gustin sales a [illegible] with his said Partners in said house & firm acted as agent for Sr. Dn. Pablo du Camper the Drawee of the said bill and [illegible]

[illegible]

Moore Parry & Lane

On the 14th day of February in the year of Our Lord 1805 - at the instance of the ~~Proprietors~~ Directors of the Madras Bank - (The Indorsees and Holders of the Original Bill of Exchange - whereof a true Copy is above written -) I Daniel Neale Notary Public by lawful Authority duly admitted and sworn - and dwelling and practising at Fort Saint George Madras on the Coast of Coromandel in the East Indies Did cause the Original Bill of Exchange (of which the above Copy is a true transcript) to be presented to Maunnaroo Stree Vencatasen the Acceptor for Payment of the Contents thereof - upon which presentment the said Acceptor made default in paying - and from thence hitherto hath neglected to pay the Contents of the said Bill of Exchange - Wherefore I Notary at the instance aforesaid Have protested and Do hereby protest the said Bill of Exchange - Thus done and protested at Fort Saint George aforesaid the 15th day of February in the year of Our Lord 1805 -

(Signed) D. Neale (L.S.)
Not. Pub.
Fort St. Geo:

to my Peon Vencattarauma Naicken you are to continue to maintain my

Mr. Pablo du Camper ~~[illegible]~~ had departed from Madras towards Manilla or China — And that his last place of residence at Madras was the house of the Sd. Joseph Geslin) To which Presentment the Sd. Joseph Geslin returned for Ans. to the Notary the Note inscribing which I have transcribed at the foot of this my public Act —

And on this 16th day of the month of February (after that the ~~Sd. bill~~ time of payment [illegible] bill of Exch. had expired with relation to ~~[illegible]~~ and that the Sd. bill had become due Sprayable ~~[illegible]~~ I Notary Did again present the Sd. bill of Exchange to the Sd. Joseph Geslin individually at his Partner in the Sd. house Firm of Francis Lautour & Co. — upon which last mentd. presentment the Sd. Joseph Geslin declined to discharge the contents of the Sd. bill for the reasons which he had before alleged — Wherefore Notary (at the instance of the Sd. Holder) have protested and do hereby protest against ~~the [illegible]~~ Drawer of the Sd. bill of Exchange and against all the Persons whom it may concern for the nonacceptance and nonpayment of the contents of the same bill of Exchange & the Exchange reexchange interest & all costs damages & expenses suffered, sustained, to be suffered or sustained by reason of the nonacceptance nonpayment

Thus done & protested at Fort St. George aforesaid the 16th day of Feby. in the year of our Lord 1805

Copy

Mr. Danl. Neale
Notary

Sir, I have to acknowledge the receipt of your Letter of this date accompanying a Bill drawn by Mr. Anthonio Baguer on Mr. P. DuCamper dated Manilla 8th February last favoring Messrs. Joseph Baretto & Co. for 1300 Rupees & in answer beg leave to inform you that having received no Instructions from Mr. DuCamper regarding the said Bill I cannot accept it.

I am Sir
Your most Obedt. Servt.
Jh. Geslin —

Fort St. George
30th January 1805

Mr. Petrus Arathoon

Madras —

I have this day given this Bill of Exchange to Gocul Doss Mockum Doss and received in Cash Five hundred and Ninety Nine Masulipatam Company Sicca Rupees — Eight days after Sight you will please to pay to Gocul Doss Besunchund of Madras the sum of (599 — 44) Rupees and get back this Bill discharged — and debit this amount in my Account conformable to the Custom of Merchants I have written two Bills of Exchange of one tenor and date and delivered — the one being paid the other to stand void — Masulipatam 24th Jany 1805 —

(Signed) Johannes Abraham

Rs 599 — 44 —

London the 24th August 1804. — Ex £464.4.11. — Ex 71 6. 0a

At sixty days sight pay this first of Exchange (first not paid)
to the order of Adrian John Hewis Do Sales Esq.r Four Hundred
& Sixty four Pounds four shillings & Eleven pence at Seven shillings
& 2pda Value of the same which place to account with or without
advice

To Edward Watts Esq.r Edmund Boehm &Co.

&c &c &c Other Owners of the Lucy Maria
Madras

2d.

On the 19th day of February in the Year of Christ 1805.
at Madras on the Coast of Coromandel in the East
Indies I Daniel Neale Notary Public by Lawful Au-
thority duly admitted Sworn Dwelling Practising at
Madras aforesaid on the Coast of Coromandel in the East
Indies at the instance of Messrs. Adrian John Hewis De
Sales of London Merchants Hobartners (the Payees
& Holders of the original Bill of Exchange whereof a true
Copy is above written) Did present the same original Bill
of Exchange to Edward Watts Esq.r a Partner in the House
Messrs. Chas Chinnery McDonall &Co. of Madras
aforesaid Merchants and one of the Persons on whom the said
original Bill is drawn. And did then & there request the said Edwd
Watts as one of the Drawers of the said Bill to Accept the
same upon which said Presentment the said Edwd Watts
did refuse to accept the said Bill of Exchange and as an
Reason for such his Refusal the said Edwd Watts did inform
me the Notary that he had no Effects belonging to the Drawers
of the said Bill on hand in his hands & could not therefore
Accept the same and the said Edwd Watts further added
that the Drawers had no authority to Draw on him.
And I Notary on Enquiring of the said Edwd Watts the Names &
Places of Residence of the other Owners of the Ship Lucy
Maria did learn that John Buckley at Dacca
was one other of the owners of the said Ship and that the late
Capt.n Walter Dawes was in his lifetime also an owner &
the said Ship and the said Edwd Watts did acquaint me Notary

were in Calcutta Whereupon I Notary have (at the
instance aforesaid) Protested and do by these Presents Protest
against the Drawers of the said Bill of Exchange and against
all other Persons whom it may Concern for the Non ac-
ceptance of the said Bill and for Exchange Re-Exchange
Interest Cost Charges and Damages suffered & to be
suffered by Reason of the Non acceptance of the said Bill
Thus done & Protested at Madras aforesaid the day of
Feby in the Year of Christ 1805. —

599 Rs: 1/1

On the 28th day of Feby in the Year of Christ 1805.
at the instance aforesaid (the Holder of the Bill of Exchange) I Daniel Neale Notary Public by lawful Authority
duly admitted Sworn Dwelling Practising at Madras aforesaid
as the Coast of Coromandel in the East Indies Did come to the
Dwelling House of Messrs. Chas Chinnery McDonall &Co. Merchants
aforesaid and there & then Did present the said original Bill of Exchange to
Messrs. Chas Chinnery McDonall &Co. Merchants the Constituted Attorneys of Messrs. Letts Gregory & Co. of Madras Merchants
aforesaid the Drawers of the said Bill of Exchange (the said Drawers being absent from Madras)
for their Acceptance thereof upon which Presentment the said Messrs. Letts &
Co. refused to accept the said Bill of Exchange And on the 23.
Instant the said Messrs. Letts & Co. refused to make Payment thereof
as by the Protest thereof made by me Notary on the said 23.
Instant more fully appears Whereupon I Notary have (at the

Bill of Exchange to be presented to the ?. Seth Gregory Sam upon which last mentd. Presentment the said Seth Gregory Sam refused to accept the said Bill Wherefore I Notary at the instance of the ?. Holder have Protested and do hereby Protest the said Bill against the Drawer of the ?. Bill of Exchange and against all Persons whom it may concern by reason of the non-Acceptance of the ?. Bill of Exchange Thus done Protested in Lat.t. Jorge Madras the 25.th Day of Febry in the Year aforesd. — —

On the 18.th day of February in the Year of Christ 1805 at the instance of Matavam Dos the Agent or Constituted Atty of Gopaul Dos Beauncharnd of Bengal Soucar (the Holder of the Bill of Exchange whereof the foregoing Writing in the Armenian Language is a true Copy I Danl. Neale Notry Public &c. — did come to be presented for acceptance the ?. original Bill of Exchange to Messrs. Seth Gregory Sam & Madras Armenian Merchants the Constituted Attornies or Agents of Peters Arathoon the Drawer of the sd. Bill of Exchange (the sd. Drawee being absent from Madras) for their Acceptance thereof on his behalf upon which presentment the ?. Seth Gregory Sam refused to accept the said Bill of Exchange Wherefore I Notary Have at the instance aforesd. Protested & do hereby Protest against the said Bill of Exchange. Thus done Protested at Lat.t. Jorge aforesd. the day & year above written.

On the 18.th day of Feby in the Year of Christ at Madras on the Coast of Coromandel on the East Indies I Danl. Neale Notry Pubc. by Lawful Authority duly admitted & sworn and duly practising at Lat.t. Jorge Madras at the instance of Matavam Dos the Agent or Constituted Atty of Gopaul Dos Beauncharnd of Bengal Soucar the Holder of the Bill of Exchange whereof the foregoing Writing in the Armenian Language is a true Copy Did cause to be presented to Messrs. Seth Gregory Sam & Madras Armenian Merchants the Constituted Attornies or Agents of Peters Arathoon the Drawer of the sd. Bill of Exchange (the sd. Drawee being absent from Madras) for their Acceptance thereof on his behalf upon which last mentd. Presentment the said Seth Gregory Sam refused to accept the said Bill as by a Notarial Act made by me Notary on the ?. 18.th Day of February with appears —

And on the 28.th Day of the sd. Months of February in the ?. Year of Christ 1805 (on which day by the ?. Bill by the Customs of Merchants with regard to the aforesd. Presentment the ?. Bill became due & fully payable) I Notary did again cause the ?. Bill of Exchange to be presented to the ?. Seth Gregory Sam as such Constituted Attys or Agents as aforesd. for Payment of the Contents of the ?. Bill upon which last mentd. Presentment the ?. Seth Gregory Sam refused to pay the Contents of the ?. Bill Wherefore I Notary at the instance aforesd. Have Protested & do by these Presents do Protest the said Bill of Exchange. Thus done & protested at Lat.t. Jorge Madras aforesd. the 1.st Day of March in the Year of Christ 1805.

Bhovancoodel 23.d February 1805

Exchange for Star Pagodas - - - - - 250 " — " — "

Sir, At fifteen Days sight of this my only bill of exchange please to pay to Major McAlly or his Order the Sum of Star Pagodas two hundred and fifty and place the same to account without further advice from —

Sir
Your Obedient Servant
Bhovany Kistnama Chitty

Matron Dos Soucar at Madras (Indorsed)

accepted 12.th March 1805 M Dos —

Pay the Contes to B. Raduck Esqr.

A. McAlly
Major

Public by Lawful Authority

Did cause to be presented the Original bill of Exchange whereof the Preceding ~~[illegible]~~ is a true Copy to Matron dos Soucar at Madras for payment of the Contents thereof whereunto presentment the Ld Acceptor neglected to pay and hath not at any time since hitherto paid the Contents of the Ld bill Wherefore Notary have protested and do hereby protect the Ld bill of Exchange thus done and protested at Port St George Madras the 30. day of March in the year of ~~[illegible]~~ Christ 1805 /—

Trincomallee 19th March 1805, for Star Pagodas 500—

At Thirty days sight, pay this my first of Exchange, (my second of the same tenor and date, not paid) to Captain Alexander Robson, or order, the Sum of Star Pagodas Five hundred, for Value received, and place the same to accompt of

Sir

Your most Obedient Servant

G. C. Bagshaw

To

Thomas Hoseason Esqr

Madras—

(Indorsed) Pay Messrs Chase Chinnery McDouall & Co or Order

Alex Robson

2d April 1805. Presented for Acceptance.

Acceptance refused. — Dh. N. P.

1804 Exchange for Rd. 1050—

Shiraz—

Thirty day after sight of this my third of Exchange (first & Second of the same tenor & date not being paid, please to pay to Hajy Mahomed Hussun or Order the Sum of Madras Rupees one thousand & fifty (Rd 1050) being the amount of 2 Bay Horses (with their travelling Charges from Shiraz to Abushere, provisions for Shipping them, together with other Charges of sending them on board) purchased on your Account agreeable to your written directions, & the said Pair of Bays has been sent sent to Abushare to the acting resident at Abushire, these fifty days ago

I am my Dear Sir

Ever yours most faithfully

Jafer Ali Khan

To

Reverend Kerr

Fort St. George

جعفر خان
علی

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

On the 5 ~~Day~~ day of April in the year of ~~our~~ Christ 1805 at the instance of ~~Cotta Kishana~~ Chin of Madras Hindoo Merchant (the ~~Holder~~ Bearer of the bill of Exchange whereof a true Copy is above written) I D.M. Notary Public by

Did Cause to be presented the Orig. ~~of the~~ bill of Exchange at Madras to the Reverend Doctor ~~Richard~~ ×

Shiraz 1804 Exchange for Rs. 1500.

Thirty day after sight of this my third of Exchange (first & Second of the same tenor & date not being paid) please to pay to Hajy Mahomed Hussein or order the Sum of Madras Rupees, one thousand & five hundred (Rs. 1500) being the Amount of tow beautiful Arab Horses (with their travelling Charges from Shiraz to Abushire, provisions for Shipping them) purchased on your Account Agreeable to your Written directions.

I am My Dear Sir
Ever Yours Most faithfully
Jafer Ali Khan

To George More Esqre
Fort St. George.

جعفر خان علی ن

[illegible]

ابن محمد علی علی خان

[illegible]

× Kerr (on whom the Sd. bill is drawn) for his acceptance thereof — upon which presentment the Sd. Drawee ~~refused~~ declined to accept the Sd. bill for the reasons which are ~~by him~~ set forth in ~~[illegible]~~ ~~writing~~ a declaration unwritten indorsed by him on the Sd. bill & subscribed with his proper hand — and whereof I have adjoined hereto a true Copy Wherefore I notary at the instance and I have protested and by these presents Do protest against the Drawer & Indorser of the Sd. bill & against all others whom it may concern for the non acceptance of the Sd. bill of Exchange and for exchange re-exchange interest and ~~the~~ all costs damages & ~~interest~~ expenses suffered and to be suffered by reason of such non acceptance ~~[illegible]~~ they done and protested at Port St. George and the day and year above written

D.M.
Not. Pub.

(Copy)

I have never seen nor heard about the Horses — it is as I can learn any thing about them I shall pay this bill — Several Gentlemen have lost horses which were taken in the Shrewsbury but they have all received Account of their being on board Ship — which is not my Case

to be queen to my Peon Vencattarauma Naicken you are to continue to maintain my

And tho' I believe that my friend Jaffer Ally has bought the Horses for me, yet I wish to know what has become of them before I pay this bill — and I would like to learn the circumstances by a letter from himself

R. W. Kerr

5 April 1805

N.B. The day of the month on which this bill has been drawn is not mentioned which I ought to have been

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*

On the 6th day of April in the year of Christ 1805 At the instance of Cotta Kistnama Chetty of Madras Hindoo Merchant the ~~holder~~ Bearer of the orig.l bill of Exchange whereof a true copy ~~[illegible]~~ foregoes I D. N. Tol. Public by Careful Authority duly admitted and sworn and dwelling

Did Cancelo be presented at Fort George the orig.l bill of Exchange to George Moore Esq.r on whom the same is drawn for his acceptance thereof when which presentment the said Drawee declined to accept the same bill by want of advice from the Drawer whereupon Notary at the instance and Name protested and do hereby protest against

to accept the said bill of Exchange — And as [illegible] inform the Drawer and Indorser of the said bill and of Exchange and against all others whom it may concern for the Non acceptance of the said bill of Exchange Exchange interest and all costs damages & expences suffered and to be suffered for want of such acceptance thus done & protested at Fort George and the day and year ~~[illegible]~~ above written

---

Bombay 21st March 1805

B. P. 300 Piastree

= A quinze jours de vue, il vous plais a passer par cette premiere Lettre de Change a L'orde de Nassarvanjee Monaakjee La Somme de trois cent piastree D'espagne, Valeur reçue & portant sur Compte Suivant avec de Messieurs

Messieurs M.d

J. ou v. h. s. Tabvie file

Abbot & Coulon

Negotiante — Madras

(Indorsed) Pay the Contents to Hormorjee Bomarrjee or order Nasservanjee Monaekjee

On this 9th day of April in the year of ~~[illegible]~~ Christ 1805 At the instance of Hormorjee Bomarrjee of Madras the Indorsee and Holder of the original bill of Exchange whereof a true Copy is above written I Dan.l Neale Notary Public by Careful Authority duly admitted & sworn dwelling and practising at Fort George Madras

on the Coast of Coromandel Did cause
the said Bill of Exchange to be presented
at Portsdown [illegible] House [illegible]
to the House and Firm of Messrs Fairlaston
Hoorhany & Nadars Merchants of
Lesleys House and Firm of Peter Boulon
[illegible] was [illegible] a Partner
And in which same House and Firm
of George Arbuthnot now is a Partner
Into the said George Arbuthnot when
which presentment the said J. A. in any manner
the Notary that he was not acquainted
with the Drawer of the said Bill and that
he could not therefore accept the
same but the said J. A. also at the same
time and place then & there
the said Notary that the said Peter
Boulon had departed this life And
on the same day the said Notary did also
William Abbott a Partner in the
House and Firm of Abbott Maitland
Madras Merchants who also
informed the said Notary that he was not
in any manner concerned with the Drawer
of the said Bill — And the said J. A. not informed
any other person or persons at
Madras to whom the said Bill might be
presented for Acceptance or Payment
Wherefore the said Notary at the Instance
aforesaid Hath Protested And doth hereby
Protest against the Drawer and Endorsers
of the said Bill and against all others whom it

may concern for the honour & Interest of him
the said Horace Pelham father and
all Persons damages Costs Charges & —
Expences Suffered or to be suffered or sustained by
reason of the said Horace Pelham not paying
the said Bill at Fort St George and Madras &
the same above written/-

London the 24th August 1804 For £464.4.11 Exg/Pd

At sixty days sight Pay this Second of Exchange (first not paid) to the Order of Adrian John Dlewis Defries Esqrs Four Hundred & Sixty four Pounds & four Shillings & Eleven pence at seven Shillings P Pagoda value of the same which place to account with or without advice.

To Edward Watts Esqr. Edmund Boehm & Co
& other Owners of the Lucy Maria
Madras —

London the 24th August 1804 For £800 ..... Exd/Pd

At Sixty days sight Pay this second of Exchange (first not paid) to the Order of Adrian John Dlewis Defries Esqr Eight Hundred Pounds at Exchange seven Shillings P. Pagoda Value of the same which place to account with or without advice. —

To Edward Watts Esqr Edmund Boehm & Co
& other Owners of the Lucy Maria
Madras

London the 24th August 1804 For £950 ... Exd/Pd

At Sixty Days sight Pay this second of Exchange (first not paid) to the order of Adrian John Dlewis Defries Esqr Nine Hundred & fifty Pounds at Exchange seven Shillings P. Pagodas value of the same which place to Account with or without Advice. —

To Edward Watts Esqr Edmund Boehm & Co.
& other Owners of the Lucy Maria
Madras —

London the 24th August 1804 For £1000 ... Ex. 7/60

At Sixty days sight Pay this second of Exchange (first not paid) to the Order of Adrian John Dr Lewis Desfries Esqr One thousand Pounds at Exchange seven Shillings & Pagoda Value of the same which place to account with or without advice

Edmund Backm & Co

To Edward Watts Esqr
& other Owners of the Lucy Maria
Madras

London the 24th August 1804 For £1200 ... Ex. 7/60

At sixty days sight Pay this second of Exchange (first not paid) to the Order of Adrian John Dr Lewis Desfries Esqr Twelve Hundred Pounds at Exchange Seven Shillings & Pagoda Value of the same which place to account with or without advice. —

Edmund Backm & Co.

To Edward Watts Esqr
& other Owners of the Lucy Maria
Madras.

On the 19th day of February in the Year of our Lord 1805 at Madras on the Coast of Coromandel in the East Indies I David Beale Notary Public by Lawful Authority duly Admitted & Sworn and Practising Do Certify and Attest the due Protest & Exchange (whereof the above written is a true Instrument) to be Protested to Edward Watts Esqr a Charterer on the Ship or Vessel called the Lucy Maria Commander Mr Donald & Company of Madras Merchants and the Person on whom the said Bills of Exchange are drawn Specially the same Bills drawn and at the same time request the said Edward Watts to accept the same Bills upon which Protestation the said Edward Watts did refuse to accept the Bills of Exchange and did answer & say that he was not any ways concerned in the Ship or Vessel called the Lucy Maria nor in the Freight thereof nor had he any Effects in his hands belonging to the Drawers of the same Bills and that he was not obliged to accept the same Bills and that Captain Donald the Commander of the said Ship or Vessel called the Lucy Maria was not the Owner of the said Ship or Vessel called the Lucy Maria and that the said Walter Dorsey had departed this life and had his Representatives in Calcutta and that he only was concerned in the said Ship or Vessel called the Lucy Maria and that the said Walter Dorsey was

[illegible] Exchange to be presented [illegible]

Nonpayment of the sd bill of Exchange and ~~[illegible]~~ the Exchange Re-exchange interest and all costs charges and expences incurred sustained & suffered to be incurred sustained or suffered by reason of such Nonpayment. This done and protested at Fort St George ~~[illegible]~~ Madras the 23d day of April in the year of our Lord 1805

Exd per Sp: dlrs 1600

Prince of Wales Island
28. Jany 1805

Genl

At thirty days sight this my second of Exchange (first and third of same tenor and date not being paid) please pay to Mr. Robt Williams or his order One thousand and six hundred Spanish dollars or in Star Pagodas at the Exchange of the day for value received and pass the same to my account without further advice from Genl

Your obedt humble
Servant
A Wallace

To ~~[illegible]~~
Messrs Harrington Cockburne
& Harrington
Madras

(Indorsed) Please to pay the within Contents to Mr. Thos Jones or his order

Robert Williams

Please to pay the within Contents to Messrs Lys Satur & De Monte at Madras or their order

Thomas Jones

On this 14 day of May in the year of our Lord 1805 at the instance of Messrs ~~[illegible]~~ Lys Satur and De Monte of Madras merchants and Partners the Indorsees & holders of the Orig bill of Exchange whereof the foregoing Copy is a true transcript I Dan Neale Notary Public by Causal Authority duly admitted Woom and dwelling and practising at Fort St George Madras on the Coast of Coromandel Did Cause to be presented the orig of the sd bill of Exchange ~~[illegible]~~ to Messrs Harrington Cockburn & Harrington the Drawees thereof at Madras and for their acceptance of the said bill upon which Messrs the sd Drawees declined to accept the same bill for want of funds of the Drawer wherewith to answer the contents thereof Wherefore I Notary at the instance of sd have protested and do hereby protest against the Drawer of the sd bill of Exchange and against the Indorsers thereof and ~~against~~ all others ~~[illegible]~~ whom it may concern for the nonacceptance of the sd bill and for exchange re-exch interest & all costs damages and expences suffered & sustained & to be suffered & sustained by reason of such nonacceptance thus done and protested at Fort St George and the day & year above written /

Star Pagodas 212_22

Colombo 6. May 1805

Twenty days after sight please pay Mr. J. Waltzell or his order the sum of Star ~~Pagos~~ Pagodas Two hundred and twelve Panams twenty two for Value received with or without farther advice from

Sir your obedt. Servant
Cyrus Goodall

Mr. A. Goodall
Madras

(Indorsed)

Colombo 7th May 1805

Please to pay to Messrs. Lee & Shaw or order
Jos. Waltzell

On this 18. day of May in the year of our Lord 1805 At the instance of Messrs. Lee & Shaw of Madras China Merchants (the Indorsees and Holders of the bill of Exchange whereof a true Copy is above written) I Daniel Neale Notary Public by lawful Authority duly admitted Sworn and dwelling and practising at Fort St. George Madras on the Coast of Coromandel Did Cause the bill of Exchange to be presented to Mr. A. Goodall at Madras (the Drawee of the sd. bill) for his acceptance thereof whom which presentmt. the sd. Drawee declined to accept the same bill and also declined to assign any reason for ~~[illegible]~~ refusing his acceptance thereto Wherefore Protary at the instance aforesaid Came protested and do hereby protest ~~the~~ against the Drawer & Indorsee of the sd. bill of Exchange and against all others whom it may concern for the nonacceptance of the sd. bill and for exchange & exchange interest and all charges damages and expences ~~[illegible]~~ accrued or sustained or to accrue or be sustained by reason of such nonacceptance Thus done and protested at Fort St. George aforesaid the day & year above written

Exc.ge S.a Rps. 714..14a ... Ars 772..1a

Calcutta 30th Mar. 1805.

At one months sight please to pay to Mr. James Rankin (or order) the sum of Sicca Rupees Seven Hundred and fourteen fourteen Anas, or Arcot Rupees Seven Hundred and seventy two, one Ana, and place the same to account as pr. advice

of yr. obt. Servant
John Beaumont

~~[illegible]~~ To Mr. Howe Madras } Accepted
W. Howse
15. Apl. 1805.

On the 18th. day of May in the year of our Lord 1805. At the Instance of Mr. James Rankin of Madras Merchant the Payee & Holder of the Bill of Exchange whereof a true Copy is above written I D. Neale Notary Public by lawful authority duly admitted sworn & dwelling & practising at Fort St. Geo. Mad. on the Coast of Coromandel in the East Indies

919 99

Did cause the ?d Forgn. Bill of Exchange to be presented to M. Wm Bowen of Madras the Acceptor of the ?d Bill of Exchange for Payment of the Contents thereof upon which Presentment the ?d Acceptor neglected to pay and hath not at any time prior hitherto paid the Contents of the ?d Bill Wherefore I Notary ~~have Protested~~ at the instance aforesd have Protested & do hereby Protest as well against the ?d Drawer of the ?d Bill of Exchange and as against the ?d Acceptor thereof and all others whom it may concern for the non payment of the ?d Bill of Exchange and for Exchange re-exchange Interest & all Charges Damages & Expences suffered or sustained or to be suffered or sustained by reason of the non payment thereof Thus done & Protested at Sant Ct fco aforesd this 20th day of May in the year aforesd above written. —

Rs. Ps. 80 Madras 15th April 1805

The Month after date I promise to pay to J. K Lane Esq or order the Sum of Eighty Star Pagodas for Value received —

W. Bogg

Endorsed / J. K Lane

On the 18th day of May ~~Current~~ instant ~~Year~~ at the Instance of Mr John Hunter Cashier of the Madras Bank the Bearer of the Promissory Note of which the Copy is a true transcript / Daniel Veale Notary Public by lawful Authority duly admitted and sworn and dwelling and practising at Port St George Madras Did Cause the ?d Promissory Note

?d Bill of Exchange for Star Pags 1952:24:4:- Goa 17th January 1805

Gentlemen

At fifteen days sight of this our first of Exchange, the second of the same tenor and date not being paid, pay to Messrs Xalea Sinay and Santus Sinay Siraddeares Merchants in this City of Goa or their order the Sum of One thousand Nine hundred and fifty two Star Pagodas twenty four fanams and four bash for value received here and the same Sum you will carry to the Account of the Estate of the late Reverend Mr Michael Serreira whereof you are Executors as per advice. —

We are your very attentive & humble Sl.
/Signed/ Erasmo Anselmo Fragoso
Joad Valentine de Saldanha
Bromo Correa Mendes

We accept this Bill. this 16th March 1805 —
/Signed/ P. Francisco Caetano da Rozario
Joad Mendes —

For the most Revd Father
Mr Prior Francisco
Caitano da Rozario, and
Mr Joad Mendes
at Mailapore —

We transfer this Bill of Exchange to Guiana Naigue Mergie Balgateiro Inhabitants of Bagalcotta, to recover the Sum above mentioned, or his order — Goa Era ut Supra

(Signed) Xalea Sinay
" Santu Sinay

Translated from the Portugues Language by — Joseph Baptista
P. J.

For the most Revd Father Mr Prior Francisco Caetano do Rozario
and Mr Joad Mendes. -

Gentlemen

This serves to advise, that we have this day
drawn on you a Bill of Exchange at fifteen days sight in favor of -
Messrs Xalixa Sinay and Santus Sinay Siraddeares Merchants in this City
of Goa or their order for the sum of two thousand Nine hundred -
and fifty two Star Pagodas twenty four fanams and four Cash -
that rests in your hands as Executors of the late Revd Mr Michael
Ferreira; and we as heirs and legatees as it appears by the -
authenticated Documents, have drawn it expecting you will -
favor to honor our Signatures, and

We are your very
attentive and humble S.
[Signed] Erasmo Anselmo Fiaffe

Brm eu Correa Cnffe

The proper Parties - Joaquim Joad da Costa
Translated from the
Portugues Languages by
Joseph Baptist
P. 9

1 Cambio por Pagodes dos Estrelo 2952:24:04

Goa a 17 de Janeiro de 1805

Senhores

A Prima dias de vista desta minha primeira Letra de
cambio, segunda por mesmo teor edatas nao sendo paga pagarao aos Snrs
Xalixa Sinay, e Santus Sinay Siraddeares Negociantes nesta Cidade de Goa
ou a Sua ordem a Soma de mil novecentas Sincoenta, e doas Pagodes de Estrelo
vinte e quatro Fanams, e quatro Cazas. por valor recebido nesta e -
a mesma Soma levarao em conta do defunto o Rmo Snr Michael

Ferreira

Assinamos estas Letras hoje
16 de Janeiro de 1805
Pr Francisco Caetano do Rozario
Joao Valentino de Jaffe

Ferreira de que Vmces Saõ Testamenteiros, como por acesso-

De Vmces

Somo

Muito attentos e Humes S.
Erasmo Anselmo Fiaffe
Joao Valentino de Jaffe
Brm eu Correa Jnff

Ao Rmo Snr Pe Mr Prior Francisco
Caetano do Rozario e Snr Joao Mendes

em
Mathias

Tres passos esta Letra a quoma Naique
mingo Balgateiro mor em Bagalcotta pa cobrar a
quantia asima mencionada ou a sua ordem Goa
Era ut supra -

Xalixa Sinay -

Santus Sinay

Rmo Snr Pe Mr Prior Francisco Caetano do Rozario
e Snr Joao Mendes

Senres

Esta serve de aviso de como nesta dia
temos sacado sobre vmces huma Lettra de Cambio aquinze dias de vista a favor
dos Senres Xalixa Senay e Santus Sinay Siraddeares negociantes nesta cidade de
Goa ou a sua ordem pella Soma de mil novecentas Sincoentas e doas Pagodes
de Estrella vinte e quatro Fanams e quatro cazas que ficaraõ nas maons de Vmces
como Testamenteiros do defunto o Rmo Snr Michael Ferreira ens como herdeiro e legs
tario como se mostra dos documentos autenticos tenor sacado esperando do
seo favor de honrar a nossa firma ifeyto

De Vmces
Muito attentos e Hums S.
Erasmo Anselmo Fiaffe
Joao Valentino de Jaffe
Brm eu Correa Jnff

Goa
a 17 de Janeiro de 1805

Goa as partes proprias. Joaquim Joao da Costa

On the 3rd Day of June in the
year of Christ 1805 At the instance
of Gopaul Doss Baboo Manhopur Doss of Madras
Lowcar (the Bearer of the bill of
Exchange whereof a true Copy is
above written) I Daniel Neale Notary
Public by Lawful Authority duly admitted
Sworn and dwelling Practising at Fort
Wm Madras on the Coast of Coromandel
Did Cause the 1st original Bill of
Exchange and also the 2nd letter of
advice thereunto Attached to be
presented to the Most Reverend Father Mr
Prior Francisco Caetano do Rozario &
Mr Jose Mendez the acceptors of the
1st bill for payment of the Contents thereof
upon which presentment the 2d
Acceptors Severally neglected to pay and have
not nor hath either of them yet Pd
alleging as a reason that the said Bill was not properly indorsed
the 2d Contents Wherefore Protesting
at the instance aforesaid have
protested And do hereby protest
against the Drawer & Indorsers of
the 2d bill of Exchange and against
all other Persons whom it may
concern for non payment of the Bill
of Exchange and for Exchange Nexchange

interest Bill Costs damages &
expences sustained or incurred or
to be sustained or incurred for
reason of such non payment. Thus
done & protested at Fort St
Georg and the 4th day of June
in the year of our Lord 1805

Str Pags 300

To Messrs Colt Baker & Co.
Gentlemen

At ten days after sight of this my only bill be pleased to pay to Mr Assist Surgeon
W. Willyams, or his order the sum of Star Pags (300) three hundred, which place to the account of Gentlemen

Your Obedt Servt
John W. Smyth Lieutt & Adjt
1st Battn 66th Regt N.I.

Galnah
April 31st 1805

(Indorsed)

Be pleased to pay the Amount Str Ps 300 to Messrs Parry & Lane at Madras
Wm Willyams
Asst Surgeon

Galnah
May 7th 1805

Noted for non acceptance
4th June 1805
D. Nicol Ins

Madras April 22nd 1805

Exchange 350 Pp

At ten days after sight please to pay to Messrs Lee and Shaw or Order the sum of sixty one
Pagodas for value received & place the same to my Account without further advice from

Your Obedt Servant
Thomas Rotturson

To Vencatarnarsoo Puntaloo.

(Indorsed)
Lee & Shaw
Pay the contents to C Lutchumeyer
or order
~~Alexander Bratain & Co~~
Pay the Contents to Bundoo Vencatasha or order
C ~~Lutchumeyer~~

Noted for N. Ingeram
11 June 1805 - Dh. N. Pg

Madras 22 April 1805

Exchg 350 Pp

At five days after sight please to pay to Messrs Lee
& Shaw or Order the sum of Ten Pagodas for value received & place
the same to my account without further advice from.

Sir your Obedt Servt
Thomas Robinson

To Charles Henry Churchill Esqr
Rajahmundry

(Indorsed)
Lee & Shaw
Pay the contents to C Lutchumeyer
or order
~~Alexander Bratain & Co~~
Pay the Contents to B Vencatashaw or order
C Lutchumeyer