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<td>Citation</td>
<td>商業と経済, 18(1), pp.107-122; 1937</td>
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<td>Issue Date</td>
<td>1937-10-10</td>
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Captain C. R. Boxer

Some Early Portuguese Bills of Lading, 1625-1708.
10\< terms as Contador and Godown are derived from or through the Portuguese; but the high state of organization which their commerce reached, and the ship of Goa, the wrecked Vossa Senhora da China again resulted in the loss of three vessels more—-the carack Santa Isabel, the galleon São Bento and the pinnace São Bras. On the eve of departing for India, a sudden storm arose during the night of January 24th, 1644, which blew up. It being too late in the season to continue on to Goa, the fleet was forced to winter in the harbour of Mozam-

...
parted company, and was wrecked on the coast of Arabia. It was thus with only three sail (Sao Francisco Xavieiro, Vossa Senhora da Conceição, and Vossa Senhora do Cristo) out of his original eight that the Captain-Major, Dom Antonio Tello, reached the bar of the Mandovi at the end of May, 1624. The tardy appearance of the survivors of the ill-fated 1623 fleet, was somewhat compensated for the safe arrival of the eight sail composing the 1624 fleet in September of that year. This last squadron chiefly consisted of war-galleons destined to proceed in connection with the operations of Ormuz. Only three vessels, the carraques Conde de Obietares and Vossa Senhora da Conceição, together with the galleon Vossa Senhora do Cristo, came under the orders of the Admiral João Pereira Corte-Real as Captain-Major for the return voyage in the spring of 1625. These three vessels wintered in the bar of Goa, together with the three survivors of Dom Antonio Tello's ill-fated fleet of 1623—the two carraques São Francisco Xavieiro and Vossa Senhora da Conceição, and the galleon Vossa Senhora do Cristo—taking in their cargoes of pepper and other commodities under the protection of the fortresses of Mormugão and Nossa Senhora do Cabo.

This brings us to the raison d'être of this article, namely the Conceição, or Bill of Lading, from the carrack Conceição, which is reproduced in facsimile herewith. The translation of this remarkable document may be read as follows (the italicised portions are in Ms. in the original):

"I, Bonardo, who now with the help of God am going for the Kingdom and the praise of God, and under the orders of the Captain-Major, Dom Antonio Tello, for the return voyage in the spring of 1625, do hereby declare that I have received and laden within the said carrack from you, Emanuel Scalzó, of the city of Amboina, to the Conde de Obietares, two tables of pepper, together with the galleon Vossa Senhora do Cristo, five wounds of Christ, and the carraque Conde de Obietares, a desk with legs, a label addressed to the Conde de Obietares, as also an order from you, Emanuel Scalzó, to the Conde de Obietares, to the effect that the said Conde de Obietares should take good care of said order and despatch it to the Conde de Obietares.

The early appearance of the survivors of the ill-fated 1623 fleet, was somewhat compensated for by the safe reach of the bar of the Mandovi at the end of May, 1624.
Declaration or Bill of Lading from the Portuguese Carrack "Nossa Senhora da Conceição", Goa, 1625.
addressed to the confessor, or in the case the pilot accepts full liability for delivering the goods in perfect form, since the shipowner—or in this case the pilot—accepts full liability for delivering the goods in perfect form, which is exactly what this Conheciimento is. It is equally clear that here we have a bill of lading in its very original intent as well, and may be rendered into English by "acknowledgement," "bond," or "receipt." A bond or receipt, which the

It is obvious that this document is a bill of lading, though the Portuguese word Conheciimento, by which the paper bearing a contemporary watermark,


(D'Anjose's signature):
different state of affairs from that which prevails today, when a shipowner is so elaborately safeguarded by the comprehensive exception clause of his bill of lading, that he is, practically speaking, liable for nothing at all.

It is not the purpose of this article to discuss the origin and development of the bill of lading, but a few words may perhaps be devoted to similar Portuguese documents of the same period, which have come to light in recent years. A few other commercia bonds have been preserved in Japan from the time when the Portuguese of Macau drove a flourishing trade with Nagasaki in the first quarter of the XVIIIth century. These commercia bonds are now of very great antiquity, but unfortunately no XVIIIth century specimens are reproduced to enable a comparison to be made with the Portuguese comercio bonds rather than bills of lading, as may be seen from the terms of the following example:

''With the important exception of seaworthiness. For an interesting discussion of the Bill of Lading and its terms, see pp. 81-85 of Douglas Owen's Ocean Trade and Shipping, Cambridge, 1914. The Bill of Lading is there referred to as a document of very great antiquity, but unfortunately no XVIIIth century specimens are reproduced to enable a comparison to be made with the Portuguese comercio bonds rather than bills of lading, as may be seen from the terms of the following example:

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example:

ever Portuguese commercio bonds include rather than bills of lading, as may be seen from the terms of the following example:

example:

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example:
I, Pero Fernandez de Carvalho, Factor of the City of Macau, hereby declare that I have borrowed four thousand taels of bar silver from Suyetsugu Socotu (=Sotoku), merchant of Hakata, at twenty-five per cent, on behalf of the said City of Macau.

And the said Suyetsugu Socotu declared that this sum of four thousand taels is to go from here to Macau divided in equal amounts on board the two ships Nossa Senhora da Conceição, which is the flagship, and Nossa Senhora do Rozario e São Francisco. From Macau to this city (next year) the amount is to be returned (in goods) equally divided amongst the ships of the voyage which sail first; and in case only one is sent, it will take only one third of the whole; in the event of the voyage being cancelled, another 10% must be paid. This silver bullion with the profits earned thereon will be repaid by the Factor who succeeds me, for and on behalf of the City of Macau. Nangassaqlle (Nagasaki), sixth of October of sixteen hundred and thirty-eight.

(Signed) Pero Fernandez de Carvalho.

This document is endorsed on the back in Japanese for forty thousand of bar silver, and the Portuguese word Conhecimento is used in its Japanese form of l{zmisilz'lllento, written in the native syllabic script—another striking instance of Portuguese commercial influence in the Far East at the time.

Although this document is not to be found in the works of Yule, Burnell, Dalgado and other Indo-European lexicographers, its use was widespread in the Far East as may be seen from the following extract from Hagcaer's voyage in Japan in 1637, printed in Vol. II of the Bege gende Fortgangan (Amsterdam 1646), under the date of 1. x. 1637: "... is den Opper Coopman Van Sanen ... naer Meaco gesonden, om aldaer 200 kisten silvers yder van 1000 teyl ofte 2700 guilde, op deposito, tot 2-%; onder behoorlijke hantschrift, (hier cognossementen genaempt) te lichten &c." "Cognossementen" is of course the Portuguese Co1theainmto.
above, a Respondencia Bond, that is to say, a receipt for money borrowed upon the security of a vessel's cargo. It would be interesting to know whether the forms were printed in Lisbon or Goa. If the latter, then we have

(6) Another point of difference is that the latter document is a printed form, whereas the surviving Luso-Japanese Respondencia Bonds, though drawn up in the name of Indo-European typology, are all in manuscript, and the majority have the signature of the borrower or ship-owner only. Nevertheless, in the course of fairly extensive researches amongst the Portuguese Archives for details of the Indo-Portuguese maritime trade, I have never come across another such one. Even archivists for details of the Indo-Portuguese maritime trade, I have never come across another such one. Even though this Bill of Lading can scarcely be unique, the number of such forms that have survived the vicissitudes of time, even with the aid of the surviving Luso-Japanese Respondencia Bonds, though drawn up in the name of Indo-European typology, are all in manuscript, and the majority have the signature of the borrower or ship-owner only.

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before resuming the thread of this tale, a few words may be devoted to the personages named in the Bill of Lading, or to some of the ships' officers.

The two witnesses defy identification, at any rate for the nonce. In all probability, they were merely Customs officers, or some of the ship's officers in varying degrees. The two pilotages were at that time—and for a long time after—the privilege of all of the ships' officers in varying degrees. Such privilege that Pento Gonçalves was enabled to take with him the desk and oratory of Antonio Sanches. Such perquisites were at that time—and for a long time after—the privilege of all of the ships' officers in varying degrees. Such privilege that Pento Gonçalves was enabled to take with him the desk and oratory of Antonio Sanches. Such perquisites were at that time—and for a long time after—the privilege of all of the ships' officers in varying degrees.

Before resuming the thread of this tale, a few words may be devoted to the personages named in the Bill of Lading, or to some of the ships' officers.
With the remaining personages, we are on firmer ground. Bartolomeu Sanches Correa, the shipper of the goods, was a wealthy Christao Jilho, or converted Jew, who was a prominent trader in Goa. In later years, during the Viceroyalty of the Conde de Linhares (1630-1636), who was a noted protector of this class, he was farmer of the Customs at Goa, in which his enemies accused him of introducing illicit practices to the detriment of the Royal Exchequer.

It was likewise alleged that he was concerned with the Viceroy in shipping forbidden goods to Pegu; but these and other stories are probably mainly inspired by the malicious Jew-baiting which was one of the chief occupations of both secular and ecclesiastical dignitaries at the time. The persons to whom the goods were consigned are easily identifiable. The writing bureau was destined as a present for the Conde de Olivares, the famous Minister and favourite of King Phillip IV of Spain; whilst the oratory (or praying-stool?) was sent to the Royal Confessor, the Dominican Frey Antonio de Soutomayor. Obviously the worthless Israelite— who, like most others of his class, was doubtless a Christian only from the teeth out—felt it politic to keep in good graces of the all-powerful Minister and Confessor, who shared between them the complete confidence of the King. This was the more necessary since about this time there were repeated orders issued from Madrid and the years 1625-1636, are preserved in the British Museum (Egerton MSS. 1148).

A large number of documents signed by him, and dealing with the appointments of various ecclesiastical dignitaries in which he was kindly lent me by Professor Prestage. It is an anonymous, and for the most part highly scurrilous, production.
Lisbon, that no persons of Hebrew extraction were to be appointed to any positions of authority in the Portuguese Indies—though these orders, like most Iberian Royal decrees, remained a dead letter in so far as the authorities at Goa were concerned.\(^{10}\)

Antonio Sanches and Jeronimo Fernandez Aires, to whom the goods were to be delivered at the India House in Lisbon for transmission to Madrid, were presumably relatives or friends of Eartholomeu Sanches—the first-named being perhaps his brother, and probably identical with the cartographer, Antonio Sanches, who flourished at Lisbon circa 1621-1641.

The story of the homeward voyage of the \textit{J.Vossa Senhora da Conceição} and her five consorts, though a romantic and eventful one, is not germane to the subject of this essay and must be summarised in a few lines. The squadron cleared the bar of Goa on March 4th, and had an uneventful voyage as far as the Cape, where bad weather was encountered. The \textit{Conceição} sprang a leak as a result of the buffeting she received, and all efforts to render her seaworthy by throwing overboard part of the cargo proved unavailing. It was resolved to beach her at Saint Helena, departure of the crew was waited close inshore of Chapel Valley on the north-west side of the island, some of the cargo being unloaded and distributed amongst her consorts. These in their turn left the crew of the \textit{Conceição} an additional supply of munitions and stores, after which they resumed their voyage for Lisbon.

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Soon after this, the homeward-bound Dutch Indiaman \textit{Hoornia} bore in sight of the anchorage on the 18th.
June, and promptly attempted to capture the half-stranded carrack. The Portuguese however succeeded in beating off the attack after a brisk cannonade in which both sides suffered some loss, but the Concepción was so badly hit that it was finally rendered unserviceable for good and all. The English, however, succeeded in capturing the half-stranded carrack. The Portuguese, however, succeeded in capturing the half-stranded carrack.
Whether the desk and oratorio mentioned in the concelho of the Sota-P/oto, Bento ColH,'alves,
were amongst the goods which reached the persons to whom they were addressed, we shall never know, but it is permissible to

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Regarding the wreck of the carrick before 1638, the presence and abundance of iron works all over the Strand. "(Travels of Peter Munday)." Hakluyt, Soc. Ed, Vol. II, p. 289. The finds of forty or fifty dwellings, erected by the castaways of the Conchita, many of the horses of the carrick were yet to be seen and abundance of iron works all over the Strand. "(Travels of Peter Munday)." Hakluyt, Soc. Ed, Vol. II, p. 289. The

incidentally, it is seen from the wording of the form that six copies were made out; evidently one for each of the six vessels.

The other two concelhos which were referred to at the beginning of this essay, have not nearly such a

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Recife de Pernambuco 1664.

Conhecimento or Bill of Lading from the Portuguese ship Assa Senhora de Francisco.
This form is slightly longer than the 1625 version as regards the printed portion and reads as follows (italics are in MSS. in the original):

"I, Pedro Francisco, native of Peniche, Master that I am of the ship N.S. da Eucarna/lo, which God preserve, state that I have received and laden within the said ship, below deck, well wrapped up and in good condition, two chests and two cases of sugar, which is said amount to two hundred and fifty-two arrobas, (12) owing to the port of the City of Lisboa, where I am bound to discharge, and in order to fulfill and keep this, I pledge my person, and goods, and the said ship, in proof of which I have given you four bills to this effect signed by me or by my purser, one of which being fulfilled makes the others null and void. Done in the said Recife de Pernambuco, on the 22nd August, 1664."

(Autograph signature):-

Pedro Francisco

(12) A Portuguese weight of about 32 lbs. a d. p.

(13) I. e. Queen Catherine of Braganza who had marryed Charles II in 1662 with a dowry of Bombay, Tangier, and a million cruzados (pieces), most of the money being paid in jewels, sugar, and other merchandise. It will be recalled that King Charles’ Portuguese bride formed the ostensible reason for the Baku/u's refusal to admit the Return when she attempted to reopen the English trade with Japan at Xagasaki in 1673.
The third Bill of Lading which we have under consideration, likewise hails from Pernambuco, and was signed by Joseph Gonçalves Rocha, Captain of the ship Nossa Senhora da Pombode e São Roque. It is dated 30th May 1708, and in form and wording is practically identical with the earlier Brazil one just transcribed. The only difference is that it has an official stamp of the Portuguese Royal Arms on the top left-hand corner and is headed with the line: Com Privilegio de S. M. Real e de S. S. Real, showing that the forms of these commercial invoices remained exactly similar terms to the last-mentioned example, thus proving that the forms of these commercial invoices, as ordered in size it is a little larger than the other specimens, and the printing is rather better done, but otherwise it approximates to the former example so closely that it is not worth transcribing here.

Finally, it may be mentioned that a Bill of Lading dated 1776 in the present writer's collection, is worded in exactly similar terms to the last-mentioned example, thus proving that the forms of these commercial invoices remained unchanged throughout the XVIII century. These forms in their turn closely approximate to the early XVII century example from Goa, and given this unbroken continuity of nearly two hundred years, it seems probable that in this— as in so many other spheres—it was the Portuguese who were the pioneers. At any rate it would be interest to examine some early English, Dutch or French Bills of Lading for purposes of comparison, and if this article serves to bring such things to light it will not have been written in vain. At any rate it would be interesting to examine some early English, Dutch or French Bills of Lading for purposes of comparison, and if this article serves to bring such things to light it will not have been written in vain.