

To Assist in the Navigating the said Shipp or to suffer the said Master to deliver the Remainder of the said Goods to Leach being bound as aforesaid The Comp<sup>t</sup> thereupon applyed himselfe to the said Leach, who (as the Comp<sup>t</sup> verily believed) was acquainted with his Imployers Condition, combining with the said Hullford Seamen's wages Victuals & Port duties aforesaid which the Comp<sup>t</sup> desired him to pay or secure, he the said Edward Leach not only refused soe to doe pretending the same was not yet due or payable but did demand the said Goods (made over as Security as aforesaid) by vertue of his Bills of Lading soe gained as aforesaid & Comanded the Comp<sup>t</sup> 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's furniture & tackle had which they refused to sayle and thereupon the said Edward Leach taking advantage thereof did not only drawe a Protest against the Comp<sup>t</sup> but hath brought thre severall Actions against the Comp<sup>t</sup>: one for breach of the said Charter-party & the other two on the said two Bills of Lading & proceeds with all violence therein intending as much as in him lyed to ruine the Comp<sup>t</sup>: contrary to Equity Therefore & soe as much as matters of this nature are only proper for a Court of Equity the Comp<sup>t</sup> in strictnes of Lawe being not able to Insurre paym<sup>t</sup> for the hire of the said Shipp till the Certificate returned as aforesaid & to have Security for the same & to indemnifie the Comp<sup>t</sup> the said Shipp from the Seamen's wages aforesaid, and for that there is an apparent fraud in the said Hullford & Leach to defeat the Comp<sup>t</sup>: & others his owners of the hire of the said Shipp by sending her home empty yett suing for the said Goods (which are as Security as aforesaid) against which fraud he humbly craved the aid & assistance of this Hon<sup>ble</sup> Court & that the said Hullford & Leach might answer the p<sup>r</sup>misses & be ordered to pay or Indemnifie the Comp<sup>t</sup> & Shipp from the said Seamen's 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<sup>t</sup> of the same accordingly & that the said Sutes might be stayed by Injunction & the Comp<sup>t</sup> relieved according to Equity was the scope of the plaintiffes Bill whereunto the Defend<sup>t</sup> Edward Leach (the other Defend<sup>t</sup> being absent in England) going duly served with proceed for that purpose appeared & answered the said Comp<sup>t</sup>'s bill, & thereby (amongst other things) did sett forth, that he believed there was such a Charterparty betwene the Comp<sup>t</sup> & Hullford & that the Comp<sup>t</sup> sett sayle & was forced into Barbadoes to refitt & amend but believed itt was through the negligence

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