

said Goods (made over as Security as aforesaid) by vertue of his Bills of Lading soe gained as aforesaid & Cōmanded the Comp:^{lt} with the said Shipp & Seamen to Sayle to the Port of London without Shipping one pound of tobacco on her but to lett her goe empty Which the said Seamen understanding and that if the said Master parted with the said Goods (security as aforesaid) they would have their pay Secured out of the said Shipp furniture & tackle till which done they refused to Sayle And thereupon the said Edward Leach takeing advantage thereof did not only drawe a Protest against the Comp:^{lt} but hath brought three severall Ac̄cons against the Comp:^{lt} one for breach of the said Charter party & the other two on the said two Bills of Ladeing & proceeds with all violence therein intending as much as in him lyes to ruine the Comp:^{lt} contrary to Equity Therefore & for as much as matters of this nature are only proper for a Court of Equity the Comp:^{lt} in stricknes of Lawe being not able to Inforce paym:^t for the hire of the said Shipp till the Certificate returned as aforesaid & to have security for the same & to indemnifie the Comp:^{lts} said Shipp from the Seamens Wages aforesaid, and for that there is an apparent fraud in the said ffulford & Leach to defeat the Comp:^{lt} & others his owners of the hire of the said Shipp by sending her home empty yett Sueing for the said Goods (which are as security as aforesaid) against which fraud he humbly craved the aid & assistance of this Hon^{ble} Court & that the said ffulford & Leach might answer the p^rmisses & be Ordered to pay or Indemnifie the Comp:^{lt} & Shipp from the said Seamens Wages & from Port duties paid & to be paid & pay & Secure the pay for the Victualling of the said Shipp, & pay or secure the pay for the hire of the said Shipp by & out of the Goods Shipped on board the said Shipp, & that the Goods remaining in the said Shipp may be Appraised & Sold for paym.^t of the same accordingly & that the said Suites might be stayed by Injunction & the Comp:^{lt} relived according to Equity was the scope of the plaintiffes Bill whereunto the Defend.^t Edward Leach (the other Defend.^t being absent in England) being duely served with process for that purpose appeared & answered the said Comp:^{lts} bill, & thereby (amongst other things) did Sett forth that he believed there was such a Charter party betweene the Comp:^{lt} & ffulford & that the Comp:^{lt} sett Sayle & was forced into Barbadoes to refitt & Amend but beleived itt was through the negligence Of the Master & Seamen That being att the Barbados & the Comp:^{lt} well knowing the Defend.^t to be the ffactor & Assignee of the other Defend.^t ffulford, and that the Goods in the said Shipp were consigned to the Defend.^t Leach, and that the Comp:^{lt} was to observe his orders & direcc̄ons touching the Goods in the said Shipp & alsoe for the stay or returne of the said Shipp according to Charter party, he the Comp:^{lt} did apply himselfe to the said Leach for his assistance