

they giving security to return in three years. Batchelors who are not Factors, going over with leave, may stay and inhabit there. Any Inhabitants of the *Indies*, whom they know to be married, they may oblige to return thither, and they may also oblige Factors in the *Indies* to be accountable to their Merchants here, and Factors here to their Merchants there.

Merchants
Passengers.

Those have Passes as Merchants who Ship Goods above the value of 300000 Marvedies,

Women who have their Husbands in the *Indies* are permitted to go over to them; the Women are to make the same proofs, as to their qualifications as the Men. No single Women are allowed to go over to the *Indies*.

No Person tho' commissioned by the King, being marry'd, can go without his Wife, and tho' the Commissioners can grant leave to any Merchant to go with his Wife's consent, yet they cannot to Governours.

Passes or Licenses not made use of when granted, are of no use afterwards, nor any from the King, if they be not presented within two years.

No Captain or Master of a Ship is allowed to furnish the Passengers Diet. All Passengers are to make Oath, that they shall not stay behind at any Port the Fleet shall happen to put into.

The Rules about passing from one Province to another in the *West-Indies* are, that none go from *Venezuela* to *Granada* without leave from the King. None are allowed to go over to the *Philippine* Islands except Soldiers.

The Inhabitants of the *Indies* must have a License before they can come over to *Spain*, and must make it appear that they are not indebted to the King.

None can go from the *Canary* Islands to the *Indies* to settle there, without leave expressly had.

From the time the Ships sail from the *Indies*, till they are searched in *Spain*, no Man is to go on Shore but in case of absolute necessity.

In the year 1560 it was ordain'd, that Persons going over without leave, should forfeit all they had acquired in the *Indies*. And Pope *Alexander VI.* excommunicates all those that go over without leave.

No Clergymen are allowed to go over to the *Indies* without a License, and such as go without Passes are to be sent back to *Spain*.

By an order of the 9th of *November* 1530. all Foreign Friars are forbid to go over to the *Indies*, to prevent which, the Missionaries of the Societies are described in the Register of those Ships they go aboard of, that the Magistrates of the *Indies* may compare them, to see they be not changed.

In the year 1664. the Jesuits were allowed in the Missions his Majesty grants them for the Inland parts, to send one fourth part Strangers of their Orders, provided they be his Majesty's Subjects.

The Religious Men we have hitherto spoke of, are those the King sends at his own cost and charge, to be employed in converting and instructing the Natives, and he allows them for their Expences, and Necessaries, and Provisions at Sea. They are also allowed the *Viaticum*, or daily bread, in coming from their Monastries to *Sevil*, and the King pays for their Passage at the rate of 45 Ducats Plate for every Priest, and 36 for every Lay-Brother.

In the year 1583. there was an Order, directing the President and Commissioners not to permit any Religious Man of the Order of the *Carmelites*, to pass tho he have the King's Licence, unless it bear a *Non obstante* to the said Order. And in the year 1601. all religious Orders were prohibited passing that had no Monastries in the *Indies*.

In the year 1535. all Religious Men, not under Obedience, were prohibited from going to the *Indies*, unless that particular were express'd in his Majesty's Licence.

In 1552. all Religious Men were prohibited to carry any of their Kins-women with them to the *Indies*.

In 1553. it was ordered that no Friars that came under one Commissary to be ship'd off, should go to another.

No Religious Men of any Order can be Chaplains to Men of War or Merchant-Ships.

All Religious Men are prohibited to Trade or Traffick.

No Clergymen are allowed to go over till they have been examined.

Any Religious Man may go over to the *Indies*, giving security to return in such a time.

No Clergyman is allowed to officiate in the *Indies* who has not had his Pass.

No Clergyman can come over from the *Indies*, till he has been there ten years.

Any Clergymen that do not live in Obedience under their Order are to be sent into *Spain*.

No Religious Man can carry any more Money from the *Indies* with him than what is necessary for his Voyage.

An Admiral or Vice Admiral that brings over any Religious Man without leave, is to be fin'd in 500 Ducats, and other Commanders in 2000.

No Stranger is allowed to Trade in the *Indies* without Licence from his Majesty. And those who are Naturaliz'd are not to be Masters of Ships, or to enjoy any other Employment.

With reference to this Trade, all are counted Strangers that are not born in the Kingdoms of *Castile*, *Leon* and *Aragon*; and the *Navarrois* are admitted, as being Naturaliz'd in the years 1553 and 1581.

There is an Order in the year 1591. for expelling out of the *Indies* all Persons who were not Natives of *Castile*, *Aragon*, *Valencia* and *Catalonia*.

Those who are Natives of *Castile*, *Aragon*, *Valencia* and *Catalonia*, must prove themselves such by Certificates from the Parishes where they were Christened. There is a Law that all the Children of Strangers born in this Kingdom, shall be accounted Natives in the *Indies*.

It was decreed in the year 1562. that such Strangers that resided in *Spain* or the *Indies*, ten years, and marry'd to *Spanish* or *Indian* Women, should be accounted Natives. But in the year 1602. the term was enlarged to 20 years, ten of which they must be marry'd to *Spanish* or *Indian* Women, and then they are only to Trade with their own Stocks, upon pain of forfeiture of both the Parties Goods, and the former Naturalization.

In the year 1601. it was ordered that no Stranger should sell Goods upon trust, to be pay'd in the *Indies*, and that the Goods so sold should be forfeited.

Of the Trade of Spain.

A Stranger, before he is Naturaliz'd, must have an Estate Real, to the value of 1000 Ducats.

There is a Book in the *India House*, of such Strangers as may Trade to the *Indies*, and such as may not. In the year 1557. it was ordered, that whoever bought any thing of a Foreigner, should be sent Prisoner into *Spain* and forfeit half his Goods. Another Law forbids all Strangers residing in the *Indies*, or going over thither, and that such as are there shall be expell'd.

All Strangers and Enemies to the Crown of *Castile*, taken beyond the *Canary Islands*, were to be executed without acquainting his Majesty, but now it is not so.

From the Order of expelling all Strangers out of the *Indies*, Sailors and Handicrafts Men, who have lived many years in the *Indies* and are married, are excepted.

Letter Carriers in *Spanish* are called *Correos*, and these are Foot Posts, those that ride being commonly distinguished by the Name of *Estafetas*. In *Pera* they call them *Chasquis*, whether they be Foot or Horse Posts.

The Office of Post-master of the *Indies* was instituted in the year 1514. who had also the dispatches of all Expresses sent by Sea to *Spain*, or from *Spain* to the *Indies*.

In the year 1628. the Council rated all Letters brought from *Spain* to the *Indies*, or from the *Indies* to *Spain*, as follows, viz. for every single Letter a Royal, and for all above that, a Royal an Ounce, for as many as the Packet weigh'd, and if a pound, half a Royal for all that is above.

In the year 1637. the Count de *Onate*, who was General Post-master of *Spain*, was made Post-master of the *Indies* by Inheritance.

The Post-master of the *Indies* is an Officer of the Royal *India House*, and therefore he, who is chosen to execute it by the Proprietor, is sworn as other Officers are.

The Post-master of the *India House* resides at *Sevil*, and is to receive all Dispatches sent from the *Indies*.

The Post-master is forbid to Farm any Post under him, but they are to be committed to some Persons appointed him.

It is enacted, That when one Person hires a Packet, the other Letters that go by that Packet, be not delivered till so many hours after those, sent by him that employs him. The Post-master is forbid putting many Letters together in a Packet to raise the Postage.

When any Express is going that is not private, the Messenger may take Packets by the way at the ordinary Postage.

The Post-master is only allowed the tenth part of what is paid for Expresses. No Stranger is to be employed in the Post Office.

The settled allowance is eight Royals, Plate, a League, and then the Messenger is to perform 30 Leagues a day.

When an Express is sent with the news of the arrival of the Galleons and Flota's, he is to carry no Letters but what is mentioned in his *Parte*, which is a Certificate of the Place, Day, and Hour of his out-setting and what Letters he carries.

In the year 1702. it was ordered that no Magistrate or private Person should presume to open or detain Letters, or hinder any Person from writing under severe Penalties.

In the year 1664, it was ordered that a Copy of Packets, sent to the *Indies*, belonging to the Council, should be kept in the *Contadaria* or Comptrollers Office of the *India House*.

For the forwarding the Trade of the *Indies*, there were certain Partnerships instituted, whom they formerly call'd Merchants of Gold and Silver, but now they are term'd Buyers.

The business of this Employment is to buy Gold and Silver Ingots, and have it coin'd.

Those Buyers have no need of any Warrant from the King, but two of them being Partners, are obliged to give 40000 Ducats Security.

This business of buying Gold and Silver is free to all Men, and is not very advantageous, their profit being about four Marvedies in a Mark of Silver, and one Marvedie in a Peso of Gold; that is about a half penny in eight Ounces of Silver, and half a Farthing in eight Shillings value of Gold.

After giving Security of 40000 Ducats, the Principals are bound jointly to be answerable for all the Gold and Silver, both or either of them receives, and to deliver their Plate into the Mint, and the Prior and Consuls declare themselves satisfied with the Security.

The *Escribano* of the Mint takes an exact account of all the Gold and Silver carry'd in, that it may be made good by the Treasurer.

The King's Plate is sold according to the Assay, put upon the Bars in the *Indies*, at 6 Marvedies and a half, over in every Mark, or eight Ounces, the Duties belonging to the King's Privy-purse, to be left with the Treasurer. The Gold is to be sold upon condition to be assayed, after the rate of 605 Marvedies for every Peso, 22 Carrats and a half fine.

Silver that has sometimes a mixture of Gold in it, is sold according to the Assay in the *Indies*, and six Marvedies and a half over in each Mark, and the Grains of Gold in it, at six Marvedies a Grain, and there are three Royals and a half each Mark, of what it amounts to after this abated for the charge of separating the Gold from the Silver.

The Plate belonging to the Lords of the Council, is sold at the same rate.

The *English* and *Dutch* have a considerable Interest in the Plate Fleet, as having from the beginning largely contributed towards the charges of the *Spanish* Expeditions; which was conniv'd at by that Nation who wanted Money to carry on the vast Enterprizes at which they had grasp'd: And tho for some years past, they have been deprived of their Shares, by the Duke of *Anjou's* Accession to the Throne of *Spain*, 'tis to be hop'd now there is so much Appearance of his being compell'd to leave that Crown, that they will, in due time, be indemnify'd of all their Losses.

I now come to speak of our Trade to the *Streights*, which consists of several Branches: As that to *Italy*, *Turky*, *Barbary*, &c.

Our Trade to *Italy*, is much of the same Nature with that to *Spain*. We carry thither Woollen Manufactures, and some other *English* Goods, and take there, Wines, Oyl, Fruit, looking Glasses, and several other Goods of the Product and Manufacture of that Country.

The principal Places to which we trade, are, *Venice*, *Genoa*, *Florence*, *Leghorn*, *Palermo* and *Messina* in *Sicily*, and some other Ports.

Our *Turky* Ships do very often touch at *Leghorn* to take in there Pieces of Eight, which is the Money that passes best in *Turky*; and likewise to take in Provisions and Refreshments.

The limits of this cursory Discourse, won't allow me to descend to any thing of a particular Account of the Trade of *Italy*, which is too extensive to be comprehended in so small bounds. And so it shall here suffice, that I acquaint the Reader, that in former times, *Venice* and *Genoa*, were the greatest Marts of *Christendom* for *India* Goods, before we had found out the way of going about by Sea. The *Venitians* do still maintain a good part of their Reputation in the World; but that of the *Genoese* is so entirely sunk, by the manifold Affronts they have suffer'd to be put upon them by the *French* and others, by whom they have been overaw'd, that they are hardly look'd upon as a free Republick.

As for our Trade to *Turky*, I partly refer my self to what I have said in the beginning of this Discourse; not designing here to enlarge upon it.

We carry thither Woollen Manufactures and some other *English* Commodities. There is commonly at the Port, an Ambassador from the Crown of *England* to protect the Merchants in their Traffick; which is very considerable.

Constantinople is the Metropolis of *Turky*, and the Seat of their Emperor; where of consequence, our Ambassadors reside; but *Smyrna* is the principal Port, whither we carry our Commodities by Sea.

The Commodities that are found here to abound, and that are hence transported into other Contries of *Christendom*, are Cotton Wool, which in great plenty grows in the adjoining Plains of that City; also Galls for Dyers, Anniseeds, Wax, Cotton and Grogram Yarn, Carpets, Grograms, Camlets, Mohairs, and some Fruits and Drugs; raw *Persia* Silk is likewise brought hither by Land from *Persia*, and all other Commodities found in *Turky* or of that Growth are there to be had, and the Commodities there vendel from *England*, are Cloths of *Suffolk*, *Essex* and *Gloucester*, Kerlies of *Yorkshire* and *Hampshire*, Lead, Tin, Callico, Pepper, Indico and other Spices, which within these late years we had formerly from this and other Places of *Turky*, and which now by the Commodity of the *East-India* Trade and Navigation, we carry to them; and from *Venice* is brought thither some Cloth, Paper, Silks, Velvet, &c. and from *France*, some few Cloths and Paper, &c. great store of Bullion, which never returns into *Christendom* more, carried thence the *Armenians* and *Persians* to their Native Countries.

The *English* commonly enjoy greater Privileges in *Turky* than any other Nation, having several particular Exemptions, which are not granted to others.

The Commodities of *Aleppo* are commonly those of *Asia* and *Africa*, as Spices of all sorts, Drugs of all sorts, Silks of *Persia*, Gems of *India*, Spices of *Arabia*, and the common Commodities proper to the Country, as Grograms, Grogram Yarn, Galls, Cotton and Cotton Yarn, Silk of *Tripoli*, *Bocai*, *Bedovine* and *Damasco*, and other sorts in great quantity. But now let us fly a word of the Trade of *Egypt*, which is likewise under the Dominion of the Grand Signior.

Damiatta, called by the *Arabians*, *Damiat*, a famous City of *Egypt*, is situate upon the *East* side of *Nilus*, about eight Miles from the mouth of it. Next to

Cane,

Cairo, it is the greatest, most beautiful, the richest, the most populous, and the fullest of Merchants of all *Egypt*; for the conveniency of Trade draws thither a great number of People from all Parts of *Turky*.

It is built upon the River *Nilus*, in the form of a half Moon. The Waves of this River, that wash the Foundations of their Houses on that side, and the great number of beautiful Mosques, together with the Fleet of Ships and Barks that ride in the Haven, yield a most delightful prospect.

There are no Walls, nor Fortifications, only a round and very high Tower, that stands at the end of the Town towards the Sea, where there is neither Watch nor Ward, nor Guns.

In this City there is great trading in Linnen, Rice, Coffee and Stuffs; a great number of Ships go out of this Haven every year, small and great, loaded with Rice for *Turky*.

Alexandria, likewise is a considerable City of *Egypt*; there are two Havens in it, the one called the old Haven, where Ships enter in with a *West* Wind, but now it is of no use but to secure the Vessels that sail from the *East* towards the *West*, when the bad weather obliges them to seek for shelter. The other is called the new Haven; where all the Ships arrive, and where they now cast Anchor.

And now I am speaking of the Trade of *Egypt*, I shall give an Account of the Commodities that are carried from *Egypt* into *Europe*, whether by way of *Marseilles*, or by *Leghorn* or *Venice*, with their ordinary prices.

The Commodities that are ordinarily carried out of *Egypt* into *Europe*, are,

Gums.

As of *Benjoin*, whereof 110 Rotols cost 75 Piasters.

Bdellion, whereof the Quintal costs 50 Piasters

Arabic, whereof 135 and one third of the Rotols of *Cairo* costs Abukelba.

Adragum, whereof the Quintal of 110 Rotols, costs 10 Piasters

Luk, whereof the Quintal of 110 Rotols, costs 15 Piasters.

Turick, whereof 130 Rotols, cost 9 Abukelbs

Myrrh of *Ethiopia*, whereof 110 Rotols cost 40 Piasters.

Frankincense, whereof 110 Rotols cost 12 Piasters.

Juices.

As Aloe Cicotrin, whereof the Quintal cost 9 Piasters.

Epatick, whereof 150 Rotols cost 28 Piasters.

Opium, whereof the Quintal of 110 Rotols costs 28 Piasters.

Indigo named *Serquis*, whereof 150 Rotols costs 70 Piasters.

Indigo of *Bazdat* is worth nothing.

Indigo of *Ballader* is likewise worth nothing.

Cassia, whereof the Quintal costs 5 Piasters.

Sugar in great Loaves, whereof the Quintal costs 14 Piasters and a half.

In little loaves, whereof the Quintal costs 15 Piasters.

Sugar-candy costs 28 Piasters.

Sugar-soltani costs 25 Piasters.

Sorbet, whereof the Quintal costs 20 Piasters.

Wood.

As Saddal-wood costs 33 Piafters.
 Citron-wood costs 25 Piafters.
 Turbit-wood costs 30 Piafters.
 Ebene-wood costs 41 Piafters.
 Brafil-wood costs 28 Piafters.

Rinds of Trees.

As Cinamon of *Conchi*, whereof 150 Rotols costs 60 Piafters.
 Of *Malahari*, costs 25 Piafters.
 Of *Zeilani*, costs 100 Piafters.

Fruits and Seeds

As Caffia, cost 20 Piafters.
 Coco of *Levant*, whereof 133 and $\frac{1}{4}$ Rotols costs 23 Piafters.
 Corriander Seed, whereof the Quintal costs 3 Piafters.
 Coffee, whereof the Quintal costs 25 Piafters.
 Dates, whereof the Quintal costs 3 Piafters.
 Mirabolans Kébeus, whereof 150 Rotols costs 20 Piafters.
 That Surnamed *Balludri*, costs 23 Piafters.
 That Surnamed *Citrin*, costs 6 Piafters; but is little worth.
 Nutmegs, whereof 110 Rotols cost 200 Abukelbs.
 Nuts to vomit, whereof 113 Rotols costs 7 Piafters.
 Cardamum, whereof the Quintal of 130 Rotols costs 140 Piafters.
 Ben, a Fruit of the *Indies*, whereof the measure of a Rotoi costs 7 Piafters and a half.
 Tamarindis, whereof 110 Rotols cost 15 Piafters.
 Coloquinte, whereof 100 Rotols cost 10 Piafters.
 Pepper whereof 100 Rotols cost 22 Piafters and a half.
 Cloves, whereof 126 Rotols cost 25 Piafters.

Herbs.

Flax comb'd, whereof the Quintal of 100 Rotols costs 5 Piafters.
 Flax or Hemp of *Menuf*, 6 or 7 Piafters.
 Flax or Hemp of *Squinari*, whereof the Schive costs 10 Piafters.
 Black Flax, whereof the Schive costs 10 Piafters.
 Flax or Hemp of *Fium*, whereof the Schive costs 8 Piafters.
 Hemp of *Forferr*, 7 Piafters and a quarter.
 Hemp of *Oleb* of the *Besaurins*.
 Sent, the Quintal costs 40 Piafters.

Flowers.

As Spikenard, whereof 133, $\frac{3}{4}$ Rotols cost 120 Piafters.
 Saffron of *Nambrosia*, whereof 110 Rotols cost 12 Piafters.
 Saffron of *Saiday* costs 6 Piafters.
 Cotton in Ramo or Branches, costs 6 Piafters.
 Cotton in Thread, costs 20 Piafters.
 Ordinary Cotton costs 10 Piafters.

Roots.

As Hermodats, whereof the Quintal of 110 Rotols costs 3 Piafters.
 Root called Sine, of the finer sort, costs 200 Piafters.
 Ginger, whereof 113. 4 Rotols cost 25 Piafters.
 Cretonart, whereof 110 Rotols costs 15 Piafters.
 Rhubarb, whereof the Rotols costs 5 Piafters.
 Salsepareille, whereof 113 Rotols cost 200 Piafters.

Teeth.

As fine and great Elephants Teeth, 110 Rotols cost 25 Piafters.

Wool.

As Wool unwash'd, whereof 200 Rotols cost 6 Piafters; wash'd, the Quintal costs 10 Piafters.

Feathers

As of the Ostrich of the first and second sort, whereof the Rotol costs 24 Piafters.
 Of the Tails, whereof four Rotols cost 24 Piafters.
 Of the black, four Rotols cost the same price.
 Sharp, 1100 cost 1 Piafter and a half.
 Of the Wings, 100 cost 6 Piafters.

Fish and other Commodities

As the Lizard green, 1100 cost 30 Piafters.
 Pearl Shells, whereof 1100 cost 10 Piafters.
 Salt-Fish, 200 clean cost 25 Piafters.

Mommies.

Whereof the Quintal of 110 Rotols costs 2 Abukelsb.

Salts.

As Armoniac, whereof the Quintal of 200 Rotols costs 16 Piafters.
 Niter, or a kind of a Salt-petre, whereof 140 Rotols clean, cost 1 Piafter.
 Roch-alum, whereof the Quintal of 132 Rotols costs 9 Piafters.

Linnen

Blue-linnen, the piece containing 40 Ells of *Cairo*, costs 65 Medins.
 Of *Alexandria*, the Piece costs 55 Medins.
 Of *Memf*, the Piece of 35 Ells costs 80 Medins.
 Great blue of *Inbab*, the Piece of 30 Ells costs 150 Medins.
 Little blue of *Cairo*, the Piece of 12 Ells costs 12 Medins.
 Of *Alexandria*, the Piece costs 14 Medins.
 Of *Col*, the Piece costs 14 Medins.
 Painted, costs 60 Medins.
 Battanones, the Piece costs 20 Medins.
 Magrabines, whereof the Piece costs 55 Medins.
 Mellaine, whereof the Piece costs 30 Medins.

Lizarde.

Of the Trade of Spain.

Lizarde, whereof the Piece costs 120 Medins.
Cambraine, whereof the Piece costs 3 Piafters.

Stuffs.

As wrought Stuffs of *Cairo*, the Piece costs 18 Medins.
Of *Dametta*, between 25 and 30 Medins.
Of *Alexandria*, 24 Medins.
Fine Girdles of *Rosetta*, costs by the dozen, 14 Piafters.
Ordinary Girdles by the dozen, 10 Piafters.
Fine Handkerchiefs, at 18 to the Packet, costs 24 Medins.
Ordinary Handkerchiefs, of the same number, 12 Medins.
Other ordinary ones, at 10 to the Packet, costs 10 Medins.

Bladders.

As Musk, whereof the Dram costs 2 Piafters

Carpets.

As fine Carpets by the Ell, costs about 2 Piafters or 1 and a half.
Course Carpets, costs half a Piafter an Ell.

*An Account of such European Commodities as are commonly
carried into Egypt and sold there; with their ordinary prices.*

Minerals.

As Agarick, whereof the Ock, of 400 Drams is worth a Piafter.
White Arsenick, whereof the Quintal of 125 Rotols is worth 9 Piafters.
Yellow Arsenick is worth 14 Piafters.
Archifu, whereof 150 Rotols are worth 8 Piafters.
Orpiment, the Chest or Box is worth 25 Piafters.
Antimony is worth by the Quintal, 200 Piafters.
Sublimated, one Roto is worth a Piafter and a half.
Quick-Silver, 102 Rotols are worth 100 Piafters.
Vitriol by the Quintal, is worth 70 Piafters.
Vermillion, whereof 110 Rotols are worth 14 Piafters.
Cinaber by the Quintal, containing 102 Rotols, is worth 150 Piafters.
Salsepareille, whereof 110 Rotols are worth 200 Piafters.

Flowers and Herbs.

As *Nardum Celticum*, whereof the Quintal, containing 110 Rotols, are worth 55 Abukelbs.

Spikenard, whereof 110 Rotols are worth 150 Piafters.

Iron, Steel, Copper, Lead and Pewter.

As Copper thread, whereof 150 Rotols of the greatest cost 6 Piafters; and of the least 50 Piafters.

Beaten

Beaten Brals 20 Piafters.

White Iron or Tin, by the Barrel, is worth 40 Piafters.

Steel of *Venice*, 110 Rotols are worth 40 Piafters.

Lead, whereof 130 Rotols are worth 15 Piafters.

Pewter, whereof 102 Rotols are worth 45 Piafters.

Seeds.

As Cochenille, whereof the Ock is worth 20 Piafters.

Paper.

Of feveral Prices according to its finenels.

Silk Stuffs.

As Sattin of *Florence*, is worth by the Ell 60 Meidins.

Cloth.

As of *London*, whereof the Pike is worth five Abukelbs.

Of *Cucioche*, whereof the Pike is worth 50 Meidins.

Of the holy Bridge of *Rome*, whereof the Pike is worth 50 Meidins.

Cloth of *Holland's* Fabrick, whereof the Pike is worth 80 Meidins.

Scarlet by the Pike, is worth 20 Meidin.

Ordinary Caps of *Marseilles* by the dozen, are fold for 5 Piafters.

Other Caps of a half-make, are fold by the dozen for 10 Piafters.

Of a perfect make, 14 Piafters.

Corrals.

As rough Corrals of *Messina*, are worth by the Quintal, 100 Piafters.

Taraille is worth 25 Piafters.

Corrals wrought, whereof 100 Rotols of *Cairo* are worth 400 Piafters.

White Tartre, whereof 100 Rotols are worth 14 Piafters.

Red Tartre, whereof 125 Rotols are worth 12 Piafters.

Of *Brasil*, 110 Rotols that make a Quintal, are worth 30 Piafters.

Roch-alum, 130 Rotols are worth 10 Piafters.

And becaufe I have mentioned in this Place, feveral Weights and Monies that are in ufe in *Egypt*, it is needful to give a further explication of them, that the Reader may make ufe of this Account with greater fatisfaction.

The Ock contains 400 Drams.

The Rotol contains 144 Drams.

One Hundred and ten Rotols of *Cairo*, are 108 Pounds Weight of *Marseilles*.

The Quintal Gerouin, contains 217 Rotols of *Cairo*.

The moft ordinary Denomination of Money in *Egypt*, is the imaginary Piafter of 50 Meidins.

The Abukelb is the Dollar of *Holland*, with the Lion Rampant, and is worth 33 Meidins to be changed; but in Specie 38 Meidins, and fometimes more.

Of the Trade of Barbary.

Two Pieces of Eight of Spain are worth 12 Meidins in Exchange; but in Specie 40, and sometimes more as they are in request.

The Sequin or Golden Ducat of *Barbary*, which next to the Pieces of Eight of Spain, is the best Money to be used in all the Countries of the Grand Signior, is worth in Trade 120 Meidins; but the *Dream* of *Cairo* takes it but for 80.

The Meidin and the Para, is the same Piece of Money, made by the *Pacha's* of *Cairo*, in the name of the Grand Signior; it is current in all Parts of *Egypt*; is worth one penny half-penny in *France*; and about one penny farthing *English*. A Purle contains 2500 Meidins, and is worth 500 Crowns of *France*.

Ormus is famous for the great Trade there exercised by the *Indians*, *Parthians* and *Arabians*, and other Nations, likewise a large Trade to all the Parts of the *East*; here are found the Spices and precious Gems of *India*, the Tapestries, Carpets and Sashes of *Persia*, the Grograms, Moheirs and Camlets of *Turky*, the Drugs of *Arabia*; and lastly, the Monies called the *Lapins* of *Persia*, which are accounted as a great and special Merchandize, all which by excellent helps to make the Place a famous Mart and Magazine of all *Eastern* Commodities. The cause of so great a Trade in this Place, is partly the great concourse of Merchants that come to the Island for the convenience of a great company of People that come out of *Syria*, *Aleppo*, and those other Parts, twice yearly, which are called Caravans or Caravans, with all the Commodities of the *Mediterranean* Seas, which in their Journeys observe this order. They have first a Captain, and certain Hundreds of Soldiers, which convey the said Caravans until they come to *Bulwana*, from thence they travel by Water to *Ormus*; their constant time is *April* and *September*, their number is great, from 1000 to 10000 Persons, against their coming there is general preparation made by all Merchants of that Country, to have Commodities in readiness to barter and exchange with them.

Cash consisteth altogether of Merchandizing, and the greatest Trade of all the Inland Country is found therein; and especially frequented by *Indian* Merchants, the Inhabitants are in general addicted to all various Manufactures and Fabricks, as in weaving of Sashes, Turbants and Girdles; in making also of Velvets, Sattins, Damasks, and very curious and fine Carpets; and it is accounted the very Magazine of all the *Persian* Cities, for these Commodities, here is also to be sold all manner of Drugs, Spices, Pearls, Diamonds, Rubies and Turquoises, and all sorts of Silks, both raw and wrought.

As for *Barbary*, the principal Commodities it affords are Hides, Wool, Wax, Honey, Oyl, Gum, Dates, Raisins, Aniseeds, Ostrich Feathers and Sponges.

Commodities that are vended here, are *English* and *Venice* Cloth, Lead, Shot, Deal Boards, Treenails, Eaten Plate, Sea-borne Teeth, Cloves, Pepper, Ginger, Saffron, Caraway, Nutmegs, Tartar, Allum, Spanish Wooll, Sallaperilla, Cochineal, Gold Thread, Cotton Yarn and Wooll, *French* Canvas, Gumlock, Madder, Iron Wire, Iron of *Italy*, *Genoa* and *Venice*, Paper, Damask and Sattins of *Lyon*, &c.

The Custom of this Country upon all Commodities imported excepting Lead, Shot and Iron, which pay no Custom at all, is nine per Cent. upon the real value sold: Whereof, lest the Merchant should defraud the Customers,

Of the Trade of Barbary.

a Broker was appointed, continually to attend on the Merchants, to keep an exact Account of what Goods they receive and sell, and to what value; But that Officer was afterward discontinued, confiding (as it should seem) more in the *English* than before they were wont: yet still there are Officers appointed to take an Account of all Goods come ashore in general; and before you can expose them to Sale, an exact Account of every Commodity in particular. Other Charges of Goods imported, besides Freight (of which there is no certain rate) are about eight *per Cent.* more, *viz.* Patent, Consolage, Provision and Brokerage, and petty Charges.

Customs on Goods exported (excepting Hides, Wax and Wood which pay no Custom) is five *per Cent.*

All edible Things, as Corn, Pease, Beans, Oyl, Butter, Honey, Dates, and the like, are *Centra band* Commodities. Yet not seldom by the help of presents, License may be procured for Transportation thereof: Importation of all Goods is allowed of.

To conclude, this Place is of no great Importance for Commerce, vending but a small quantity of Goods; wherewith when those People are glutted, (this Market being soon over-cloyed) it hath been found to yield little benefit to the Traders; and less encouragement to the *English* Factory.

The Commodities found in general, as well in the Kingdom of *Fesse* as in *Morocco*, and transportable for Merchandize, are fruits of all kinds, such as principally Dates, Almonds, Figs, Radins, Olives; also Honey, Wax, Gold, and sundry sorts of Hides and Skins, especially that excellent sort of Cordorant from this Kingdom of *Morocco* called *Almugum*, famous throughout *Spain*, *France*, and *Italy*; also Corn, Horles, Wools, whereof the Inhabitants are observed of late days to make some Cloth; here is found also, for Merchandize some sorts of Silks, as Satins, Taffeties, and some sorts of Linnen, much in use in this Country, made partly of Cotton, and partly of Flax.

The Commodities of *Morocco* are the same as in the Kingdom of *Fesse*, spoken of before, and both those Countries being subject to one absolute Emperor, they have the same Customs and Laws of Trade.

Beyond those Countries, upon the Coast of *Africa*, lies *Guiney*, which is divided into many petty Sovereignities, and where the *English*, *Dutch*, *French*, and several other Nations have Factories and Fortresses to defend their Settlements.

The principal Commodities of the Country are Slaves, gold Dust, and Elephant's Teeth, &c.

The *English*, as well as other Nations, dispose of the Gold Dust and other Wares, in *Europe*, and carry the Slaves or Negroes to their Plantations in *America*, which are mostly cultivated by them.

As to the Trade of *America* it is so extensive, that to give the description of it to the full in all its Branches would require a Volume.

That Country was discover'd by the *Portuguese*, whose Domestick Affairs hindring them from improving the advantages of such an important Discovery,

sailes. So that great care is to be taken not to be over-reach'd in dealing with them.

The Commodities of the *Indies* in general are Silks wrought and unwrought of many sorts, Mullins, Calicoes, Spices, Japan'd Tables, Pictures, &c. and kind Ware and Drugs for Apothecaries, Dyers, &c.

To these must be added Diamonds, Pearls and precious Stones, which are found by the Country People in the Kingdom of *Madagaskar*, &c. and privately sold to the *European* Merchants by those who find them, tho' by the Laws of their Prince they are oblig'd to carry them to him under pain of Death.

In dealing with the *Indians* in general special care must always be taken to buy their Commodities as cheap as possibly may be, for if once they get a good price for any Commodity, they'll expect always the same Money tho' the current price be much under, and will rather sell their Goods to another than to the person they had a good price of before, if he be not in the mind to give the same still.

As for their Monies they have of several sorts.

For small Monies the *Indians* mostly make use of a sort of Shells, of which they reckon fourscore worth a penny, but most of the *Europeans* inhabiting there have small Monies of Copper, Brass or Silver, of their own coining.

The Roupie is the common Species of Silver Money in *India*, and that is of three different Standards, tho' I believe all of or much about the same weight.

1. The Roupie <i>Sicca</i> is worth at <i>Bengal</i>	39	d.
2. That of <i>Surat</i>	34	d.
3. That of <i>Madras</i>	33	d.
Belides those there is,		
The Roupie <i>Sicca</i> current	28	d.
The Roupie current of <i>Surat</i>	26	d.
The Roupie current of <i>Madras</i>	25	d.

There are likewise the Fractions or half Roupies, which bear a proportion to their Integers.

There are likewise pieces of Gold worth 10 Roupies, and the half pieces worth 5 and a half Roupies.

There is counterfeit Money in *India* as well as in *Europe*, and therefore great care is to be taken in receiving Money in that Country.

'Tis likewise convenient to acquaint such as go thither, that they had need be very cautious whom they employ as Guides or Servants, who present themselves in great numbers to Strangers at their arrival there; because but very few of 'em are worthy to be trusted.

It has been a point very hotly disputed in *England*, as I have before hinted, whether our Trade to the *East Indies* be not prejudicial to the Nation.

And indeed some of those that are Enemies to that Trade have given such plausible reasons to justify their Arguments in Print, that till they were answer'd by the Friends of the Company, People began to declare themselves against it.

However, the Reasons for maintaining it are so pregnant, that in my humble opinion it ought not to be discourag'd in the main, tho' I can't say all the Restrictions laid upon it are without ground.

I shall only hint at one or two of 'em.

7. We are told that if the *English* should relinquish that Trade, the *Dutch* would certainly engross it entirely to themselves; And I must say I believe they would so, and then the Question will be whether *England* can absolutely dispense with all the *East-Indies* Commodities? To which I believe all Men of Sense must answer in the Negative: And then it remains to be consider'd how far it would tend either to the Glory or Advantage of *England* to take Commodities of the *Dutch* at their price, which they might have at the best hand for cheaper.

8. 'Tis urg'd that the decrease of Shipping in *England*, not only of the Ships that go to *India*, but of those employ'd in *European* Voyages, arising by the *India* Trade, might be of ill consequence to us, and may necessarily so far augment the Navigation of our industrious Neighbours, that we might soon have reason to repent us of our management.

But I shall leave (at least for this time) the further prosecution of this Argument.

R I N I S.

An Additional Collection of Instruments and Forms of Writings relating to Commerce.

*The Form of a Copartnership relating to the Transactions, as
well Foreign and Domestick,*

THIS Indenture Quadripartite, made the, &c. between
A. B. of, &c. of the first part, C. D. of, &c. of the se-
cond part, E. F. of, &c. of the third part, and G. H.
of, &c. the fourth, witnesseth that the said Parties, for the
Affiance, Trust and Confidence which each of them have and do
repose in the other of them, have concluded and agreed to be-
come Copartners and joint Traders together, in such Trades
and Merchandizes, as well within the Kingdom of *England*, as
also in *Holland* and *Brabant*, in the Parts beyond the Sea, and else-
where, where the said Parties shall think fit to Trade and Mer-
chandize for their most Benefit, Advantage and Profit, and that
for and during the space of four years, to be computed from the
Day of the Date hereof, and from thence next ensuing, and fully
to be compleat and ended.

And to that end and purpose, the said Parties have added and
put together a joint Stock to be employ'd in and about the
said joint Trade, that is to say, the Sum of twenty Thousand
pounds of lawful Money of *England*, viz. the said A. B. for his
part five Thousand pound thereof; the said C. D. for his part
five Thousand pound thereof; the said E. F. for his part five
Thousand more thereof; and the said G. H. for his part five

B *

Thousand

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Thousand pound more being the remainder of the said twenty Thousand pounds.

Which said Stock shall be occupy'd and employ'd together, upon an account of Fourths, both in Profit and Loss, the whole in four equal Parts to be devidid, whereof the said *A. E.* his Executors and Administrators, is to have and bear for his and their parts, one fourth part thereof, both in Profit and Loss; the said *C. D.* his Executors and Administrators one other fourth part thereof, for his and their part, both in Profit and Loss; the said *E. F.* his Executors and Administrators the other fourth part thereof, both in Profit and Loss, for his and their parts, according to the intent and true meaning hereof.

* Which said Transaction, Trade and Business (for the consideration hereafter mentioned) is to be done and performed as followeth, that is to say, the said *E. F.* during the said Copartnership, is to have the sole receiving, keeping and charge of all the Cash and Money, and of all the Cloths, Bays and Stuffs, and of all Bonds, Bills and Specialties belonging to the joint Account here in *England*, and of all Goods and Wares to be receiv'd beyond the Seas, for and upon the said joint Account: And also the charge of the writing, true keeping and custody of the Books to be kept here in *England*, touching the said joint Account and Business in Copartnership within the Dwelling House of the said *E. F.* in *London* for the time being. And the buying of the said Cloths, Bays and Stuffs, and the selling of all Goods to be received from beyond the Seas, and the receiving of Moneys, and ordering and disposing of the same: And the other joint Business here in *England* is to be equally acted and performed by the said *E. F.* and *C. D.* And that the said *G. H.* shall have the management and transaction of the Affairs relating to the said Copartnership and joint Trade, which are to be managed, done and transacted in the Parts beyond the Seas.

Whereupon it is concluded and agreed by and between the said Parties, to these presents; and each and every of the said Parties, by and for himself, his Executors and Administrators doth Covenant and Grant, to and with each, and every other of them, his Executors and Administrators by these presents, as hereafter in manner and form followeth. First, That the said Copartnership shall continue without ceasing in form here under declared, from the Day of the Date hereof, until the full end and term of four years from thence next ensuing, and fully to be compleat and ended. And that every of the said Copartners, in the several Businesses before mentioned, to be by them severally done and performed, and all other matters and things touching the said Copartnership, shall and will from

Relating to Commerce.

from time to time, during the said four years, perform and do his and their due Endeavour Care and Diligence for the most and best Profit, Commodity and Advantage of them the said Copartners: And that each and every of them the said Copartners, shall be faithful, just and true unto the other of them therein.

And that all Gains and Encrease, arising, happening or coming of or by the said joint Trade and Copartnership, shall be indifferently and equally parted and shared by and between the said Parties, their Executors and Administrators, as is before prescrib'd and set down: And that all Debts and Charges, and Losses likewise arising, happening or growing to be paid and born for, or by reason of the said joint Trade and Copartnership, shall be in like manner paid, born and sustain'd by and between the said Parties, their Executors, in four equal parts, as is before mention'd, and according to the true intent and meaning of these presents.

And that every of the said Parties shall from time to time hereafter perform and do his and their best Endeavour, Diligence and Travail, as need shall require, to recover, obtain, get in and receive such Debts, Duties and Sum and Sums of Money, as by reason or means of the said Trade or Copartnership, shall be due and owing unto them from any Person or Persons, so speedily as may be from time to time: And shall not at any time or times hereafter, without the consent of the rest, do or procure, or cause to be done or procured, any act, device, or any thing to prejudice, hinder or retard the recovery, obtaining or getting in of the said Debts, or any of them.

And if it shall happen, that the said Parties, or any of them, shall trust or deliver out upon Credit or Confidence any of the Goods, Wares, Moneys or Merchandizes, belonging to the said joint Account to any Person or Persons, whom any other of the said Parties, will pray, admonish or warn not to trust: That then and so often such of them the said Parties, which shall so trust and deliver out upon Credit any of the said Goods, Wares, Moneys and Merchandizes, to any such Person or Persons, shall and will within three Months next ensuing, answer and satisfy unto the said joint Stock so much lawful Money of England, as the Goods, Wares, Money or Merchandizes, so to be trusted, or deliver'd out, as aforesaid, shall amount unto, (in case in the mean time full satisfaction shall not be made for the same by the Person or Persons which shall be so trusted, as aforesaid) and that in such case, such of the said Parties, so making satisfaction therefore, shall and may have and enjoy the sole benefit of the said Goods, Wares, Moneys and Merchandizes or Things, so by him trusted, and for which he shall have made satisfaction, as aforesaid.

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And that every of them the said Parties (if necessity require and conveniently it may be) in all his and their Buying and Selling, Dealings and Doings, touching and concerning the said Trade, shall desire and take advice and direction of the rest of the Parties, or some one of them.

And that all such Detriments and Losses, as shall without fraudulent practice of any of the said Copartners, happen or come to the said partible Account, by the falshood, abſence, or negligence of any Servant or Servants, Apprentice or Apprentices, which shall ſerve or dwell with any of the said Parties, wall be born and answered to the said joint Account, by the Maſter of ſuch Servant or Servants, by whom the ſame ſhall be done or permitted.

And further, that none of them the said Parties ſhall or will at any time or times hereafter charge the Account of the Copartnership, with any other or more Debts than only ſuch as ſhall be pertinent to the ſame, and with ſuch Charges only, as ſhall be neceſſarily and juſtly diſburſted for and about ſuch Goods, Wares, Commodities or Merchandizes, as ſhall be occupied or employed in or about the ſaid joint Trade or Copartnership, and for and about the recovery, getting in and obtaining ſuch Debts, as ſhall be due and owing unto them by reaſon thereof. Nor at any time hereafter, during the ſaid ſpace or time of four years ſhall withdraw or take from the ſaid joint Stock and Account, any Sum or Sums of Money or other things, other than ſuch as ſhall be diſburſted for recovery and getting in of ſuch Debts incident to the ſame, as are before expreſſed and mentioned; and that without any Fraud or Covin.

Saving, that it may be lawful, to and for every of them the ſaid Parties, yearly during the ſaid Copartnership, to have and take out of the ſaid Stock, belonging to their joint Trade and Copartnership, for every of their particular and private Expences and Occaſions, as followeth: That is to ſay, to the ſaid *A. B.* the Sum of two Hundred pound of lawful Moneys of *England*, to the ſaid *C. D.* the like Sum of two Hundred pounds of like Moneys, to the ſaid *E. F.* the like Sum of two Hundred pounds of like Moneys, and to the ſaid *G. H.* the like Sum of two Hundred pound of like Moneys.

And ſaving alſo that it may be lawful to and for the ſaid *E. F.* during the ſaid Copartnership, in reſpect of his Houſe Rent, wherein it is agreed, one part of the Buſineſs of the ſaid Copartnership ſhall be acted and performed here in *England*, and for the extraordinary pains of him and his Servants to be taken and performed in and about the ſaid joint Trade, and for his
Expences,

Expences upon an Entertainment of Cloathiers yearly to charge upon the said partible Account, and be allowed out of the same the Sum of one Hundred and fifty pound a year, allowed unto him, as aforesaid.

Saving also for the said C. D. in respect of the extraordinary pains of him and his Servants, to be taken in about the said joint Trade, and his Expences upon an Entertainment of Cloathiers, as aforesaid, and for his House Rent, wherein it is also agreed, that one part of the joint Business aforesaid, shall be acted and performed, to charge to the said partible Account, and be allowed upon the same the like Sum of one Hundred and fifty pound yearly of like Moneys, during the said Copartnership, over and besides the said two hundred pound yearly to him allowed, as aforesaid.

And saving also that it shall and may be lawful to and for the said G. H. in respect of his extraordinary pains to be taken, in and about the said joint Business, and for his Dwelling in the said parts beyond the Sea, where it is agreed he shall be employed in and about the said joint Trade and Business, during the said Copartnership, there to charge to the said partible Account, and to be allowed the same here in *England*, the Sum of one Hundred pound yearly of like Moneys of *England*, during the said Copartnership, over and above the said two Hundred pound a year to him allowed, as aforesaid.

Also the Wages and Allowances of any Servant or Servants to be sent over, or of any Apprentice or Apprentices, where any shall be sent over, and employed in the said Business, into the Parts beyond Sea, (and equal number of Apprentices for each of them the said C. D. E. F. and G. H. being employed in the said joint Business) and also the charge of any Pack-house or Pack-houses, to be taken or used beyond the Seas, for the said joint Business: And the Wages and Allowance of one Servant agreed to be hired by the said E. F. and C. D. for the managing and writing of the Books of Account to be kept here in *England*, concerning the said joint Trade and Business, is hereby agreed by and between the said Parties, to these presents, to be paid and allowed out of the joint Stock of this Copartnership.

And the said G. H. for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said A. B. C. D. and E. F. and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following, That he the said G. H. shall not, nor will, at any time or times during this Copartnership, leave, transfer or commit the Business, Trade or Employment

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or concerning the said joint Trade and Copartnership, in Place or Places beyond the Seas, where he shall have full charge and disposing, nor any Bills or Specialties concerning the same, to any person or persons whatsoever, other than such as shall be thought fit, by the said *A. B. C. D. and E. F.* or the Survivors or Survivor of them, and their special consent and agreement in Writing under their hands in that behalf for the same, first had and obtained.

And further, That the said *G. H.* shall from time to time hereafter, during the said Copartnership, keep or cause to be kept, in such place and places beyond the Seas, where he shall continue to be employed, just and true Book and Books of Accounts and Reckonings of all and every his Dealings, Doings, Buyings and Sellings and Employments, touching and concerning the Premises, in such ample sort, manner and form in every respect, as Merchants of the said Trade commonly use to do.

And shall not only send and consign weekly (if it conveniently may be) unto the said *E. F. and C. D.* true Copies of his weekly Journal, and particulars of all Clothes and Wares received and sold, Goods sent, and Moneys paid and sent by exchange, and other his Dealings whatsoever, touching the said joint Account: But also at the end of every six months, ensuing each other, to be reckoned and accounted from the day of, &c. next ensuing the date of these presents, during the said Copartnership, consign and send over unto them the said *E. F. and C. D.* as aforesaid, a true, plain and perfect general Account in writing under his Hand, of all his Receipts, Payments, Buyings, Sellings, Dealings, Doings and Employments whatsoever, then before by him passed or done, touching or concerning the said joint Account and Copartnership, particularizing therein all the Charges laid out, and Clothes, Wares, and other things then remaining in his hands.

And shall and will, during the continuance of this joint Trade, at his own proper part and particular Charges (for the consideration aforesaid) bear and pay all the costs of his own Dyet, Lodging, Entertainment and Accommodations, in the Parts beyond the Seas.

And further, that it shall be lawful to and for the said *A. B. C. D. and E. F.* or any of them, or any of their Executors, Administrators, Servants or Assigns, at his and their free wills and pleasures, to have free liberty of ingress, egress and regress into, out of, and from the Counting-house or Room of the said *G. H.* for the time being, in the Parts beyond the Seas, and shall and may freely, as occasion shall require, as well view and

peruse

peruse the said Books of Accounts, and all Bonds Bills and Specialties whatsoever, as also all Wares, Goods, and Merchandizes, and other things whatsoever in the Parts beyond the Seas, relating to the said joint Trade, in the hands and custody or charge of the said *G. H.*

And moreover, that he the said *G. H.* shall and will, with all convenient speed he may from time to time hereafter, during the said joint Trade, consign, remit, and send over to the said *E. F.* and *C. D.* from the Parts beyond the Seas, in Money by Exchange, and in Wares and Merchandizes, the proceeds of all Wares, Clothes and other things, that shall be by him received, and in his disposing, touching and belonging to the said joint Account.

And further, that the said *G. H.* shall and will from time to time hereafter, during the said Copartnership, endeavour what he may, the taking up such Monys, in the said Parts beyond the Seas, for the joint Accounts as shall be needful, and otherwise advance and benefit the same what he may.

And also its agreed by and between the said Parties, that if the said *G. H.* shall at any time or times hereafter, take up or borrow at Interest or otherwise, any Sum or Sums of Monys for the said joint Account, that then the said *A. B. C. D.* and *E. F.* and every of them, their and every of their Executors and Administrators, shall by these presents be liable for the payment of the said Sum or Sums of Money, and every of them, as fully in every respect as the said *G. H.* his Executors or Administrators: And also if in case the said *A. B. C. D.* and *E. F.* or any of them shall at any time or times hereafter, take up or borrow at Interest or otherwise, any Sum or Sums of Money, for the said joint Account, that then the said *G. H.* his Executors and Administrators, shall be by these presents liable and engag'd together with the said *A. B. C. D.* and *E. F.* for the payment of the said Sum and Sums of Money, and every of them, as fully in every respect, as the said *A. B. C. D.* and *E. F.* or any of them, their, or any of their, Executors or Administrators,

And the said *E. F.* for himself his Executors and Administrators, and every of them, doth Covenant and Grant to and with the said *A. B. C. D.* and *G. H.* and every of them, their, and every of their Executors and Administrators, by these Presents, in manner and form following, that is to say, That he the said *E. F.* shall and will from time to time, and at all times hereafter, during the said Copartnership, manage and keep, or cause to be manag'd or kept by such Servant or Book-keeper, to be hired or entertain'd as aforesaid, just and true Book and Books of Accounts

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counts and Reckoning, Journal and Leiges, of all and every the Receipt, Dealings, Payments, Buyings, Sellings and Employments of the said *E. F.* and *C. D.* concerning the Premises here in *England*, in such ample manner and sort in every respect, as other Merchants of the said Trade use to do, and at the end of every six Months, that is to say, the last day of *June*, and last day of *December* yearly, during the said Copartnership, perfect the said Books, and give to each of the other Partners a true Balance thereof.

And further, That it shall and may be lawful to and for the said *A. B. C. D.* and *G. H.* and every of them, their and every of their Executors, Administrators, Servants or Assigns at convenient times, at their and every of their free Wills and Pleasures, to free have liberty of ingress, egress, and regress into, out and from the Dwelling-House of the said *E. F.* and his Counting-house and Ware-house there, and shall and lawfully may freely, as occasion shall require, view and peruse all Books of Accounts, and all Bonds, Bills, Writings, and Specialties, Goods, Wares, and things whatsoever there, in the hands, custody and charge of the said *E. F.* touching the said Account.

And the said *C. D.* for himself his Executors and Administrators, and for every of them doth Covenant and Grant, to and with the said *A. B. E. F.* and *G. H.* and every of them, their and every Executors and Administrators, by these Presents, in manner and form following, that is to say, That he the said *C. D.* shall and will during the said Copartnership, keep or cause to be kept true Accounts, in writing, of all his Receipts, Payments, Buyings, Sellings, Dealings and Doings, touching and concerning the said joint Account, and shall and will from time to time, produce and shew forth the same unto the said *E. F.* and his Servants, and the said Servant to be hired as aforesaid, whereby the said *E. F.* or the said Servants, or one of them may be enabled to keep the said Book and Accounts, Journal and Leiger, of all Business whatsoever, touching the said joint Account here in *England*, in manner and form aforesaid.

And further, That he, the said *C. D.* shall and will, during the time of the said Copartnership, be equally aiding and assisting, in all the managing and keeping of the said Books and Accounts, managed and kept as aforesaid, for the said joint Account here in *England*, within the said Dwelling-house of the said *E. F.* as aforesaid.

And also that it shall and may be lawful, to and for the said *A. B. E. F.* and *G. H.* and every of them, their, and every of their Executors, Administrators or Assigns, at their and every of their

their free wills and pleasures, at convenient times to have free liberty of ingress, egress and regress into, out of, &c. from the Dwelling-house, Counting-house and Ware-house of the said C. D. for the time being, and shall and may freely, as occasion shall require, view and peruse all Books of Accounts, and all Goods, Wares, Merchandizes, and other things touching the said joint Trade, in his custody and charge.

And the said A. B. C. D. and E. F. do covenant and grant, each of them for himself, his Executors and Administrators, and every of them by these presents, That they the said A. B. C. D. and E. F. shall and will respectively, during the said joint Trade, for the consideration aforesaid, bear and defray their own private and particular Charges and Expence, both for themselves and their particular Servants and Families, and likewise the particular Rents for their Houses and Ware-houses.

And that the said E. F. and C. D. shall and will make or cause to be made, all Bonds, Bills, Specialties and Contracts whatsoever, by them respectively to be taken and made, concerning the said joint Account here in *England*, in the joint Names of the said C. D. and E. F. for the use of them the said E. F. and C. D. and of the said A. B. and G. H. their Executors and Administrators, shall by force of these presents be jointly interested in and engaged for and concerning the same.

And further it is covenanted, granted, concluded, condescended and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators, doth Covenant and Grant to and with the other of them, his Executors and Administrators, in manner and form following: That if any* of them, the said A. B. C. D. E. F. and G. H. shall at any time or times hereafter, during the said Copartnership, lend unto the said joint Account any Sum or Sums of Money (over and above their present Stock put in as aforesaid,) into Stock to be used and employed to and for the use of the said Copartnership, and joint Trade, during the continuance thereof, or for so long time thereof as he or they so lending the same, or his or their respective Executors or Administrators, shall think good: That then it shall and may be lawful, to and for such of them the said Copartners, their Executors or Administrators, upon three Months warning to have, receive and take forth, out of the said joint Account, Stock and Gains, in ready Money, such principal Sum and Sums, of Money, by the said Copartners respectively lent to the said joint Account, or such part thereof, as he or they, lending the same, shall think fit. And also that it shall and may be lawful

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to and for the said *A. B. C. D. E. F.* and *G. H.* or any of them respectively lending any Sum or Sums of Money, as aforesaid, for and during so long time, as the said Sum or Sums of Money, or any part thereof, shall remain or continue in the Account of this Copartnership, and not paid or taken from thence, unto or by him, or them so lending the same to take out of the said Account, Stock and Gains of this Copartnership, and be allowed the same, after and according to the rate of six pound the Hundred yearly, for the Interest and use of every Hundred pounds, to be lent as aforesaid; and so after and according to the same rate of six pound Sterling the year, for longer or lesser time than a year (or a greater or lesser Sum) as the said principal Money lent, or any part thereof shall remain and continue, in upon the Account of this Copartnership, as aforesaid: The same allowance of six pound the Hundred to be taken out by every or any of the said Copartners, respectively lending any Sum or Sums of Money to the said joint Account, as aforesaid, half yearly without any let or impediment whatsoever.

And further, that none of them the said Copartners shall at any time or times hereafter, during this Copartnership, without the special license or agreement of the others of them first had and obtained, in writing in that behalf, enter into Bond, or become Bail or Surety to or for any Person or Persons whatsoever for any matter cause or thing whatsoever, not being for the proper Use and Account of this Copartnership, above the Sum of one Hundred pound, which shall be owing or undischarged at any time.

Nor that any of them the said Copartners, shall at any time or times hereafter, during the said Term, covertly and apparently, directly or indirectly, use or exercise any kind of Merchandize or Trade whatsoever, to or for his or their own private or particular use or behalf, with any Person or Persons whatsoever, the Gains whereof shall not or may redound to the said Copartners, their Executors and Administrators, or the Survivors or Survivor of them, in case any of them shall happen to decease before the expiration of the said Term of four years, rateable and proportionable, according to the intent and true meaning of these presents.

And further, that none of the said Parties shall or will, at any time or times, during this Copartnership, consign or send over beyond Seas any Goods, Wares or Merchandizes whatsoever belonging to the said joint Account to any Place or Places there whatsoever, other than what the greater number of the said Copartners shall conclude and agree upon.

And

Relating to Commerce.

15

And that in all differences arising in, about, or concerning the said joint Trade, and the managing thereof, which shall from time to time, during the said Copartnership, arise or happen, shall be decided and concluded according to, and by the advice and direction of the major part of them the said Copartners.

And the said *A. B.* for himself, his Executors and Administrators, and for every of them, doth Covenant and Grant to and with the said *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following: That is to say, That the said *A. B.* shall and will from time to time upon request, during this Copartnership, be aiding and assisting, what he may, unto the said *C. D.* and *E. F.* in and for the taking, borrowing and advancing any Sum or Sums of Money, for the said joint Account here in *England* upon Bond or other wise.

And also that the said *A. B.* in consideration that the said joint Business, is wholly acted and performed here in *England*, by the said *C. D.* and *E. F.* and beyond Seas, by the said *G. H.* and by such other person or persons, as for the time being, shall be hired and employed, by the said Copartners in the said Parts beyond the Seas, where none of the said Copartners, except the said *G. H.* is to reside, shall and will out of his own proper, private and particular Estate, and not out of the said Account, over and above the Payments and Allowances by him paid and allowed, as aforesaid, well and truly pay and allow yearly, during the said Copartnership, unto the said joint Account the Sum of, &c. of lawful Moneys of *England*, to be paid altogether, at the end of this Copartnership, or at the decease of the said *A. B.* in case he shall happen to decease in the mean time.

Provided always, and it is further covenanted, granted, concluded and agreed by and between the said Parties, to these presents, and each and every of them, by and for himself, his Executors and Administrators, covenanteth and granteth to and with each, and every of the other of them, his Executors and Administrators, by these presents, severally, respectively, that in case any of the said Copartners shall happen to decease before the expiration of the said term of four years, and within three months next after the Account shall be agreed upon, and balanced between the said Copartners, or Survivors of them: That then the Survivors or Survivor of them, the said Parties, in full of the parts and proportion of him or them so dying, in and to the said Stock of twenty Thousand pounds, and the Gains, Benefit and Increase thereby then gotten and arisen (Money lent to the joint Account excepted) shall and will only be liable to pay, and shall and will pay unto the said Exe-

cutors or Administrators of the Party so dying within the said term of four years, and within three months after ballance of the said Account (the said Executors or Administrators first making good to the said joint Account the Charge of him so deceased) so much lawful Moneys of *England*, as by the last ballance of Account (then before made up and agreed upon between the said Copartners) shall be due and coming to such of them the said Copartners respectively dying, as aforesaid, within six months after such decease; (the said Executors or Administrators respectively thereout allowing and abating to the said surviving Copartners, for and towards the losses that may happen to the said surviving Copartners by desperate and bad Debts due to the said joint Account, so many times fifty pound of lawful Money of *England*, as half years or six months of this Copartnership, shall remain then unexpired at the time of such decease.) And further, that in case any of the said Copartners shall decease before the end and expiration of the said term of four years, and full three years after ballance of Account, as aforesaid: That then the part of him so dying, shall run on upon Account, and be employed by the surviving Copartners in the said joint Trade, until the next ensuing time agreed, by these presents, for ballancing of the Account: And that the surviving Copartners, in full of the portion, part and share of him or them so dying, of, in and to the said joint Stock of twenty Thousand pound, and increase thereby then gotten and arisen (Money lent to the said joint Account excepted) shall and will only be liable to pay, and shall pay, upon such decease within six months after the Account ballanced and made up, unto the Executors or Administrators of such of them the said Copartners (dying within the said term of four years, and after three months ballance of Account) the same Executors or Administrators, first respectively making good to the said joint Account the Charge of him or them respectively deceased, so much lawful Moneys of *England*, as by the said next ballance of Account to be made up by the Survivors of them the said Copartners, shall justly and truly appear to be due and coming to such of them the said Copartners so deceasing, as fully as if the Parties were living; the said Executors or Administrators respectively thereout allowing and defaulting unto the said surviving Copartners, for and towards the losses that may happen to the surviving Copartners, by and through desperate and bad Debts due to the said joint Account, so many times fifty pound of lawful Moneys of *England* at half years or six months of this Copartnership shall remain then unexpired, at the time of such decease.

And

And also, that such of them the said Copartners surviving, shall and will save and keep harmless and indemnified, the Executors or Administrators, of such of them the said Parties so deceased, of and from all Bonds, Bills, Debts and Engagements, wherein and for which the Party so deceased, at the time of his decease stood or engaged by vertue of this Copartnership.

And it is further covenanted, concluded and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself his Executors and Administrators, covenanteth and granteth to and with other of them, his Executors and Administrators respectively, by these presents, in manner and form following. That is to say, that if any of them the said Parties shall decease, as aforesaid, within the said Term of four years (satisfaction for his Stock, Part and Share, being made, as aforesaid) that then the remaining stock, with all other the said joint Trade and Account, shall run on and continue during the residue of the said Term of four years, by and between the Survivors of them the said Copartners, and each of them to have a rateable part and proportion of the same, and of all Gains and Loss thereby arising.

And further, that at the end and expiration of the said Copartnership, and Term of four years, or within three Months next ensuing, the said Copartners being all living, or the Survivors, in case any of them shall be deceased, shall and will meet together here in *England*, and adjust and make a true and perfect Account, at or in the Dwelling-house of the said E. F. for the time being, or where for the time the said joint Trade shall be chiefly used here in *England*, by and between all the said Parties or Survivors of them, as well for and concerning all their several Dealings and Charges, for and about the said joint Trade and Account of all such Money, Wares, Goods, Merchandizes and Debts, that then shall be due, owing or appertaining to the said joint Trade and Account, and unto them the said Parties by reason thereof; and of, for and concerning all and every the Gains, Losses, Profits and Charges, of or by the said joint Trade arising, growing, happened or sustained, in such particular manner as it may appear what the true state of the same then shall be, and what proportion, and how much, to every of them the said Parties shall be then due, belonging or appertaining: And shall and will also within the said time or space of three Months, next ensuing the expiration of this Copartnership by equal Lots, other Dividend, divide all Cloaths, Wares, and Merchandizes between them, the remaining unsold or disposed of, and belonging to the said joint Account.

And

And that immediately, and with all convenient speed then afterwards, all and every Debts and Sums of Money due by the said joint Account, or by them the said Parties by reason thereof, shall be duly paid, satisfied and discharged, or otherwise equally secured by the Bonds of them the said Copartners or Survivors of them, in case the said Debts cannot in convenient time be paid, as aforesaid.

And as for and concerning the remainder of the said Stock of twenty Thousand pounds, and all Gains, Profit and Advantage by the Stock accruing, whether the same shall consist in Debts or ready Money; or both (the Moneys lent and added to the said Stock by any of the said Copartners, with the Interest thereof then due, being then paid and satisfied) the said remaining Moneys and Debts, being divided into equal parts and proportions, according to the number of the said Copartners, or such of them as then shall be living; the same shall by Lots, cast or some other way, as they shall think fit, be distributed to the said Copartners, or such of them as shall be then living, whereby each of them may have a rateable part and proportion of the said Stock, and of clear Gains and Profit thereby arising.

And also, that every of the said Parties, his Executors and Administrators, for the better recovery of such Debts and Sums of Money, as at the end and determination of the said term of four years, shall be due and owing by reason or means of the said Copartnership: And as shall happen, or fortune to be allotted or divided, for or towards the parts or portions of the other of them shall and will at any time, upon the reasonable request, and at the Cost and Charges of such others of them, to whom such Debts shall be allotted, as aforesaid, make or cause to be made unto him or them such sufficient Letter or Letters of Attorney for and touching the Recovery and Receipt of the said Debt and Debts, and every part thereof to the proper use and behalf of him and them to whom the same shall be so allotted and divided, as aforesaid, as by such of the said Parties to whom such Debts or Sums of Money shall be so allotted or divided, his or their Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required.

And it is expressly condescended and agreed by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators doth covenant and grant to and with each and every of the other of them, his Executors and Administrators, by these presents, in manner and form following: That is to say, That no Right or Survivorship shall take place or effect, or be put in use, in or for any matter or thing,

thing, touching or concerning this joint Trade, or occupying, against any other of them, or any of their Executors or Administrators, but that it shall and may be lawful, to or for any of the said Parties, to leave, devise and bequeath, in and by his last will and Testament, or otherwise, all his said part, portion and share, of and in the said Stock and Gains, according to such Dividend as is aforelaid, and the true intent and meaning of these presents.

And moreover, that if any Ambiguity, Doubt, Question or Controversie, at any time or times hereafter, shall happen to arise or grow between the said Parties, his or their Executors or Administrators, or any of them, for, touching, or concerning the said Copartnership, or any matter or thing in these presents contained, or otherwise howsoever touching the same, that then and so often, each and every of the said Parties, his Executors and Administrators for his and their parts upon request, to each of them, his or their Executors or Administrators to be made by the Party or Parties grieved, shall and will from time to time, commit the ordering, hearing and deciding of such ambiguity, doubt, question or controversie to such different men, being Merchant-Adventurers, as shall be named by the said Parties: That is to say, each of them one, and shall and will stand to and abide such order and direction therein, as by such Men shall be made and set down in the Premises in Writing under their Hand and Seal, within one Month next after notice of any such doubt, ambiguity, question or controversie unto them made or given: And if such persons cannot agree nor make and set down any such order and direction, within such time, as is before limited, that then and so often in every such case, each and every of them the said Parties his Executors and Administrators shall and will stand to and abide such order and direction, touching and concerning such ambiguity, doubt, question or controversie, as by the Governour of the Company of Merchant-Adventurers here in *England*, for the time being, shall be made and set down within three Months next after such time, as Petition or Suit, by the said Parties or any of them, to the said Governour in that behalf shall be made.

And further, It is condescended concluded and agreed, by and between the said Parties to these presents; and their true intent and meaning is, That none of the said Parties nor the Executors or Administrators of any of them, shall at any time or times be charged or chargeable by vertue of these presents, or any covenants, matters or things herein contained, further than that every of them the said Parties his Executors or Administrators shall

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shall stand or be charged, for his and their own proper offence and breach of Covenant, and not for the offence, or breach of Covenant of any other of the said Parties, his Executors or Administrators, any thing before contained to the contrary notwithstanding.

And finally, That none of them the said Parties, nor any of their Executors or Administrators shall or will, at any time or times hereafter, make, do, commit, or omit to be done, wittingly or willingly, any Act, Deed, Devise or Thing whatsoever, to the end or intent to defeat or defraud in part, or in all, the true intent and plain meaning of these presents.

In Witness, &c.

Another

Another form of Copartnership between four Citizens, touching Merchandizing, Foreign and Domestic.

THIS Indenture Quadripartite, made &c. between *A. B.* of, &c. on the first part, *C. D.* &c. on the second part, *E. F.* &c. on the third part, and *G. H.* &c. late Servant of the said *A. B.* on the fourth part, witnesseth, that the said *A. B. C. D.* and *G. H.* in consideration of the trust, confidence and good opinion, which every one of them the said Parties formerly had, and yet hath and reposeth in the oster of them, have joined together to be Copartners in the Trade of Merchandizing: That is to say, in buying, selling, uttering, vending and retailing of all sorts of Wares, and other kind of Business to the Trade of a Merchant, incident, belonging or appertaining, and the said Copartnership to continue between them, from, &c. for and during the term and space of three whole years from thence next ensuing, and fully to be compleat and ended (if all the said Parties shall so long live.)

And to that end and purpose, they the said *A. B. C. D. E. F.* and *G. H.* have before the day of the Date of these presents, delivered into Stock (to be used and employed in the said Trade of Merchandizing as well in the Territories of *England* as elsewhere, in several places in the Parts beyond the Seas) in Money, Cloath, Wares, Debts, and Merchandizes adventured abroad and here in *England*, such several Stock and Stocks, and Sum and Sums of Money; as are specified and expressed in the Schedule indented to these presents annexed, of the peculiar and proper Stock severally put in by, and severally belonging to each one of the said Parties, for their several quantity and proportion being in the said Schedule severally and distinctly set down, mentioned and declared, as by the same more fully doth appear.

It is now covenanted, granted, concluded and fully agreed by and between all the said Parties, to these presents: And each one of the said several Parties for himself respectively, and for his several Executors and Administrators, do and doth severally and not jointly, nor one of them for the other covenant and grant to and with each and every other of the said Parties, and their several Executors and Administrators by these presents, in manner and form following: That is to say, that every and each of

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the said Parties shall from time to time, during, and by all the space of three years (if all the said Parties shall so long live) continue and abide together, as joint Occupiers and Copartners, and that every and each of the said Parties shall from time to time, during all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the ways, labours and means that each of them can to the uttermost of his power, with Skill and Knowledge, to and for the benefit, profit and advantage of the said Copartners, with all or so much of the said Stock as shall in any manner of wise come, or be committed to each one of their several charges, dispositions and government, and the gains and increase thereof.

And it is agreed by and between all the said Parties to these presents, and their true intent and meaning is, That the said *C. D.* shall manage the Business and Affairs, for, &c. (naming the place,) in the parts of *Spain*, during the good liking of the said *A. B.* and there for the most part reside and have his continuance and being. And that the said *G. H.* shall manage the Business and Affairs for *Germany*, and those parts, during the good liking of the said *A. B.* and there he for the most part to reside, and have his continuance and being: And the said *A. B.* and *E. F.* shall manage the Business and Affairs for *England*.

And it is covenanted, granted and agreed, by and between all and every the said Parties, to these presents: That all such gains, profit and increase as God shall send, and as shall grow and arise by reason of their said Trade, and joint Occupying, as aforesaid, shall from time to time, during the said joint Occupying, equally and indifferently be parted and divided in manner following: That is to say, to every one of the said Parties, their Executors and Administrators, a just equal and rateable Part and Proportion, in and upon every hundred pounds, rateably and proportionably according to the quantity of each ones several Stock by them severally put in, and appearing in the said Schedule, for his and their part of the gains, profit and increase that the same shall amount unto, and also of all such hurt, loss and detriment, as shall happen by the said joint Occupying, by evil Debtors, loss of Adventures, or otherwise, which shall be equally born and sustained, without fraud or covin, by the said Copartners in their several proportions of the said Stock, according to the manner and form of the dividend of the Gains aforesaid.

And it is covenanted, granted and agreed by all and every the said Parties, to these presents, and each one of the said Parties respectively for himself, his Executors and Administrators, do and doth severally and not jointly, covenant, promise, grant
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and agree, to and with every and each other of the said Parties, his and their several Executors and Administrators, by these presents, That there shall be had and kept from time to time, during all the time of their Occupying, and Copartnership together, as aforesaid, as well for the Account and Affairs here in *England*, as likewise for the several Accounts and Affairs severally beyond the Seas, perfect, just and true Books of Accounts and Reckoning, of all the said whole Trade and Dealing, as much as is in each ones power, or two jointly, and as relating to and concerning that place or places, and the Business and Affairs thereunto belonging, wherein or whereunto he or they shall be used or employed, or which shall be had, used or occupied, by reason of the said joint Trading: And that the said *A. B.* and *E. F.* shall have the custody and keeping of the Books of Accounts for *England*, and all things concerning the Trade for or in *England*: And the said *C. D.* shall have the custody, and keeping of the Books of Accounts, for, and concerning the said Trade in *Spain*: And that the said *G. H.* shall have the custody and keeping of the Book of Account concerning the Trade in *Germany*: And that every of the said Books shall be according to each ones Power, justly and truly kept, and therein entred and set down all manner of Goods, Wares and Merchandizes whatsoever, either bought or sold, by means or reason of the said Copartnership, and joint Occupying, with all Debts thereof, or therefore from time to time to be made together, with all the gains, profit and increase, that God shall send, and shall come or arise of, from, or by reason of the said joint Occupying, and also of all Costs, Charges, Losses and Expences, as are or shall be expended, disbursed, laid forth, had or suffered by any ways or means, by reason of the said joint Occupying, which said Books shall be used in common to and for the use and behoof of every and each of the said several Parties, their and every of their Executors and Administrators to have free access and recourse unto, without the let or interruption of each, or the Executors, Administrators or Assigns of each other.

And also that every and each of the said Parties shall from time to time of their said joint Occupying and Copartnership together, as aforesaid, shew and make privy unto the other and such of the Servants and Apprentices of each other that will attend upon the said Trade, the particulars of all the Affairs and Dealings of the said Trade, or that are needful and necessary thereabouts to be made known and manifest.

And also that every and each of the said Parties twice in every year yearly, during the said Term, or oftner, if need require,

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at or upon the reasonable request of any of them unto the other, shall and will to the best and uttermost of each ones power and knowledge, and as much as in them lies, make, yield, render and perfect unto every and each other, or to the Executors and Assigns of every and each other, at or in the City of *London*, a just, true and perfect Account and Reckoning, of all the said Stock and Stocks, in the said Schedule mentioned, of all such Goods, Wares and Merchandizes, and ready Money, as at any time hereafter, during the said joint Trade and Occupying, shall come to any of their several Hands, Occupying, Custody or Governance, or to the Hands of any other person or persons, to their or any of their several or joint uses, or by their or any of their several or joint deliveries or appointments, or by the delivery or appointment of any the said Factors or Servants of them, by reason of the said joint Occupying; and also of all the Gains, Profit and Encrease that God shall send of the same Stock and Stocks, Goods, Wares, Merchandizes and ready Money, or otherwise, by reason of the said joint Occupying: And also of all such Debts and Duties as shall be owing to the said Parties, or any of them, to be owing to any person or persons, by reason of the said joint Occupying, and that upon the perfecting and finishing of every such Account, all the said Parties, their Executors and Administrators, shall subscribe their Names to the same; witnessing each ones Consent and Agreement thereunto, for avoiding of all Doubts and Questions, which otherwise might happen to ensue.

And further, That it shall and may be lawful to and forevery and each of the said Parties, and the Executors and Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and reasonable time and times, during all the time of their just Occupying, at the liberty and pleasure of any of the said Parties, their or any of their Executors, Administrators, Factors or Assigns, to have access and recourse to the Books of Account and Reckoning, and to the Notes and Remembrances appertaining to the same, any wise touching or concerning the said Trade and joint Occupying, and to search, peruse and examine the same for the better tryal, and finding out and discovery, how and in what sort and condition, the said joint Occupying doth and shall from time to time proceed and stand.

And it is further covenanted, concluded and agreed by and between the said Parties, to these presents, and every one of the said Parties before-named, for himself respectively, and for his several Executors and Administrators, do and doth severally and
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not jointly, promise, grant and agree, to and with the other of them, his and their Executors, Administrators and Assigns, by these presents, That no Bill, Writing, Contract or Bargain, shall be made at any time, during the said joint Occupying together, in the Parts beyond the Seas, for any matter touching the said joint Trade, otherwise than in the name of the said *A. B.* if the same with reasonable inconveniency may be done: And that there shall be no private Occupying or Trade of buying or selling had, used or occupy'd by any of the said several Parties, their Factors, Servants or Apprentices, or any of them, or by any other, to or for their or any of their uses, benefit or behoof, in any wise or condition whatsoever, at any time or times, during the time of their Copartnership, to the hurt or injury of the said joint Trade, other than such, as that the Gains, Commodity, Advantage and Profit thereof, shall equally be to the use of them the said *A. B. C. D. E. F.* and *G. H.* proportionably, according to the rate and proportion of their several Stocks before-mentioned: Saying that it shall and may be lawful to and for the said *A. B.* at his liberty and pleasure with his Overplus and Stock at any time or times during this Copartnership to use a Trade to and for the *East-Indies*: And saying that it shall and may be lawful, to and for all the said Parties, during the term of their said joint Trade to deal with and for other men, with whom they shall in no wise have any Partnership, and which shall not hinder or any way prejudice the said joint Trade, and to receive the Factorship for such their dealing to their own proper use: Any thing herein before contained to the contrary notwithstanding.

And it is further covenanted, granted concluded and agreed, by and between the said Parties to these presents: And each one of the said several Parties for himself respectively, and for his several Executors, Administrators and Assigns, do and doth interchangeably, and respectively, and not jointly, covenant, grant and agree to and with the other of them, his Executors, Administrators and Assigns, by these presents, That they the said *A. B. C. D. E. F.* and *G. H.* their, and every of their Executors and Administrators, shall and will within the space of three Months, next ensuing the end, determination or dissolution of the said Copartnership, whether the same be by expiration of the said term of three years, or by the Death or Decease of any the said Parties, whichsoever of the same shall first happen, at the request of very or any of them unto the other, at the now dwelling House of he said *A. B.* situate in, &c. give and deliver a just true, perfect and inal account and reckoning, in Writing, to the uttermost of every and each mans power, and knowledge of all and every the said Stock

Stock and Stocks mentioned in the said Schedule, and of all the gains and increase, loss and damage, which God shall send; and which shall grow or be to the same: and of all Goods, Wares, Merchandizes and Commodities, before that time, had, bought, sold or dealt in, with the said Stock and Stocks, and gains aforesaid: and of all Debts, made and being due, Sum and Sums of Money, received and paid out by means, or in respect of the said joint Trade; and generally of all Buying, Bargaining, Selling, Trading and Merchandizing by the said Parties, or any of them, with the said Stock and Stocks, and gains, and increase thereof aforesaid.

And, that then upon the perfecting and finishing of the said final account, so, as aforesaid, to be made and done [the Debts, Duties and other Charges to be then owing or payable by the said Parties, or any of them, for, and in respect of the said joint Trade, being then first and before all things there-out, paid, deducted and allowed, and likewise the losses, if any be, to be in like proportion born and sustained] all and every the Stock and Stocks in the said Schedule mentioned, then remaining, and the gains and increase, which God shall send, and shall appear to become and growing thereof, or by reason of the Trade aforesaid, whether the same shall consist in Money, Wares, Debts or otherwise, shall be indifferently parted, shared, paid and divided, to and amongst the said Parties, their Executors and Administrators in kind proportionably and rateably, without fraud, deceit or diminishing in that full measure, as each ones several part shall justly and truly, in a true reckoning and computation thereof arise and amount unto upon every hundred Pounds thereof, according to the quantity of each ones several Stock and Stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents.

And, that such part and portion of the said Stock and Gains, as shall upon the perfecting of the said final Account appear to be and consist in Debts and Duties due and owing to the said Parties, or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in by the said Parties, or any of them, be also parted, shared and divided to and amongst the said Parties, according to the like Order, Rate, Division and Proportion, as is before herein expressed and set down: And that the said Parties, and every of them, their Executors and Administrators, immediately upon the perfecting and finishing of the said final Account, partition and division, as aforesaid, shall and will do their, and every of their Endeavours, by all the lawful ways and means, that they or any of them, may or can, for the
more

more speedy recovery and getting in of all and every the said several Debts and Duties, from time to time to be due or owing to them, or any of them, as part of the Gains, and Stock aforesaid: and that the charges of suing for and getting in of the said Debts and Duties, from time to time, shall be born and paid, by all the said Parties rateably, according to the quantity of their several Stocks and Gains aforesaid.

And that if it shall happen to any of the said Parties, to dye or depart this life, during the said Copartnership: That then in any such case, no right of Survivor or Survivorship, shall hold or take place, or be by them, or any of them challenged, claimed or demanded in any wise, but that they the said Parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their Parts and Portions of the said Stock and Stocks, Gains and Increase to them severally and properly to belong and, be due and belonging by the true intent and meaning of these presents, by their or any of their last Wills and Testaments, or by any other means or device, as fully and amply, as they or any of them could or might do, of their own proper Money or Goods, not pertinent to this joint Trade or Account: And likewise that the Executors and Administrators of every such Person and Persons so dying, may have and enjoy his and their full rateable Part and portion of the Stock and Stocks aforesaid, and of the Gains and Increase thereof, according to the true intent and meaning of these presents, without any lett, trouble, hindrance or interruption of any other of the said Parties Surviving; by Usage, Law, Custom, or other impediment to the contrary hereof, notwithstanding.

And that all and every the said Parties before mentioned, their Executors and Administrators, at all times during the continuance of the said Copartnership, and afterwards until the end of the whole business shall be fully finished, and brought to perfection by all good ways that they possibly can, shall be aiding and assisting unto each other, their Executors and Administrators, for the obtaining and speedy getting of every and each ones private and particular Part and Portions, to him or them to be due, upon the Portion or Division aforesaid, and that without fraud or covin.

And each of the said Parties for himself, his Executors and Administrators, doth covenant and grant, to and with the other of the said Parties, his and their Executors and Administrators, by these presents. That it shall not be lawful, for the said Parties, at any time during the said Copartnership, or any of them, to take out or diminish any part of the said joint Stock, or any the

the Gains or Increase thereof, other than such Sum and Sums of Money, as hereafter in and by these presents, is licensed and allowed: And that no charge shall in any wise be put to the Account of the said Copartnership, but such as shall be for the Merchandizing in Trade, and occupying of the Stock and Stocks aforesaid, and the Gains and Increase that of and concerning the same shall come, arise or increase [unless it be for convenient House-room, and Ware-house-room in the parts beyond the Seas, and for the buying for, and getting in of Debrs and Duties belonging to the said joint Trade, and other necessary Charges belonging to Merchandize behoofe-full for their joint Occupying, which are to be born by the general account of the said joint Trade.] And that the Charges of Ware-house-room, Dyer, Lodging; and such like, for the time any of the said Parties shall be within the City of *London*, during the time of the said Copartnership, shall be upon the particular and sole Charge of the said *A. B.* his Executors or Administrators.

And it is covenanted and granted, concluded and agreed by and between all the said Parties to these presents, and each one of the said Parties for himself respectively, and for his several Executors and Administrators, do and doth Covenant and grant by these presents, that he the said *C. D.* by way of further Recompence, his Executors and Administrators, shall every year, for and during all the time of the said Copartnership, be allowed out of the said joint Stock, and general Account, the Sum of one hundred eighty four pounds *per Annum*, of lawful Money of *England*, over and above all other his gains and allowance herein before-mentioned, one hundred pound yearly whereof, it shall and may be lawful to and for the said *C. D.* to take out of the said joint Stock, to use, spend, bestow and convert, at his own free will and pleasure, and that he the said *C. D.* shall leave yearly the residue, being the Sum of eighty four Pounds to rest, remain and run to and in use, to and with the said general Stock, during the said Copartnership, the profit and loss of which said eighty four Pounds to be divided to and amongst the said Copartners in like maner, according to the division and proportion of their several Stocks aforesaid: and the said eighty four Pound yearly, together with so much of the said yearly Sum of One hundred Pounds not formerly taken out, at the end and determination of the said Copartnership, shall be to the said *C. D.* his Executors and Administrators, fully satisfied and paid, or otherwise by him the said *C. D.* his executors or Administrators: out of his Account to be deducted and defalked: and that the said *G. H.* his Executors and Administrators, by

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way of further recompence yearly, and every year, for and during, &c. *ut supra* for C. D. [and so for the rest.] Any matter or thing before in these presents contained to the contrary in any wise notwithstanding.

And finally it is covenanted, and granted and agreed, by and between all the said Parties to these presents, that if any variance, suit, difference, doubt, controversie, discord, or contention happen, grow or be moved, by and between the said Parties or any of them, or the Executors or Administrators of them or any of them, for, upon or by reason of the said Trade, and joint Occupying, or any matter or thing thereupon depending, or upon or by reason of any matter or thing in these presents contained or expressed, That then and so often from time to time as the same shall happen, and before any suit, arrest or trouble, shall be attempted or begun by them or any of them, against the other, All and every of the said variances, differences, strifes, doubts, controversies and contentions, shall from time to time be referred and submitted to the hearing, order, award and determination of four honest Persons, being of the Company of Merchant adventurers of *England* for the time being, whereof one shall be chosen by the said A. B. his Executors or Administrators, one other by, &c. [naming the rest] as Arbitrators, in and for all and every the premises, if they shall be content to undertake the variances, strifes and contentions so to them to be referred within the space of one Month next after such reference and submission to them made: And further, that they the said A. B. C. D. E. F. and G. H. and every of their Executors and Administrators respectively, for their severall and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfil and keep all and every such end and ends, determination and judgment, as by the said four Persons so as aforesaid; to be chosen, shall from time to time be had, made and given in Writing, for and in behalf of the said Parties, as touching any the variances or differences aforesaid.

In witness, &c.

E

A

A Letter of Composition for half Debts.

TO All whom, to &c. *A. B. C. D. &c.* Creditors of *E. F.* do send greeting. Whereas the said *E. F.* the day of the Date of these presents, is, and standeth justly indebted, and doth owe unto us the several Parties above-named, divers and several Sum and Sums of Money; and by reason of the many Losses, great Hindrances, and other Damages happened unto him, he is utterly unable, as he affirmeth, and as he hath made appear unto us, to give other satisfaction for his said Debts, than by and with such Goods and Wares as are now remaining in his Hands, and such Debt and Debts as are now at present owing unto him; which we the said Creditors are unwilling to accept, or in any wise to intermeddle with, but have rather resolved and made choice to undergo a Loss certain, and to accept of ten Shillings in the pound, or the one half of the Debts by him owing unto us, to be duly paid in full satisfaction for our said Debts in manner and form following, &c. (here set down the manner and days of Payment)

Now know ye, That we the said Creditors do covenant and grant, and every of us for his own part and for his Executors and Administrators, doth covenant and grant, and every us, for his own part, and for his own Executors and Administrators, doth covenant and grant, to and with the said *E. F.* his, &c. That if the said *E. F.* his, &c. or any of them shall well and truly pay, &c. (here set down as before, the manner of Payment) or for the full payment thereof in manner and form aforesaid, shall be before the day of, &c. next ensuing the date of these presents, become bounden unto every of us in several penal Obligations, in double the said Sums to be contained in several Conditions thereof. And further, That if the said Obligations and every of them, shall be delivered to such person and person as we shall appoint, duly sealed and executed by the said *E. F.* at or before the, &c. next ensuing the date hereof, that then from and after such payment made, as aforesaid, or by the said several Obligations made, executed and delivered, as aforesaid, for the several payments aforesaid, according to the intent and true meaning of these presents: We the said Creditors and every of us, and the Executors, &c. shall and will hold our selves well contented and satisfy'd for all such Debts as he the said *E. F.* did formerly owe unto us, or any of us before the sealing of the said Obligations.

And

And that then also, we the said Creditors, and every of us, or the Creditors, &c. within ten days next after such payment made, as aforesaid, or the sealing and delivery of the said Obligations, according to the true intent and meaning of these presents, shall and will seal and subscribe, and in due form of Law deliver unto the said E. F. his, &c. one or more general Release or Releases, Discharge or Discharges, of all Debts, Duties and Demands whatsoever, by him the said E. F. unto us and every of us, formerly owing or Payable, from the beginning of the World unto the Days of the Date of the said Obligations, so to be sealed and delivered by the said E. F. his, &c. as aforesaid, as the said E. F. his Executors or Administrators, his or their Counsel, learned in the Law, shall reasonably devise, advise or require,

Provided always, that these presents or any matter therein contained, shall not be of any force or effect, to bind or charge us, or any of us, who have hereunto sealed and subscribed, unless and until all and every the said Creditors above named, shall and do likewise seal and subscribe these presents, at or before the, &c. next ensuing the Date hereof,

In Witness, &c.

Another to have free liberty to go to and from the Creditors to Compound.

TO All, &c. We A. B. C. D. &c. Creditors of E. F. Citizens and Mercer of London, do send greeting. Whereas the said E. F. the Day of the Date hereof is indebted, and doth owe unto us the said Creditors severally, divers Sums of Money, which by reason of some losses happened unto him, as he informs us, he is not able presently to satisfy and pay, as he willingly would, but desires our favour and respite of time for the payment thereof.

Therefore know ye, that we the said Creditors above named, moved with compassion, and the desire which the said E. F. hath to and for the satisfaction of our said Debts, have given and granted, and by these presents do give and grant unto the said E. F. full and sure liberty and freedom (as much as in us, or any of us lieth) to go, come and resort unto us and every of us, his said Creditors, to compound and take order with us and every of us,

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for

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for our and every of our said several Debts without any let, trouble, suit arrest, attachment or other impediment to be offered or done to him the said E. F. his Wares, Goods or Merchandizes, for and during the space or time of two Months next ensuing the date of these presents.

And if it happen, that the said E. F. his Person, Goods or Chatties within the said space of two Months by us or any of us the said Creditors, our or any of our Executors, Administrators or Assigns to be attested, sued troubled, attached or molested, contrary to the true intent and meaning of these presents That then he the said E. F. his Executors, Administrators and Assigns shall for ever be acquitted and discharged against him or them of us, his or their Executors, Administrators or Assigns, by whose Authority, means or procurement, he the said E. F. his Goods or Chatties shall be sued, arrested, attached or molested as aforesaid, of all manner of Actions, suits, Debts and Demands whatsoever from the beginning of the World to the Day of the Date of these presents.

In Witness, &c.

Or there may be Covenants from the Creditors not to be or molest the Debtor (in manner following) and We the said Creditors all and every of us, severally for himself, and for our and every of our Executors and Administrators do and doth severally Covenant, Promise and Grant, to and with the said E. F. his Executors and Administrators by these presents, that We the said Creditors or any of us, our or any of our Executors, Administrators or Assigns or any other Person or Persons, by our or any of our, their or any of their Authority, assent, consent or procurement, of the said E. F. his Executors or Administrators, or any of his, their or any of their Goods, Chatties, Debts or other things shall not, nor will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble, seize or molest for or concerning satisfaction or payment to be made to us or any of us, our or any of our Executors, Administrators or Assigns, of or for our said several Debts and Duties, or any of them, or any part or parcel of them, or any of them, or for any other matter or thing whatsoever which we or any of us can or may have, pretend or demand of or against the said E. F. or to find or provide for us or any of us, our, or any of our Executors, Administrators or Assigns, any other sureties or securities for the satisfaction or payment of the said several Debts, and other things, or any of them, or any part or parcel thereof, other than all or any of us now have, or severally hath for the same, during the time aforesaid.

In Witness, &c.

Another

*Another to a Debtor (Resident in England)
for a years time*

TO all &c. We *A. B. C. D. E. F. and G. H.* of *London* Merchants do send greeting. Whereas, *I. C.* Citizen and Vintner of *London* (for and by reason of Commerce, and divers Contracts, Agreements and other causes, between him and us the above named persons, severally passed and had) standeth and is indebted to us the said *A. B. C. D. E. F. and G. H.* severally, in divers and sundry great Sums of Money, as by several Obligations and Specialties, under his Hand and Seal unto us severally made, it doth and may appear.

Now know ye, that we the said *A. B. C. D. E. F. and G. H.* for divers sundry good and charitable causes and considerations, us hereunto especially moving, Have given and granted, and by these presents do give, full licence and liberty unto the said *C. D.* quietly and freely, to go about, attend and negotiate, as well his own private affairs and businesses, as also all other matters and things whatsoever he hath, or shall have to do and prosecute, for any person or persons whatsoever, as well within the City of *London*, as elsewhere within the Kingdom of *England*, at all and every time, and times from henceforth, for and during the space of twelve Months to begin and commence from the Day of the Date hereof, without any manner of let, disturbance, stay arrest, or attachment of his Person, or of his Goods, Chattles, Money, Merchandizes, or any other his Commodities, or things whatsoever, by us the said *A. B. C. D. E. F. and G. H.* or any of us, or by the Executors, Administrators or Assigns of any of us, on this side, or within the space of twelve Months to be accounted as aforesaid.

And We are not only contented and agreed, to give and grant this our present Licence unto the said *I. C.* for and during the time aforesaid, within which space he the said *I. C.* doth intend the payment or satisfaction of all and every the said Debts, but also we, and every of us, for his part doth by these presents, agree and declare, that if it shall happen the said *I. C.* in his Persons, Wares, Goods, or Merchandizes, or any of them, within the said time or space of twelve Months next ensuing the Date hereof, by us or any of us the said Creditors or by our or any of our Executors, Administrators or Assigns, or by any other Person or Persons, by or through the Authority, commandment, will,

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will, or consent or procurement of us, or any of us against the tenor, form and effect of these presents in any wise to be arrested, sued impleaded, molested or attached, that then he the said *J. C.* his Heirs, Executors, &c. by virtue of these presents, for evermore, be clearly acquitted and discharged against him or them of us by whom, or by whose Authority, means or procurement he the said *J. C.* his Goods, Wares, Moneys or Merchandizes shall be contrary to the form, effect and true meaning of these presents to be vexed molested, attached, sued, arrested or hindered, of all manner of Actions, Suits, Debts and Demands, whatsoever they be, from the beginning of the World until the Day of such arrests, suits, attachments or molestations,

In Witnes, &c.

Another in brief.

TO All; &c. We or such of us who have signed and sealed these presents, being Creditors of *C. D.* an *English* Merchant now residing at *F.* in the parts beyond the Seas, do send greeting. Whereas the said *C. D.* is indebted to us his Creditors severally in divers Sums of Money, for which, by reason of bad Debts and other casual Hindrances, as well by Sea as Land, he is unable to give unto us present satisfaction, and having desired, as well by several of his own Letters, as well by Mediation of his Friends here resident in *England*, for a time, without our or any of our Molestations, Arrests, Suits or Interruptions, to come over into *England*, and to reside here, as well to gather in and recover the Debts to him due here, as to make his true Estate known unto us, and as much as in him lieth, to give us and every of us satisfaction, for the said Debts by him to us particularly owing: Unto which request and desire of the said *C. D.* we do hereby condescend, and are content that he shall come over into *England*, and stay and abide in *London* or else where within the said Kingdom, in peace and quiet, and without the Arrest, Suit, Trouble or Molestation of us or any of us, for and during the space of six Months, to be computed from the day of the date hereof.

In Witness, &c.

Another

Another to a Debtor, beyond the Seas, for Six Months, paying Six Shilling eight pence a Pound.

TO All, &c. We, &c. (naming the Creditors) send greetings, &c. Whereas C. D. Merchant, now resident in the Parts beyond the Seas, is indebted unto his Creditors, whose Names are here-under written, in several Sum and Sums of Money, and being unable to pay us our whole Debts, we do here declare, that every one of us who shall subscribe these presents with his own Name or Mark, shall and will give him free leave and licence both for his Person and Goods to go, come and abide amongst us for the term of six Months, to be computed from the date hereof, without our or any of our lett, trouble, suit, arrest or disturbance.

And further that if the said C. D. his Executors, Administrators or Assigns, shall within the Space of Six Months aforesaid to be computed from the Date hereof, pay or cause to be paid unto us, for and in respect, of the several Debts, owing severally unto us, six Shillings and eight pence Sterling, in the Pound (not accounting Interest for the said several Debts to us owing, or for any part thereof) that then we shall accept of the said six Shillings and eight pence the pound, in full of the said Debt and Debts to us severally owing, and shall give unto him or them thereupon (at his cost and charges) general Acquittances and Releases from us and every of us; and in further Declaration, of our leaves and licence to him given as aforesaid, we do promise to Seal and Subscribe unto him a Letter of Licence to be made according to the purport and true meaning hereof.

Witness our Hands, this day of, &c.

Another

Another to a Merchant, remaining beyond the Sea, to come into England, &c. for a Year.

TO all, &c. We, (naming all the Creditors of C. D. now comorant in the Parts beyond the Sea) do send greeting. know ye, that We the said Creditors, being particularly sensible of the divers Losses and Impoverishments lately befalling upon him, the said C. D. as well by Sea as by Land, whereby, as he affirmeth, he is disabled at present to make payment unto us, of the several Debts and Sums of Money by him due and owing unto us, respectively, in consideration whereof, and at the special request and desire of the said C. D. that some respite of time may be given him, for the gathering in, and recovering of his Debts, and the effecting of some means for the Payment of the several Debts by him unto us, severally due as aforesaid.

Have given and granted, and by these presents, we and every one of us, for our and every of our Executors, Administrators and Assigns, do give and grant unto the said C. D. his Executors and Administrators full and free license and liberty, whereby the said C. D. his Executors and Administrators, and every of them, shall and may freely and quietly, at his and their liberties and pleasures, when and as often as it may or shall please him or them, to go, pass, repass, sojourn, dwell and abide with all, and singular the Goods, Cloaths, Wares, Merchandizes, and all other things whatsoever of the said C. D. his Executors and Administrators, in, and by and through the Realm of England, and the Cities, Towns, Places and Dominions thereof, and elsewhere, to and for his and their, and every of their most and best advantage, Commodity and Profit, and to buy, sell, exchange, or by any other ways, means, or kind of Merchandizing, or otherwise, Employ, Deal or Trade, for any manner of Goods, Chatles, Wares, Merchandizes, or other things whatsoever, to or them belonging, as aforesaid, from time to time, during the space of one whole year next ensuing the Date of these Presents, with out lett, suit, trouble, impediment, arrest, attachment, procecution, or impleading, or any other grievance, hurt, or vexation, by or through us, or any of us, or by the Executors, Administrators or Assigns, of us or any of us, in anywise, to be done, procured or exempted, against the said C. D. in his own Person, or against his Executors or Administrators, or any

of

of them, or his, or any of their Goods, Chattels, Wares, Merchandizes, Money, Debts, or any other thing whatsoever, or any part or parcel of them, or any of them, for touching, concerning, upon, or by reason, or means of any Debt or Debts, Duty or Duties, Sum or Sums of Money now due or owing, by the said C. D. to us, his said Creditors, or any of us.

And further, We, the said A. B. C. D. E. F. &c. and every of us, by himself, for his own Part and for himself, his Executors and Administrators, and every of them, doth covenant and grant to and with the said C. D. his Executors and Administrators, and every of them, [by these presents: That if any Suit, Arrest, Attachment, Process, Impediment, or other grievance, hurt or vexation whatsoever, before the end or expiration of one whole year next ensuing the Date hereof, in any wise shall be brought, had, done, procured or effected, by or through us, or any of us the said Creditors, or the Executors, Administrators or Assigns of us or any of us, or by, through, or with the will, procurement, commandment or agreement of us, our, or any of our Executors, Administrators or Assigns, against the said C. D. his Executors, or Administrators, Sureties, or Factors, or any of them, or against his, their, or any of their Wares, Goods, Chattels, Merchandizes, Monies, Debts or any other things whatsoever, or any of them, for, touching, or in any wise concerning, or by means, or reason of any Debt or Debts, Duty or Duties, Sum or Sums, whatsoever now due or owing by the said C. D. to us or of any of us, his said Creditors, that then immediately from thenceforth the said C. D. his Heirs, Executors and Administrators, and every of them, shall for ever be acquitted and discharged, against him or them, of us his said Executors, Administrators and Assigns, and every of them, by whom any such Suit, Occasion, Arrest, Process, Attachment, Trouble, Impediment or other grievance, hurt or vexation whatsoever, shall in anywise be had, brought, affirmed or prosecuted, to or against the said C. D. his Executors, Administrators or Assigns, or against his, their or any of their Goods, Wares, Merchandizes, Debts, Monies, or other things whatsoever, within the said one year, contrary to the true intent and meaning of these presents, of and from all and singular such Debt and Debts, Duty or Duties, and Sum and Sums of Money, and other thing and things whatsoever, due or demandable by or from him, the said C. D. unto us, or any of us, our, or any of our Executors, Administrators or Assigns, that such Account, Suit, Arrest, Process, Attachment, Trouble,

Impediment, Grievance or Vexation shall cause, procure or willingly permit against the said C. D. his Executors Administrators, Surety, Factors or Assigns.

In Witness, &c.

A Letter of Licence from Creditors to a Debtor, and Composition made.

THIS Indenture made between A. B. C. D. and E. G. Creditors of E. F. late of, &c. on the one part: And G. F. of London, Widow on the other part. Whereas the said E. F. at and before the time of his Decease was indebted unto the said Creditors, in divers and several Sums of Money: All which, they the said Creditors have hitherto, patiently forborn: And whereas the said G. F. hath since her said Husband's Death, perused and examined the Estate of her said Husband: And finding, through divers Losses, Sickneses, and other casual Hindrances, which enforced her said Husband to impair and lessen the same, that the same is far short, to give unto the said Creditors a full satisfaction of their just and due Debts, hath hitherto forborn to take forth Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly did belong, according to the form and course of the Laws of this Realm; and the said G. F. having called the said Creditors together and acquainted them with the Premises, and with the weakness of her said Husband's Estate.

They the said Creditors, by and with one assent and consent, were and are willing, content and pleased, to accept of Ten Shillings in the Pound of their Debts, upon security of her the said G. F. and to be paid at such days and times and in such manner and form, hereafter limited, expressed and declared, and thereupon is given, and by these presents give their full leave consent and approbation, that she said G. F. shall and may have, and take out in her own Name, Letters of Administration of the Goods Chattels and Personal Estate of her said deceased Husband, and that without the interruption or disturbance of them, or either of them.

Now this Indenture Witnesseth, That they the said Creditors herein before named, do by these presents for them severally and respectively, that is to say, every of them, for himself, his Executors and Administrators, and not jointly, nor one of them for the other, covenant, promise and grant, to and with the said

G. F.

G. F. her Executors or Administrators, do or shall upon, or before the, &c. next ensuing the Date of these presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties unto the said several Creditors before named, severally to be conditioned, for the Payment unto them the said several Creditors, their several Executors, Administrators or Assigns, of the Sum of ten Shillings of lawfull Money of *England*, for every Pound or twenty Shillings of their due and principal Debts by the said *E. F.* owing respectively as aforesaid, not accounting any Interest for the same, or any part thereof, at or in (mention the place of payment) that is to say, on the, &c. and shall leave the said several Obligations (being duly sealed and executed by the said *G. F.*) and each of the said Bonds attested by two Witnesses, at the least, who are to subscribe their Names thereunto) safe uncanceled at, &c. (mention with whom to be left) unto or for the said several Creditors: That then the said Creditors, to or for whom, the said Obligations shall be so made, and left, as aforesaid, shall accept severally of the said Obligations and Securities, as a full satisfaction of all their Debts, so owing unto them, by the said *E. F.* as aforesaid.

And shall and will also, at the costs and charges of the said *G. F.* her Executors or Administrators, severally seal, and as their several Acts and Deeds deliver, unto or for the use of the said *G. F.* several Acquittances and Discharges in Writing, sufficient in the Law, thereby acquitting and releasing, as well the said *E. F.* his Executors and Administrators, as also the said *G. F.* her Executors and Administrators of all Debts Bonds, Bills, Claims and Demands whatsoever, from the beginning of the World until the day of the Date of these presents.

And the said Creditors severally and respectively every one, by and for himself, his Executors and Administrators, and not jointly nor one of them for the other, do covenant and grant, to and with the said *G. F.* his Executors and Administrators, and every of them by these presents; that if either the said *G. F.* her Executors or Administrators, or her or their Goods, or Chattels, or the Goods or Chattels late of her said deceased Husband, or any of them, shall at any time or times hereafter, until or before the said day of, &c. be arrested, attached, molested, or troubled by the above named Creditors, or any of them, or by any other Person or Persons, by their or any of their means or procurment, or in their or any of their right or rights, for or by reason of any Debt or Debts, so to them, or any of them, owing by the said *E. F.* at the time of his Decease: That then and from thenceforth she the said *G. F.* her Executors and Admini-

nistrators shall be acquitted, released, and discharged against him or them, by whom the said *G. F.* her Executors or Administrators, her, their, or any of their Goods or Chattels, shall be so arrested, attached, molested or troubled, of and from all Debts, Actions, Claims, and Demands whatsoever, from the beginning of the World until the day of the Date of these presents, and that these presents to be pleaded, shall be a sufficient Bar and discharge in that behalf, against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose means, or procurement, or in whose right the said *G. F.* her Executors or Administrators, her or their Goods or Chattels, or any of them, shall be so arrested, attached, molested or troubled, contrary to the true intent and meaning of these presents.

Provided always, that if all the said Creditors, above named, do not, or shall not, at or before the, &c. Seal, and as their Act and Deed deliver in due form of Law, one part of these presents, unto, or to the use of the said *G. F.* that then these presents, and every matter and thing therein contained, shall be clearly void and of none effect, as if the same had never been made.

And the said *G. F.* for her self, her Executors and Administrators, doth covenant and grant, to and with the said Creditors and every of them, their and every of their Executors and Administrators: That in case all the said Creditors shall in due form of Law, sign, seal, and execute, one part of these presents, as aforesaid, unto or to the use of the said *G. H.* on or before the, &c. That then the said *G. F.* her Executors or Administrators, shall and will in due form of Law, make or cause to be made, and duly seal and execute the said several Obligations, and leave the same at the place aforesaid, to and for the said Creditors upon or before the, &c.

In Witness, &c.

A Bill of Credit.

THis present writing witnesseth, That I *A. B.* of *London*, Alderman, do undertake to and with *C. D.* of the City of *T.* Merchant, his Executors and Administrators, That if he deliver to *E. F.* of, &c. or to his Assigns, to his use, any Sum or Sums.

Sums of Money, not exceeding in the whole the Sum of three Hundred pounds of lawful Money of England: And shall take a Bill under Hand and Seal of the said *E. F.* for the same, acknowledging, testifying and shewing the certainty thereof: That then I the said *A. B.* my Executors or Administrators, having the Bill delivered to me or them, shall presently upon receipt of the said Bill pay or cause to be paid to the said *C. D.* his Executors or Assigns, all such Sum or Sums of Money (not exceeding the said Sum of three hundred pound) as shall be contained in the said Bill: To which Payment well and truly to be made, I bind my self, mine Executors and Administrators, firmly by these presents. In witness whereof I have hereunto set my Hand and Seal the day of, &c.

A Charter-Party between Part-Owners of a Ship, whereby the Sharers of one Moiety, let to freight their Part to the Sharer of the other Moiety.

THis Charter Party indented of Affrayment, made the, &c. between *A. B.* and *C. D.* of London, Merchants, Part-owners; that is to say, Owners of the one moiety or half part of a good Ship called the *R.* of London, of the Burthen of 300 Tuns, with the like moiety of all the Sails, Masts, Tackle, Apparel, Furniture, Ordinance and Appurtenances thereunto belonging, now riding at Anchor in the River of Thames, within the Port of London, where the said *C. D.* is Master under God, of the one part, and *E. F.* and *G. H.* of London, Merchants, Owners of the other moiety and residue of the said Ship, with the Masts, Sails, Tackle, Ordinance, Furniture and Apparel thereunto belonging, on the other part witnesseth that the said *A. B.* and *C. D.* have granted and letten to freight, and by these presents do grant, and let to freight, all that their said part and moiety of the said Ship and Premises, unto the said *E. F.* and *G. H.* for a Voyage with her to be made by Gods grace, in manner and form following.

That is to say, That the said *A. B.* and *C. D.* for them, their Executors, Administrators and Assigns, do hereby covenant and grant, to and with the said *E. F.* and *G. H.* for them, their and either

either of their Executors and Administrators by these presents, That the said Ship being already laden, shall with the first good Wind and Weather that God shall send next after the date hereof, by God's Grace (the perils and dangers of the Sea excepted) directly sail from the said River of *Thames*, and apply unto the Port of *Leghorn* in *Italy*, under the Dominion of the Duke of *Florence*, and there shall discharge such Goods and Merchandizes, as shall be appointed there to be unladen by the said *E. F.* and *G. H.* or one of them, their or one of their Factors or Assigns; and from thence shall sail and take her direct course, as Wind and Weather shall serve, with as much speed as may be (the perils and dangers of the Sea excepted) unto the Island of *I.* in *Grecia*, under the Government of the Seigniorie of *Venice*, and there shall stay and abide by the space of forty working days, next after her first arrival there, to unlade all such Goods and Merchandizes as are or shall be there appointed, as aforesaid, to be unladen, and within the said time shall unlade such Goods, Wares and Merchandizes as the said *E. F.* and *G. H.* or either of them, their or either of their Factors or Assigns, shall think fit to charge and relade, aboard and into the said Ship, that is to say, so much as the said Ship can conveniently carry, over and above her Victual, Tackle, Ammunition, Apparel and Furniture.

And that the said Ship with her said Burthen shall with the first good Wind and Weather, that God shall send, after the expiration of the said forty days (the perils and dangers of the Sea excepted) sail and come from the said Island of *I.* unto the City of *London*, or as near thereunto as she conveniently may for her right discharge.

And the said *E. F.* and *G. H.* for themselves, and either of them, their and either of their Executors and Administrators do covenant and grant to, and with the said *A. B.* and *C. D.* and either of them, their and either of their Executors, Administrators and Assigns, by these presents: That they the said *E. F.* and *G. H.* or one of them, their or one of their Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid to the said *A. B.* and *C. D.* or one of them, their or one of their Executors or Administrators within the City of *London*, for every Tun of such Wares and Merchandizes as shall be laden or unladen in the said Ship, during the said Voyage, the Sum of, &c. (accounting so much the Tun, &c.) for the Part and Interest of the said *A. B.* and *C. D.* in the said Ship, and for, and in respect of the freight and hire of their part of the said Ship; which said Money is to be paid in manner and form following:

That

That is to say, one third part thereof upon the right discharge of the said Ship; and one other third part thereof within the space of six Weeks then next following, and the other remaining part thereof within the space of three Months next ensuing, after the end and determination of the said six Weeks.

And the said *A. B.* and *C. D.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant to and with the said *E. F.* and *G. H.* their Executors and Administrators, by these presents; That the said Ship for their part, shall be strong and stanch, and well and sufficiently Tackl'd and Apparell'd, with Sails, Sail-yards, Anchors, Cables, Ropes, Gun-shot, Artillery, Gun-powder, and all other Instruments, Tackle and Apparel, needful and necessary for such a Ship, and for such a Voyage, together with an Able Master, fifty six Men and a Boy, and a Cock-boat, which Men and a Boy shall be always ready, at all due times with the first Cock-boat of the said Ship to serve the said *E. F.* and *G. H.* or one of them, their or one of their Factors or Assigns, to and from the Land, during the said Voyage, and to discharge and relade the said Ship, as occasion shall serve.

And to the performance of all and every the Covenants, Grants, Articles and Agreements, on the Parts and Behalfs of every of the said Parties, truly to be holden, performed and kept in all things, as is aforesaid, the said Parties to these presents do bind themselves one to another: That is to say, the said *A. B.* and *C. D.* do by these Presents bind themselves, and either of them, and their several Executors and Administrators, Goods, and their Part and Interest in the said Ship, with the Furniture thereof, to the said *E. F.* and *G. H.* and to their Executors and Administrators. And the said *E. F.* and *G. H.* do in like manner bind themselves, and either of them, their and either of their Executors, Administrators and Assigns, and all their Goods, and their Interest in the said Ship, to the said *A. B.* and *C. D.* their Executors and Administrators, in the Sum or Penalty of one Thousand Pound, of Lawful Money of *England*, by the Party or Parties infringing the said Covenants, or any of them; to the other Party or Parties observing, truly to be paid by virtue of these presents.

Another

*Another, where the Ship is to take in her first
Lading at several Ports.*

THIS Charter-party, indented of Affreightment made the, &c. between *A. B.* Citizen and Alderman of *London*, and *E. F.* Citizen and Draper of *London*, Owners of the good Ship called the *P. of London*, of the Burthen of 140 Tuns, or thereabouts, Riding at this present on the River of *Thames*, within the Port of *London*, (whereof is Master under God for this Voyage, *T. W.*) on the one part, and *C. D.* of *London* on the other part, witnesseth, That the said *A. B.* and *E. F.* have granted and letten the said Ship to Freight to the said *C. D.* and the said *C. D.* hath hired the said Ship for a Voyage to be made by God's Grace in manner and form following : That is to say,

The said *A. B.* and *E. F.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant by these presents, to, and with the said *C. D.* his Executors and Administrators, and either of them, in manner and form following, that is to say, That the said Ship shall ride and tarry within the River of *Thames*, in the Port aforesaid, until the Tenth Day of, &c. next ensuing the Date hereof, and shall receive into her all such Goods, Wares and Merchandizes, which it shall please the said *C. D.* his Factors or Assigns, there to Charge and Lade into, and aboard her, before the said Tenth Day of, &c. and not to receive into the said Ship, before her Departure, any Goods or Merchandizes of any other Person or Persons whatsoever (except the said *C. D.*) without the special Consent and Agreement of the said *C. D.* his Factors or Assigns, first thereunto had and obtained : Except Three Packs of Merchandises Freight-free, of the said *E. F.*

That the said Ship, with the first good Wind and Weather that God shall send, next after the said Tenth Day of, &c. shall depart and sail from the Port of the said City of *London*, with the said received Goods of the said *C. D.* (the perils and dangers of the Sea excepted) unto *Gore-End*, within the Realm of *England*, where she shall tarry and abide the space of Twelve Days, next ensuing her said Arrival there, at an Anchor, there to receive into her, Freight-free, as much Corn as she can safely stow and carry, over and besides her Victual, Tackle, Apparel and Furniture,

niture, and over and besides the said Goods by her received at London, as aforesaid.

And moreover, That the said Ship, with the first good Wind and Weather that God shall send, next after the End and Expiration of Twelve Days, shall directly Sail (the dangers and perils of the Sea excepted) from *Gore-End* aforesaid, unto *L.* within the Realm of *P.* as near to the said Town as she may safely arrive to make her right Discharge, where the said Ship shall tarry by the space of Forty Days, next ensuing her first Arrival there, at an Anchor, as well to discharge the said Goods received into her within the said Port of London, and at *Gore-End*, as aforesaid, as also to relade and recharge into her the said Ship 140 Tuns in the whole, of such Goods, Wares and Merchandizes, as it shall please the said Merchant, his Factors or Assigns there, within the said Forty Days, to lade in and aboard the said Ship before her Departure, and not there to receive any other Goods of any other Person or Persons whatsoever, except what shall be laded as aforesaid, accounting so much for every Tun; (and here set down how much of each particular shall be accounted to the Tun, if it may be.)

Nevertheless, it is agreed by and between the said Parties to these presents: And the said *A. B.* and *E. F.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant, to and with the said *C. D.* his Executors and Assigns, by these Presents; That if the said *C. D.* his Factors or Assigns, cannot within the said Forty Days lade the said Ship at *L.* as aforesaid, that then the said Ship shall there tarry and abide the space of Ten Days, next after the End and Expiration of the said Forty Days.

And that the said Ship, as is before-mention'd, laden at *L.* aforesaid, shall with the first good Wind and Weather that God shall send, next after the Expiration of the said abiding Days, or so soon as she shall be laden, directly sail from thence (the dangers and perils of the Sea excepted) and apply to *A.* or London, or such of the said Places where it shall please the said Merchant, his Factors or Assigns, that the said Ship shall make her Discharge.

And the said *C. D.* for himself, his Executors, Administrators, Factors and Assigns, and for every of them, doth covenant and grant by these presents, to and with the said *A. B.* and *E. F.* and either of them, their and either of their Executors, Administrators and Assigns, that he the said *C. D.* his Executors, Administrators and Assigns, shall and will within the said Ports of London and

Gore-End, charge and lade the said Ship within the Times before limited and appointed for the same, and shall and will discharge and relade the said Ship at *L.* aforesaid, within the Kingdom of *P.* within the Times before limited and appointed for the same; And shall and will discharge and unlade the said at *London*, or at *A.* aforesaid, within the time and space of, &c. days.

And also, that he the Merchant, his Factors or Assigns, shall and will within the said abiding Days, at *L.* aforesaid, and so soon as the said Ship shall be there, as is aforesaid laden, give notice unto the said Master, or his Assigns, where the said Ship shall make her right Discharge, that is to say, whether at *A.* or at *London* aforesaid.

And that the said *C. D.* his Factors or Assigns, shall well and truly pay, or cause to be paid unto the said *A. B.* and *E. F.* or one of them, their or one of their Executors or Assigns, for every Tun of the said Ship's Lading, that shall be discharged at *L.* aforesaid, the Sum of, &c. of Lawful Monies of *England*, and for every Tun that shall be discharged or unladen out of the said Ship at *A.* or *London* aforesaid, the Sum of, &c. of like Monies, which said Monies shall be paid in manner and form following, That is to say, The one Moiety within Ten Days next after the said discharge of the said Ship at *A.* or *London*, as aforesaid: And the remaining Moiety thereof within One Month next after the End and Expiration of the said Ten Days, together with Lorry-load-menage, Primage and Avarage, wont and accustomed.

And that the said *C. D.* his Factors and Assigns, shall and will for every Day that the said Ship shall tarry and abide at *L.* aforesaid, over and above the said Forty Days, truly pay or cause to be paid to the said *A. B.* and *E. F.* or one of them, their or one of their Executors, Administrators or Assigns, the Sum of, &c. of Lawful Monies of *England*, at the Day and Time when the last Monies payable for the Freight of the said Ship is to be paid by the true Intent and Meaning of these Presents.

And the said *A. B.* and *E. F.* do covenant, grant and warrant by these presents, to and with the said Merchant, that the said Ship shall be able to receive into her Hatches at *L.* aforesaid, over and besides her Victual, Tackle and Apparel, the said quantity of 140 Tuns, and that the said Ship is and shall be strong and stanch, and well and sufficiently victualled, tackled, apparelled and furnished, with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Gun-shot, Gun-powder, Artillery, Tackle, Apparel, Boat and Furniture, meet and convenient for such a Ship and such a Voyage, together with an able Master, Twenty fit able Men and a Boy, which Men and Boy (or so many of them

as shall be useful) shall be ready at all times convenient, during the said Voyage, with the Cock or Boat of the said Ship, to serve the said Master, his Factors or Assigns, to and from the Land.

In Witness, &c.

A Bill of Adventure upon a Man of War.

TO all, &c. I *A. B.* Owner of a fourth part of the good Ship called the *Mermaid* Post, of the Burthen or Portage of one hundred Tun, or thereabouts, and also a fourth part of all the Tackle, Apparel, Ammunition, Furniture, and Artillery to the said Ship belonging, and also of the one fourth part of the Victual and Provision to and for her now provided and appertaining, do send greeting.

Whereas the said Ship called the *Mermaid*, is now outward-bound for a Man of War, by way of Reprizal, under the Conduct, Command and Guidance of *W. B.* Captain thereof. And whereas *C. D. E. F.* and *G. H.* of, &c. have paid and delivered unto me the said *A. B.* Forty Pound *Sterling*, to be adventured upon Gain and Loss, upon the said Fourth part of the said Ship, Furniture and Victuals, in her next Voyage to Sea.

Now know ye, That I the said *A. B.* for me, mine Executors and Administrators, do covenant and grant, to and with the said *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors, Administrators and Assigns, by these presents: That I the said *A. B.* mine Executors and Administrators, shall and will from time to time hereafter, not only come to a true and just Account with them the said *C. D. E. F.* and *G. H.* or one of them, their, or one of their Executors or Administrators, for all such Benefit, Advantage, Gain and Increase, as shall from time to time be made, or come, of or in respect of the said Forty Pound, so adventured as aforesaid, but also from time to time satisfy and pay unto the said *C. D. E. F.* and *G. H.* their Executors or Assigns, or to one or more of them, in the behalf of the rest, such Shares, Parts and Proportions, as shall be made, or grown of and for the said Ship, Furniture and Victual, as also of all Prizes by her to be taken, rateable and proportionable, according to the gradual Rate of a greater or lesser Sum or Share that shall be had or received by any other Owner, or Part-Owner or Adventurer, in or of the said Ship, Furniture and Victual.

In Witness, &c.

* G 2

Another

Another upon a Man of War, and several other Ships taken into Consortment with her.

TO all, &c. Whereas I *A. B.* have prepared, victualled and fitted to sail for a Voyage to the *East-Indies*, as a Man of War, in case of Reprizal, a good Ship, called the *Mary of London*, and certain other Ships by me, after to be taken into Consortment with her, by and under the power and virtue of a certain Commission to me made and granted by and from, &c. constituting and appointing me Admiral and General of the said Fleet, and for and towards the furnishing, fitting, victualling, arming and setting forth to Sea of the said Ships, I the said *A. B.* before the ensealing and delivery of these presents, have had and received of and from *E. F.* of, &c. the Sum of Fifty Pound *Sterling* upon the Adventure of the said Ship and Ships, in the said Voyage: And the said *E. F.* is contented to venture the said Sum of Money upon the said Ship and Ships, during the said Voyage, in the same manner and form as other Adventurers do.

Now know ye, that I the said *A. B.* have covenanted, granted and agreed, and do by these presents, for me, mine Executors and Administrators, covenant, grant and agree, to and with the said *E. F.* his Executors and Administrators, and every of them: That he the said *E. F.* his Executors and Administrators, for and in consideration of the said Sum of Fifty Pound so by him adventured, as aforesaid, shall have and receive to his and their own Use and Uses, such a rateable Part, Share and Proportion, as other Adventurers on the said Ship and Ships are to have or shall have, in all and every such Prize and Prizes, Goods, Jewels, Money, and other things whatsoever, which shall be had, taken, obtained, attached, achieved, or gotten, either by Sea or Land, during the said Voyage, or by reason thereof, by or with the said Ship, or by or with any other Ship or Ships, Vessel or Vessels that shall be in Consortment or Fellowship with her, or by the means of them, or any of them, in or during the said Voyage, or which shall be to the said Ship or Ships, or any of them, by reason or means of the Voyage aforesaid appertaining or belonging, according to the just Rate and Proportion of Fifty Pound, the same shall amount unto the due and necessary Charges, pertinent and belonging to the said Voyage, being out of the whole first deducted.

In Witness, &c.

*A further Collection of some Reports,
thought fit to be incerted in this Treatise.*

Pearson versus Garret.

Trin. 5. Willicimi & Maria Rot. 177.

FOR THE PROSECUTION OF THE
HOME DEPT.
OF THE GOVERNMENT OF INDIA

*J*ohannes Pearson queritur de Johanne Garret in Custod. Marr, &c. An Action
pro eo videlicet quod cum Civitas London est antiqua Civit. cumq; upon a Note
etiam in eadem Civitate videlicet apud Paroch, beata Maria de Arcubus, of 60. Gu-
in warda de Cheape; habetur necnon a toto tempore ejus contrar. memo- nea's, when
ria hominum non existit, habebatur quedam antiqua & laudabilis consue- the Defen-
tudo, approbat. & usitat. in eadem inter mercatores & alias personas, in dant should
eadem Civitate residen; videlicet quod si aliqua persona in eadem marry such a
Civitate residen; fecerit aliquam Billam sive notam in scriptis sub manu Person upon
sua subscript. & per eadem Billam sive notam promitteret, solvere alicui which the
personae aliquam denariorum summam, ad liquod tempus vel aliqua tempa- Plaintiff de-
ra, in hujusmodi billa sive nota mentionat, talis persona que hujusmodi Bil- clared, as
lam sive notam fecerit, per hujusmodi promissionem & Consuetud. inter upon a Bill
Mercatores & alias Personas, prad. sic ut praefertur usitat & approbat. of Exchange,
overabili; esse consuevit, ad solvend' hujusmodi denariorum summam, the Custom
in hujusmodi billa sive nota mentionat. hujusmodi persona, cui promissio solu- set forth,
tionis inde per hujusmodi billam sive notam facta fuit, fore solvend' ad
tempus sive tempora, in & per hujusmodi billam, sive notam, pro soluti-
one inde denotat secundum promissionem suam prad; cumq; vicesimo primo
die Octobris, Anno Regni Domini Willielm & Dominae Mariae, nunc
Regis & Reginae Angliae, &c. quarta apud London prad. videlicet in paro-
chia beate, Mariae de Arcubus in warda de Cheape, prad' idem Johannes
Garret, fuit Persona residen' in Civitate London prad' & sic ibidem re-
siden' eodem vicesimo primo die Octobris, Anno quarto superaddicto apud
London prad', in Parochia & Warda prad' per quandam notam in scrip-
tis sub manu sua subscript. promisit solvere eidem Johanni Pearson, vel Af-
fion' suis, sexaginta pecias auri cuncti, Anglice. Threescore Pieces of
Guineas, or Twenty Shillings Pieces of Gold; infra duos menses
prox. post ipse prad' Johan. Garret, cuidam Elizabeth Pretty, legitimo
maritatae, fuerit, videlicet quinquaginta pecias inde pro seipso predicto Jo-
hanne Pearson, & decem pecias inde pro uxore sua, & idem Johannes
Pearson, in facta dicit quod prad. Johannes Garret, postea, scilicet vice-
simo octavo die Februarii, Anno Regni dicti Domini Regis & Dominae Re-
ginae, nunc quinto apud London, prad. in Parochia & Warda predictis pra-
sat.

fat. Elizabeth Pretty Legitime maritat. fuit. per quod & vigore consuetud. prad. pradictus Johannes Garret, devenit onerabilis ad solvend' eundem Johandi Pearson sexaginta pecias auri secundum promissionem suam prad. At super inde in consideratione pramissi. prad. Johanni Garret ad tunc & ibidem scilicet prad. vicesimo octavo die Februarii; Anno quinto supradicto apud London, prad. in Parochia & Warda pradictis, super se assumpsit prafatq; Johanni Pearson, ad tunc & ibidem fideliter promisit quod ipse idem Johannes Garret prad. sexaginta pecias auri eidem Johanni Pearson, infra duos menses prox. post marriageum prad. habit; bene & fideliter solvere & contentare vellet prad. tamen Johannes Garret promission & assumption' suas pradictas minime curans, sed mahamans & fraudulemter intendens eundem Johannem Pearson in hac parte callide & subdole decipere & defraudare prad. sexaginta pecias Auri seu aliquam inde denariorum summam prafat Johanni Pearson nondum solvit nec ei pro eisdem bucsq; aliquantiter contentavit, licet ad hoc faciend' prad. Johannes Garret. postea scilicet secundo die Maii, Anno quinto supradicto apud London, prad. in Parochia & Warda pradictis per eundem Johannem Pearson requisit. fuit. sed ill. ei bucsq; solvere seu providere aliquantiter contentare omnino recusavit adhuc recusat unde idem Johannes Pearson dicit quod deteriorat. est & dampnum habet ad valentiam Centum librarum & inde producit sectam, &c.

The Substance of this in English, is as under, viz.

John Pearson brings an Action upon a Note of Sixty Guinea's, against John Garret, and sets forth

THAT whereas the City of London is an ancient City, and whereas there is a certain ancient and commendable Custom in it (the contrary whereof is not in the Memory of Man) approved and in use amongst Merchants and other Persons residing therein, viz. That if any Person residing therein, shall make any Bill or Note in Writing, subscribed under his Hand, in which he shall promise to pay any Sum of Money within any time or times therein mentioned, such Person as shall make any such Note, by vertue of such Note, and that Custom approved and in use amongst Merchants and other Persons, as aforesaid, has used to be liable to the payment of any such Sum of Money, mentioned in such Note, to the Person to whom the Payment is there promised, within the time or times specify'd in such Note for making of such Payment. And whereas on the 21st Day of October, in the Fourth Year of the Reign of King William and Queen Mary, in the City of London aforesaid, viz. in the Parish of St. Asary

in the Ward of

the

the aforesaid *John Garret*, residing in the City of *London*, aforesaid, on the Twenty first Day of *October* aforesaid, and in the Parish and Ward in the City of *London* aforesaid, by a certain Bill or Note, subscribed by his Hand, did promise to pay to the said *John Pearson*, or his Assigns, Threescore Guinea's, within Two Months next after the aforesaid *John Garret* should be lawfully marry'd to *Elizabeth Pretty*; viz. Fifty Guinea's for him the aforesaid *John Pearson*, and Ten Guinea's for his Wife: And the said *John Pearson* saith in Fact, That the aforesaid *John Garret* afterwards, viz. on the Eight and twentieth Day of *February*, in the Fifth Year of the Reign of our Lord and Lady the King and Queen, aforesaid, in the City of *London*, and in the Parish and Ward aforesaid, was lawfully marry'd to the aforesaid *Elizabeth Pretty*: Whereby, and by vertue of the Custom aforesaid, the said *John Garret* did become liable to pay to him the said *John Pearson*, the Sixty Guinea's according to his Promise. And moreover, in consideration of the Premises, the aforesaid *John Garret*, in the same Place, and at the same time, viz. on the Eight and twentieth Day of *February*, in the Year aforesaid, and in the Parish and Ward aforesaid, did take upon him, and faithfully did promise to the aforesaid *John Pearson*, that he the aforesaid *John Garret*, would within Two Months next after the Marriage, well and truly content and pay to him the said *John Pearson*, the Sixty Guinea's aforesaid. Notwithstanding whereof, the aforesaid *John Garret*, no wise regarding his Promise aforesaid, and fraudulently contriving, and intending cunningly and deceitfully to circumvent and cheat the said *John Pearson* in that matter, has not yet paid him the aforesaid Sixty Guinea's, nor any part thereof, nor has he any way contented him for the same; though he the said *John Garret* has been since, viz. on the Second Day of *May*, in the Fifth Year aforesaid, in the City of *London*, and in the Parish and Ward aforesaid, required so to do: But has hitherto always refused to pay him the same, or in any manner to content him therefore, &c.

To this Declaration the Defendant demurred, and the Plaintiff joined in Demurrer.

The Exceptions taken were, viz. That the Plaintiff doth not aver that he was a Merchant, or that the Note was made *secundum consuetudinem Mercatorum*; neither hath he laid any consideration.

This is not such a Custom among Merchants, of which this Court is obliged to take notice, as part of the Law of the Land; for in truth, there is no such Custom, 'tis only an Agreement, founded upon Brokage, and therefore cannot be within the Custom.

from of Merchants; neither was there yet any Precedent, to pay Money upon such a collateral Contingency.

'Tis no more than a voluntary Note given, with a present Consideration, and if such should be allowed to be within the Custom of Merchants, then every thing which is given without a Consideration, may be as well in the Custom, which would quite change the Law.

E contra, The Question is, Whether the Custom is good or not? 'Tis sufficiently alleged in the Declaration, 'tis not laid to be *inter Mercatores* only, but *inter alias Personas residentes*, &c. And if such a Custom can be good, then 'tis admitted to be so by the Demurrer.

Dr. Whitley's Son brought the like Action upon a Note; and he was a Gentleman, and no Trading Merchant, but travelling into France, and had Judgment, which was affirmed in the *Exchequer-Chamber*.

No Reason can be offered by which a Note should not bind, since the Consideration for which it was given was very just; for 'tis lawful for one Man to help another to a Wife.

If the Note had been given by way of Commerce, it had been good, but to pay Money upon such a Contingency, cannot be called Trading, and therefore not within the Custom of Merchants; Judgment was given for the Defendant.

Modern Reports, Vol. p.

Reflections.

For my part, I think the Decision of the Court in this Case was very just, for though it be highly reasonable that extraordinary Privileges should be granted to Merchants in such Cases, it is not fit that every such Note that has no regard to Commerce, and for which there was no real and effectual Value received, should be admitted to be within the Custom of Merchants; for then (as the Council for the Defendant here alleges) all simple Notes, or Promises of that nature, wou'd fall within the Custom of Merchants, though there be no Consideration given for the same; which is absolutely against their Custom, since in all their Notes there is Acknowledgment that the value is received; and indeed it were well if it were expressed in what manner it is received, since thereby divers Inconveniencies wou'd be avoided; as shall hereafter more largely be taken notice of.

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I shall now conclude this Treatise, to which there is not room left to add any thing farther; and I wish it may in every thing answer my Intention, for the Service of the Trading Part of the English Nation.

'Tis however, fit to desire the Reader to take Notice, That the preceding Sheets being compos'd of several different Treatises, there must be for each, a different Table or Index, as under.

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