Mayors Court Record
VOL. NO. 12

MAYOR COURT.

Exchange Insurance Office
Madras 2d April 1798.

No 1.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being our proportion of a Dividend declared this day.

Star Pags 200 – –

Fullerton Willie & Co

Exchange Insurance Office
Madras 2d April 1798.

No 2.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being our proportion of a Dividend declared this day.

Star Pags 200 – –

Fullerton Willie & Co

Exchange Insurance Office
Madras 2d April 1798.

No 3.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being my proportion of a Dividend declared this day.

Robert Woods

Star Pags 200 – –

Exchange Insurance Office
Madras 2d April 1798.

No 4.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being my proportion of a Dividend declared this day.

P Conolly

Star Pags 200 – –

Exchange Insurance Office.
Madras 2d April 1798.

No 5.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being my proportion of a Dividend declared this day

R Shore

Star Pags 200 – –

Exchange Insurance Office.
Madras 2d April 1798.

No 6.

Received of Mr R. A. Maitland Secretary to the Exchange Insurance Company Two Hundred Pagodas being my proportion of a Dividend declared this day

Hunt Leveth.

Star Pags 200 – –

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 Waters Notary Publick by 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 Fahrealum whereof One Moolah Feroos Hosen 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 twenty 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 Feroz Hosen 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 Chuibins for the above One hundred and thirty Doogies - 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 Master 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 Employer a Paper in the Persian Language which imported that as Moolah Feroos Hosen 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 had been appointed in his place and had shipped and had taken charge of the Cargo of the same Ship Fahrealum he the said Ajee Mouchet bin ally Shaw would become answerable to the Principal or the Declarants for the Money which was owing to him on the Ships account or to that effect to the like effect - And the Declarants further made known and declared for truth to me Notary the said Ship Fahrealum with her Cargo under the Commands of the said Moolah Feroos Hosen and 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 Esq 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) THoseason (LS)

Signed { Robt Scaun
Josh Crampton

Naval Officer at Madras

By Peter Rainier Esqr 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 Rainier

Thomas Hoseason Esqr
Naval Officer
Madras

A True Copy
(signed) T Hoseason
Asst Naval officer

By Command of the Commander in Chief
signed T Hawker
Secy

(LS) (signed) Chas Walters
Not Publ

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 Niram Saib and Saidoo Bois Gomastahs for and on behalf of Mahadoss 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 Fahir Alem of the burthen of One thousand Tons or thereabouts and then being (as she still is) the property of Moola Feroze bin Hussen Shaw was bound on a Voyage from Madras towards Rangoon under the Command of the said Moola Feroze bin Hussen Shaw or other Navigator under him — And that the said Moola Feroze bin Hussen Shaw as Owner as aforesaid having taken up at Respondentia of the said Mahadoss 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 Fahir Alem and her Cargo from the Port or road of Madras to Rangoon and at Rangoon to be paid at the Exchange of five Sicals of the twenty fifth Silver per each Pagoda Amounting to Sicals 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 Fahir Alem at the Port of Rangoon the said Moola Feroze bin Hussen Shaw (by his Name and by the addition of Merchant and Owner of the said Ship Fahir Alem) executed a Bond of Respondentia dated in Madras the eleventh day of September One thousand eight hundred and one to the said Mahadoss 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 Feroze bin Hussen 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 Feroz bin Hussen Shaw concerning the Monies made payable by the aforesaid Bond of Respondentia which had long theretofore become due — And that on the twenty fourth day of November last the same Monies

amounted

Amounted to Forty two thousand and two hundred Sicca's 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 Feroze bin Hussen 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 tairs of Shimbeam plank Eighty three dooghies twenty large Mast pieces twelve Kedgepieces 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 Feroze bin Hussen 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 Feroze bin Hussen Shaw enter into and execute to the Declarants Nizam Sail for and on account of the said Mahadoss 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 Mourchit bin Ally Shaw and bearing date the said twenty fourth day of November in the Penalty of Eighty four thousand four hundred and one Sicca's 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 Sicca's 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 Feroze bin - Hussen 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 Mahadoss 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 further now 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 Mahadoss and Jearam Doss and with two Armenians Nazad Gregorio Lucas and Isaac Moses - Simeon on behalf of Samuel Moocartish Moses of Madras Armenian Merchant

Merchants 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 Mourchit bin Ally Shaw was going to Muscat that the Declarants thereupon answered that the property of their Principals the said Mahadoss 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 them 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 Executors 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 took on board the Hummayoon Shah that afterwards Mahomed Ibrahim Navigator of the last mentioned Ship did at the instance of the Declarants send aboat 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 Executors 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 sight And that the Declarants having arrived in the Ship Hummayoon Shaw on the day of the date of these 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 Ague Mourekit bin Ally Shaw and against the said Moola Serose bin Hurem 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 one 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) Chs Walters Not Publ

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 Twenty day of January 1813 Sworn - Before Me

(Signed) C H Sheen -

(Signed) Henry Gwillim -

Be it Known unto all Persons by this Public Instrument of Declaration and Protest That on this twenty Second day of December in the year of our Lord one thousand eight hundred and ten 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 Commandel in the East Indies Personally appeared Charles Howard Sheen Commander of the Ship Gilwell now laying in the road of Madras whither she arrived on the twenty first instant from her Voyage from London and Madeira and the said Appearer at the said time and place declared for truth to the 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 toward 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 Road in the Sixth day of the said Month of July - on her Voyage to Madras and the Appearer declared to the 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) she 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 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 the 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 the 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 the 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 the 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 the 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

[illegible] the Commander Officers & Passengers offic[illegible] names

Chas. Howard Sheen
Henry Duncan
Geo. Dawson —

Geo. Chinnery
M. S. Moore
Joze Dean

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

Oct. 1. Fresh breezes and Cloudy weather Carried away the Lower Studding Sail Haulyards & the Shop of the Foretop Mast Studding Sail. Sash 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.

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

Nov. 5. At 4 A.M. fresh breezes and Squaly weather with rain. Saw the Land bearing North. tacked. Wind very Variable. at half past 4. the Wind Shifted to W.S.W. Tacked. when the Wind again Shifted to N.N.W. in a heavy Squall which carr[illegible] away the 2 top gallant masts. fore & main top masts. Employed Clearing the Wreck Saw the Land right ahead. Attempted to wear Ship. but finding that we could not clear the South part of Hog Island bearing N.E. distance off Shore about a Mile & half.

Nov. 12. At 5. P.M. Came on a heavy Squall from the N.W. Split the Jib and foretop Mast Stay Sail. At 6. heavy gales and thick Squaly weather with Rain Split Cheroon & Mizentop Sails.

17. (Observations) Stock of Provisions Remaining this day Viz. 4 bags of Rice. 3/8 Casks of Salt beef. 3/4 of a Cask of Pork & Kegs of Butter 900 Gallons of Water. —

We are now endeavoring to get far enough to the Northd. that may enable us to Weather Hog Island upon a North Course having in the S.E. whilst the Winds are prevailing in the N.W. quarter. The above Statement of Provisions will serve to Shew the Cautions 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 Ch. Sheen Commd.
(Signed) Henry Duncan Chief Off.
Joze Lan[illegible]

M. S. Moore
Geo Chinnery

Lat. Observ. 0-59-19" —

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

Dec. 1. Lat. obs. 6.-15 N. at day light finding ourselves to Windd. & the land not in Sight, Called a Consultation of the Captain and Officers upon the present State of the Ship. when it was unanimously agreed to bear away for Antigua 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

Ch. H. Sheen Commd.
Henry Duncan 1st. Officer
Geo Chinnery
M. S. Moore
Joze Lan[illegible] 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 further more declared for that on the ninth day of November last and whilst the said Ship Gilwell was lying off Hog Island at Anchor with a Grapnell carried out, in order to warp her farther from the Shore and also 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. —

Chas Walters
Not. Pub.

L.S.

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
Nineteenth Day of January
1803. Sworn before me J. M. Strange

January 22d 1802

Appeared Personally before me Chas Wallace
Not. Pub. &c Wm Tate & Robert Allan of the
Ship Vulcan belonging to Messrs Abbott & Maitland
& protest &c damage done to the Ship & Cargo
on the West Coast of Sumatra which
is recorded in the following Extract from the Ships Log

Monday Sept 27th 1802

At 1 past 6 P.M. Steering from S.E. by S. to
S.E. to pass Patoan 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 round
the main, - saw into 6 fms - and before we could
get her head round from the Island she struck
on the reef At went 4 immediately -
However we have reason to suppose the
Ship have received some damage

Wm Tate
Robt Allan

Madras 4. October 1802

Five Months after date Pay unto Mr
Edward or his order the sum of Two hundred
Sicca Rupees & thirty two Fanams -
with Interest at 12 Per Cent Per Annum
Ant Chandon

Protested Date 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 Sicca Rupees 800/ Value received
here and place the same to my Account

Yr Obedt Servt
C. Chinniah Pr

Richis Polly
18 Jany 1803
(Indorsed) Pay
the contents to Messrs Chase Chinnery
& Mr Donald -
J. Pater

On this 1st day of February in the year of our
L. 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 Do present the
orig. Bill of Exchange (whereof the above Transcript
is a true Copy) to R. Cothumbacum Chinniah
Moodliar &c Esqr on whom the s.d bill is drawn
for his acceptance thereof upon which presentment
the s.d Drawee wholly refused to accept the Bill
for want of funds of the Drawer to answer the
same bill Wherefore I the said Notary (at the
instance of Messrs Chase Chinnery & Mr Donald
the Holders of the s.d Bill of Exchange) Have