

GL 120005

Vol. 10

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Records of the Honorable
the Mayors Court at Madraspatnam
June 1756.

Present
George Mackay Esquire Mayor
Andrew Potts, John Browning,
John Smith, Samuel Bradley,
James Alexander & Edward Primmer
Sherman.

In the Court of the Mayor & Aldermen
at London.

24th Sept 1575

Humbly Complaineth Sheweth unto the Honorable Court your Orator the
Mayor of London that Sheweth him also of London one living and re-
siding within the District of the Honorable Court & jurisdiction thereof
Debted to your Orator the sum of six hundred fifty six Pounds sixteen
shillings and twenty one Cents, which in Manner many of Great
Breitham at the Rate of Eight Shillings per Pence the sum of five hundred
and forty one Pounds and four Shillings or thereabouts and will more
fully and at large appear by an Account Current for the Impayment
of this Honorable Court pursuant to which your Orator must hum-
bly refer and praye the same may be admitted as part of the your
Orators Bill of Complaint. And your Orator further sheweth unto this
Honorable Court that he has often in a friendly manner demanded pay-
ment from the said Debtor Vice of the said sum but have written by
it please this Honorable Court the said Debtor Vice has given him to time
Dilayt your Orator and now wilfully and Obstinately refuse to give
your Orator any Satisfaction touching the summe your Orator has
for praye agreed and as the Honorable Court shall appear
agreeable to Equity and good Conscience.

To the Court therefore that the said Debtor Vice may
upon his Oath and with true and perfect Answer make to all and
singular the Matters and Things herein before alleged and referred
as fully truly and Effectually to all intents and purposes as if the
same were here again repeated and interrogated and be Permitted to pay
unto your Orator the balance of the said Account, also all Costs of
this Suit. May it please the Honorable Court to Cause the same

Sheweth

Silvester Dias to be summoned and required by the Sheriff
of George Town of Madraspatnam and the districts thereof
to be and appear before this Honble Court at a certain
Place to be by this Honble Court appointed and specified
there to answer your Orators bill of Complaint and to
stand to and abide such Order and Decree therein as
Court shall see meet.

Peter Duerksen
Att^r for the Compla

6
5
I have the honor to inform you that the Defendant has a
Warrant from the District Court then Resident at Vigan which
Covers the same more fully than other People's Warrants at that
time. However the Sale was made with the Consent and Approbation of
Complainant after Attorney at Vigan, when the Defendant Complainant
open all manner that Concerned the Subject of the Complainant, as the
Defendant was more than a month before the said Complainant. The said
Article is One hundred and twenty five pieces of land hereafter specified
the Complainant Charges the Defendant Eighty Eight Pieces whereas
they were at Vigan formerly then Eighty Pieces and two more. The
other Articles on the Dist. Side of the Account are Eight only the Complainant
has omitted to insert therein several of empty bottles which became
by the Defendant to sell at Vigan, which however are accounted for by
the Defendant in the Account also herewith annexed for the inspection
of the Honble Court. As to the Credit Side of the Complainant Account
Current the first Article therein is One hundred and Eighty one Casks
of Silver which he set down at Eighty one Casks and thirty three
Casks, whereas at Three Casks for each Cask it amounts to ninety
three Casks and two thirds, and the two hundred and fifteen Pieces
of Silver should be more than two hundred and fifteen Pieces. The
Article of Money is right, but that of Commission is erroneous as
the drawn Comptroller's Law and upon an Article that the Defendant
was not intrusted with over the Management of the Defendant -
Therefore to the said Account also annexed an Account Current, set
down between the Defendant and the said Complainant, whereby it
will appear to the Honble Court that the said Complainant should
be indebted to the Defendant the sum of Twenty four Casks and
thirty five Casks. All which Matters and Things the
Defendant

The Answer of Charles Pinckney
to the Complaint of James O'Neal
Complainant

in Cur.
Aug 28th

In this Defendant having and pursuing to himself from and at all
times hereafter all manner of profit and advantage of Exception to the
Errors Unintentional Undertakings and expectations in the said Bill Complainant
for Answer thereto or unto or much thereof as the Defendant said
shall materially concern him to make Answer unto the said Defendant
Answereth and saith that he doth not admit of the Account Current
annexed to the Complaint and Bill, because thereby it appears that
Articles therein mentioned are charged as if the same were due to the
Defendant whereas the greatest part of them are only indebted to the
Defendant to be paid on the Complainant's Account at Paris, and the
last Article in the said Account Current that is, having the Defen-
dant having manner of concern with it being concerned to the
Attorney whom the Complainant has sent at Paris named John Jones
who has had the sole management of it, and of the Complaint, and
shows any proofs to the contrary, or that the Defendant has paid or
any part thereof, & thereof the sum of it, the Defendant is ready
and willing to be accountable for the same otherwise the Defendant
hopes the Honorable Court will not deem him accountable for what
he never transacted nor for the management of the said Article of
White Paper which is the first in the Account, he charges the same
as a certain Article of White a most extravagant price, and what it has
not been known to sell for at Paris for upwards of twenty years -
past; these Papers were sold at two Sols and six Deniers and these
Sols of White which the very same firm has sold at the same price the
Complainant takes them at, yet the said Complainant asks about three
Sols.

Aug 18/55

*The Hypothecation of Thomas Harris Comptroller
to the Honour of Master Peter Defendant*

This Hypothecant now and at all times hereafter being and bearing to
himself all and all manner of benefit and advantage of Comptroller to the
Honour and Sufficiency of the Defendant's Honour, for Hypothecation
thereunto says, that all and singular the matters and things in the Hypo-
thecation well contained are true as the same are herein alleged and that
the Answer to the said Bill is very untrue, improper and insufficient to
be replied unto, for the Hypothecant says that still the same Bill has
been assigned to John Dunn before the Defendant arrived at this Court, yet the
Hypothecant conceals them after made to the Defendant, as between
John Dunn jointly and the Defendant at the arrival at this Court
take upon him the sole thing of the Hypothecant to suffer the Defendant to
that the Defendant must be accountable to the Hypothecant for the same
raising, the Hypothecant having by his instructions required the same
sent them at any price as they were specially demanded, and that
not to be kept, that the Hypothecant further says that he will prove that
White Paper sold at Court in the Year 1748 to and from the Defendant
fifty one for each and twenty each White Comptroller to the
Defendant has received in the Honour of the Hypothecant and further says
that the Case has been misrepresented to the Defendant that the
the Certificate could not be relied on, that the Hypothecant will
prove that he has offered Comptroller which are known to be always and
rarely cheapened, sold at Court the same time Defendant at the same
time for them and he says further that the Hypothecant further
says that he has himself drawn forth the signature of the Defendant
on Account of the present Court and likewise of the Defendant Comptroller
to the Defendant and the said John Dunn which is not true

that he said the Middle Court about the Defendant's account that
the Plaintiff would be a considerable loss thereby, notwithstanding the
proof the Defendant says the Plaintiff asks for that one Article of
Bills that the Plaintiff further says that the Defendant was the Plaintiff's
Factor and that the said Factor attended him Extraordinary Expenses
and to engage him to take a more than ordinary care in the manage-
ment of his goods, to which he also on his part, Discharge himself by
entering into Bonds and giving security for his honesty that the
goods were delivered into his care and that the Plaintiff expects
the return from him that the said Factor was engaged in
the Commission at the Defendant's request as being better acquainted
at Paris, but that the Plaintiff would not have entrusted either
of them with so much of his Estate but that the Defendant gives security
as required, that the Defendant signed the Plaintiff's instructions
which he ought to have followed, and that he having neglected to do so,
as he has been bidden, the Plaintiff humbly Remains to the Plaintiff
Obedient, that the Plaintiff further says that he has charged but little
more than necessary for the Handwritings, being informed that they
were for that price and the Plaintiff further says that the said Handwritings
for as many more by the said Factor and others were being
taken as the Plaintiff will prove and that the Defendant is to make
them good to the Value of them to a Paris, that the Plaintiff will
prove that these merchants sold their Goods for a better Price

All which matters and things the Plaintiff is ready to
prove maintain and prove as the Middle Court shall Direct and
humbly prays and begs by his said Will be his steady Request.

Wm. Dummer
Att. for the Plaintiff

Dr

Adventure to Syria & Persia

1754
September

To White Wine 50 Sh. at 10 p 100	100
To Calcutta 100 Sh. at 10 p 100	100
To Carriage 100 Sh. at 10 p 100	100
To Land Carriage 200 Sh. at 10 p 200	200
To Empty Wagon 100	100
To Dr. Post Wagon 100	100
To 30000 Provisions 100 Sh. at 10 p 100	100

1000

To Charles Merchandise 100

Alcohol 100 Sh. at 10 p 100	100
Old Cyp. & Hammer for his 100	100
Empty Chalk 100	100
Wheat & barley 100	100

1000

1755
May

To Cash paid Freight 100	100
To Dr. Customs 100	100
To Boat hire 100	100
To Alcohol 100 Sh. at 10 p 100	100
To Cash paid for his 100	100

1000

To Dr. Dr. Dr.

To above Profit 100	100
To Raisins 100	100

1000

John Thomas Commission & Head of the 1000
Revised charging in the 1000 1000
1000

John Quinn & Silvester Dias

11
Ct

By Cash 25

61. 50

By Cash 25

45 25

By Cash 25

12. 00

By Cash 25

12. 00

By Cash 25

12. 00

By Cash 25

12. 00

Total 208. 25

Dilla

Ct

By Cash 25

Total 208. 25

at the

of the

of the

The Defendant of a Master of a Ship
 Defendant, to the Plaintiff of
 of the same place Complainant

This Defendant now and at all times hereafter owing to
 to himself all manner of benefit and advantage of every
 Errors, Mistakes, Negligence and Impositions in the
 contained, both that this Defendant and Master is certain,
 sufficient in the Law to be supplied under Article of the said
 Court to the Article of the said, which the Plaintiff
 says that altho he has considered the said Article to be
 this Defendant's Arrival at Pique, yet that afterwards he
 jointly to the said John Dunn. This Defendant said that he
 did take upon him the said thing and therefore that this
 must be accountable for them. This Defendant says here to
 altho the Plaintiff's letter which was sent by the
 directed to the said John Dunn and this Defendant and he
 says nothing can be gathered from that last of it which
 the Plaintiff that should make this Defendant accountable,
 or any part thereof, being only thirty five U.S. of it and
 the said John Dunn, who being the Plaintiff's Secretary,
 signed it to whom the Plaintiff ever considered as to the
 Amount they sold for and that the said Plaintiff and
 when this Defendant came away.

The Plaintiff then says he will prove that he
 at Pique in the Year One thousand seven hundred and

Eighteen and twenty Dollars. Upon the deposition not forsworn they told for at that time when they were forsworn for to fifty Dollars the Defendant might have but what they told for there is again when the Defendant went his Father's Mother said when it was orderedly bought her for twenty Dollars of hundred weight. So the Defendant says he paid fifteen for her.

As to the Defendant's Apprehension of the Cause being mis-represented to Mr Robert Mitzguth, and that therefore his testimony ought not to be taken on this Defendant humbly leaves it to the Consideration of the Honorable Court whether such misrepresentation can have easily been made to, & not come through by such a person as the said Mr Robert Mitzguth, who has been Resident there several years, has considerable dealings of the same, besides the disposal of foreign goods from others.

What the Defendant says about Kinne's offence, and is foreign to the matter, is in dispute. This Defendant hopes he has no occasion to take notice thereof.

The Defendant then brings in an Account of the Prisoner's Charge of the Adventure assigned to the Defendant & the said John Dunsaff. As the Defendant humbly leaves the Decision as above should not be decided as part of that Joint Assignment, because sent to the said John Dunsaff some time before the Defendant sent this Defendant to sign said that thereby it will appear that should this Defendant's Account be admitted, the Defendant would be a considerable Loser, and whether such Loss shall be made good by this Defendant, when he has done his utmost, so far as he received the General Instructions given to the said John Dunsaff & to the Defendant, and other Circumstances imported him, he having no particular ones, nor so much as an Invoice specifying the price of the Goods, or the Charges thereon. Besides, this Defendant Prays leave to represent to this Honorable Court, that by the Defendant's own Account Amount

In his Replication the Plaintiff has said by his Counsel that
 so much thereof as was taken back of the said Defendant
 having and strictly his Counsel has said that the Charge
 thereon, by his said Counsel he makes that the Plaintiff is the
 Charge thereon with the said Defendant, and that the
 Plaintiff has the Advantage thereon, and that the Plaintiff
 the more the Plaintiff brings down the Plaintiff's Counsel
 and the Plaintiff and does not that the Plaintiff's Counsel
 having the most part of which is contained in the Plaintiff's
 Report at the Plaintiff's Counsel the Plaintiff's Counsel is to bring
 two English and one French which is the Plaintiff's Counsel
 all which the Plaintiff must surely submit to the Con-
 sideration of the Honorable Court.

The said Plaintiff says that the Defendant has said
 that the Defendant does not deny but that he has referred
 them in the disposal of what the said Plaintiff has said
 with, and that the Defendant says that he has
 acquainted himself in the last manner to what the Plaintiff
 says which the Plaintiff surely knows and says
 to the Honorable Court that the Defendant has said
 saying that he has attended the Plaintiff for a month
 if month to engage him to come for his Counsel
 of the Plaintiff's Counsel it can hardly be supposed that
 Defendant would have gone a longer way with the
 and barely for between two and three miles
 Commission of the Plaintiff and the Plaintiff's Counsel
 the Defendant would have attended him
 what the Plaintiff says that about the Plaintiff's
 security given the Defendant does not say that the
 thereby became liable to answer for any sum
 to him. What the Plaintiff says that the Defendant

to Esau & Company jointly to John Dunn. When I told the last part
the produce whereof as well as what goods I would not let the
Defendant brought and delivered to the Plaintiff, albeit the names
of which goods has been said above. That for the better information
of the Honble Court this Defendant craves the Plaintiff may be
admitted to produce copy of his Letter apart to John Dunn, & also
the letter which the said John Dunn wrote to him about his affairs.
As to the fact of the Plaintiff's said Deposition this Defendant being
convinced it not necessary to dispute with him therefore waives his
objection by his said Deposition he hath already said, and hath and will show
and maintain all and every the things and things therein to be true
and certain in each manner and form in they and every of them
are therein alleged and exposed.

John Defendant
att for the Defendant

Interrogatories To be administered to each Witness as shall be produced,
sworn and examined on the fact and behalf of the Complainant in a
certain cause wherein Francis Xavier is Complainant and Charles
Pierce Defendant.

First Interrogatory I Request you the parties Complainant and Defendant in this Cause
whether and which of them if you have long have you or have them
together and which of them declare

Second Interrogatory Do you know what price your Coloured Linen sold for at Regim
last year? And do you know what price White Linen sold for at Regim
last year if you declare

Third Interrogatory Do you know or can you of any other matter or thing material
for the Complainant in this Cause if you set forth the same as you
know have heard or do believe with the reason of each your knowledge
and belief

Wm. Syme
Attorney for the Complainant

Mayers Court } *Prisoner, Long Lane, London*
Madraspatnam } *at Madras, India*

Depositions of *Witnesses* in this case taken by *John H. Brown*
in this Court as follows:
Yousaphy of Madras deposed upon oath that he is
a *Witness* in the Cause entitled *John H. Brown*
vs *John H. Brown* &c. &c. at the City of *Madras*
Attorney for the Defendant by *Lawrence* vs *John H. Brown*
Title and place of a *Witness* of the said Cause, by and others
on the same day being taken and examined by *John H. Brown*
1st the first Subscribing the Oath and with the Court
before of the Court as follows:

2nd the second Subscribing the Oath and with the Court
before of the Court as follows: *John H. Brown*
Witness of the said Cause, by and others
on the same day being taken and examined by *John H. Brown*
more with out.

John H. Brown vs *John H. Brown*

Mayers Court } *Prisoner, Long Lane, London*
Madraspatnam } *at Madras, India*

Depositions of *Witnesses* in this case taken by *John H. Brown*
in this Court as follows:
Singaram of Madras deposed upon oath that he is
a *Witness* in the Cause entitled *John H. Brown*
vs *John H. Brown* &c. &c. at the City of *Madras*
Attorney for the Defendant by *Lawrence* vs *John H. Brown*
Title and place of a *Witness* of the said Cause, by and others
on the same day being taken and examined by *John H. Brown*
as follows:

1st the first Subscribing the Oath and with the Court
before of the Court as follows: *John H. Brown*

I have heard interestingly the Department with that you have
I have sold last year at 1000 for three weeks and half the
and that white house will for some years be quarter and the
V. B. Anderson without any more in Singapore
Will Clark Esq

Translation of some Certificates as near as possible
I do certify that I purchased at Singapore in the year 1854
which day I do from the 1st day to the 1st
August 1854
Stephen Mathews

I do certify that last year the merchants at Singapore did not
sell white house for more than two and half and three weeks and
the new the price of the house which merchants then bought
and sold among them
Anthony Mathews

I do certify that white house sold here and I give at the time
of the 1st day and three weeks and more than the
five above mentioned
Sassure

I do certify that before the 1st day at Singapore did sell two
and half of house of fine colors, and I give at the time of three and
three quarters and another at five and three quarters and three quarters
of a house with Part of a house
Sassure Sympson

I do certify as near as possible of the translation of the
said to be a true translation from the Original by the same
Will Clark Esq

I will of part of a house from the 1st day to the 1st day
I do certify that I give the 1st day of 1854
The house the price is very low and I do certify that
with about 1000 in the highest degree which is the best of all
I do

You who have brought my people are obliged to buy the goods
their money as they wish to go after any business
which Article is to be made in the State of New York
in the State of New York. You must have a very good
a very good and the State of New York. You must
have a very good and the State of New York. You must

Said to be about 1800 lbs. for the purpose of being
 with the Central bank
 App. Perry

Amorpha canescens
Adiantum palmatum

Tuesday, Aug 1. Windy. Warm.
 Spent with Mr. & Mrs. Thompson.
 Wednesday, Aug 2. Breeze from
 S.W. & S. Windy. Warm.
 Spent with Mr. & Mrs. Thompson.

[illegible]

[Handwritten signature]

Account

1827

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

1827 To Cash Paid

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1827 To Cash Paid

1827 To Cash Paid

One thousand four hundred and forty two and the Defendant says
that the Complainant has taken receipt for all the same he has paid
to the Defendant of the Complainant's account. The Defendant says that
the Defendant paid the sum of one hundred and twenty five in full
for the Defendant's account of this article and the
Defendant says that for the Article of Paper one hundred and
twenty eight the Defendant paid for the Defendant and thereby the
Defendant has nothing to do with for the Defendant says that the
Complainant bought of the Defendant two thousand and four
hundred and twenty five of which the Defendant says that the
Complainant paid to the Defendant for the Defendant of five hundred and
twenty five. The Defendant says that the Complainant entered into
a partnership with certain persons to purchase the Plaintiff's Company
through favour and the Complainant would have paid the Plaintiff
to draw out the same. The Defendant says that for the Defendant's
for the same amount of money to draw out the same favour of the
of the Plaintiff to the Defendant. The Defendant says that the Complainant
has paid the Plaintiff for the Plaintiff's account with the same
favour and the Plaintiff will for the Plaintiff's account both
which the Plaintiff will not to the Defendant for the Plaintiff of the
same. The Defendant says that in the Plaintiff's account for the
Complainant and the Defendant further says that the Plaintiff's account
for the same amount of money to the Plaintiff's account for the
together to the sum of three thousand and twenty five. The Defendant says
favour and that the same has Defendant has in his hands belongs
to the Complainant. The Defendant says that the Plaintiff's account for
the Plaintiff's account or otherwise whereby it appears that the Defendant
has paid the Plaintiff's account for the Plaintiff's account for the
the Complainant it was therefore a sum of money that Defendant and
the Complainant that all the money the first account should be
for should be paid to the Defendant until the full payment of the
sum. The Defendant has answered to the Complainant for the
purchase of the same. The Defendant says that the Plaintiff's account
and the same the only reason for the Plaintiff's account for the
sum.

[illegible]

1877

August 15 To P.D.
20 To P.D.
February 9 To Cash paid on account of P.D.
21 To Cash paid on account of P.D.
March 3 To Cash paid on account of P.D.
July 16 To Cash paid
87 To P.D.
18 To P.D.
August 15 To P.D.
October 4 To Cash paid on account of P.D.
September 12 To Cash paid on account of P.D.

at 87 1/2 ...
Exp. 2 ...
100 ...
50 ...
100 ...
200 ...
100 ...
95 ...
5 ...
100 ...

J. H. ...
...

Cont'd.

January 1	By Balance	1510	18 20
1	To Cash	200	" "
2	By Cash	250	27 10
3	To Cash	10	18 "
4	By Cash	10	" "
5	To Cash	10	" "
6	By Cash	10	" "
7	To Cash	10	" "
8	By Cash	10	" "
9	To Cash	10	" "
10	By Cash	10	" "
11	To Cash	10	" "
12	By Cash	10	" "
13	To Cash	10	" "
14	By Cash	10	" "
15	To Cash	10	" "
16	By Cash	10	" "
17	To Cash	10	" "
18	By Cash	10	" "
19	To Cash	10	" "
20	By Cash	10	" "
21	To Cash	10	" "
22	By Cash	10	" "
23	To Cash	10	" "
24	By Cash	10	" "
25	To Cash	10	" "
26	By Cash	10	" "
27	To Cash	10	" "
28	By Cash	10	" "
29	To Cash	10	" "
30	By Cash	10	" "
31	To Cash	10	" "
February 1	By Balance	1510	18 20
1	To Cash	200	" "
2	By Cash	250	27 10
3	To Cash	10	18 "
4	By Cash	10	" "
5	To Cash	10	" "
6	By Cash	10	" "
7	To Cash	10	" "
8	By Cash	10	" "
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19	To Cash	10	" "
20	By Cash	10	" "
21	To Cash	10	" "
22	By Cash	10	" "
23	To Cash	10	" "
24	By Cash	10	" "
25	To Cash	10	" "
26	By Cash	10	" "
27	To Cash	10	" "
28	By Cash	10	" "
29	To Cash	10	" "
30	By Cash	10	" "
31	To Cash	10	" "
March 1	By Balance	1510	18 20
1	To Cash	200	" "
2	By Cash	250	27 10
3	To Cash	10	18 "
4	By Cash	10	" "
5	To Cash	10	" "
6	By Cash	10	" "
7	To Cash	10	" "
8	By Cash	10	" "
9	To Cash	10	" "
10	By Cash	10	" "
11	To Cash	10	" "
12	By Cash	10	" "
13	To Cash	10	" "
14	By Cash	10	" "
15	To Cash	10	" "
16	By Cash	10	" "
17	To Cash	10	" "
18	By Cash	10	" "
19	To Cash	10	" "
20	By Cash	10	" "
21	To Cash	10	" "
22	By Cash	10	" "
23	To Cash	10	" "
24	By Cash	10	" "
25	To Cash	10	" "
26	By Cash	10	" "
27	To Cash	10	" "
28	By Cash	10	" "
29	To Cash	10	" "
30	By Cash	10	" "
31	To Cash	10	" "

September 18. H. y. Alvarado's Befehlung, dass die Pöbel nicht zu kommen
sollen. 18. 1847

[illegible]

By William D. Brown.
 Antiquarian & Book Dealer.
 115 + 17, New York City.

1930 11 27

11/24/72

[illegible]

[illegible]

Mayers Court at Madraspatnam Between James Smith & Capt. Robert
and Robert Smith & Capt. Robert

Deposition of Witness in the Case taken by and before
Examiner in the Court as follows
John Roberts of Madras Merchant sworn on Oath that
being produced as a Witness in the Case on the part of the Complainant
and sworn to the 25th day of November 1792. That at the time of the
Quaker Meeting for the purpose of carrying out the will of the late
John Roberts of Madras of the 25th day of November 1792. and afterwards on the
same day being sworn and examined as follows

1. To the first interrogatory the Dependent said that he did know the
Complainant at Madras and the Defendant at Madras.
2. To the second interrogatory the Dependent said that he did know the
Complainant and that the Defendant was a Quaker and lived in
the Strand and that the Defendant for the most part lived at the Quaker
meeting house in Madras and that he did know the Defendant
to be a member of the Quaker Church in the Complainant's Meeting
House for which he did not see any proof that the Defendant was
that he remembered having seen the Defendant at the Quaker meeting
house on the last interrogatory.

James Alexander James Roberts

Mayers Court at Madraspatnam Between James Smith & Capt. Robert
and Robert Smith & Capt. Robert

Deposition of Witness in the Case taken by and before
Examiner in the Court as follows
Adrian Benjamin Baker of Madras Merchant sworn on Oath that
being produced as a Witness in the Case on the part of the
Complainant was on the 25th day of November 1792. at the
Office of the Quaker Meeting for the purpose of carrying out the will of the late
John Roberts of Madras of the 25th day of November 1792. and afterwards on the
same day being sworn and examined as follows

who left a Note of the same with the place of date of the said
Honor. Magistrate's return and afterwards being sworn and examined
separately as follows
1. To the first Interrogatory the Defendant said that he first knew
the Complainant at York and that he knew the Defendant only just
before the said Interrogatory that Defendant said that the Complainant
told him that he and the Defendant were jointly concerned in a business
and he of thought of which they had told it privately that the Defendant
had introduced William Mahomed Hysan a partner for a short part
of the running of the said business and was accordingly to the Complainant for
him that the Defendant had received the money for William Hysan
told him that the Complainant had a demand against the Defendant
on account of the said William Hysan who was dead for which he was
to provide the Defendant never did receive the money for the
business that the Defendant further said that because at the Complainant's
house where he kept Hysan Hysan said that the Defendant asked
him to be a partner in the business but that he refused it, on which
that Defendant said that the Complainant desired him to ask Hysan
Hysan from the business came into his house to which he replied that
the Defendant sent it then and that Hysan Mahomed Hysan was
again asked if the Complainant had ever asked him to be a partner in the
business or about the place where it was to be put to which he answered that
he never had anything to say with the Complainant in the affair and
that he would not give the same when required and more with not to do
as the last Interrogatory

James Alexander

William Henry Thomas

Mayor's Court at New York Samuel Trottack Complainant
and Edward Middleton Defendant

Depositions of Hysan in the Case taken by and before the
Examiner in the Court as follows

James Mahomed Hysan aged 20 years or thereabouts being sworn
as a Witness in the Case on the part of the Complainant was on the
2^d

21 day of November 1753. Sheweth at the Office of the Clerk of the Court of Admiralty for the Defendant by Counsel who sheweth that the said Defendant is a black of the said James Calver and afterwards in the said day being sworn and examined depose as follows

1. To the first Interrogatory the Defendant saith that he hath been told the Facts of this Case as stated above.
2. To the second Interrogatory the Defendant saith that in the year 1751 wanting to buy some Mackerel that he went to the Mackerel Wharf and that seeing a large quantity of Mackerel that was very fresh in the said Wharf that he asked the Company the price what belonged to him and was told by him that it was the joint Property of the Complainant and Defendant and that he then returned home and two or three times after enquiring the same company and that he then the Mackerel and carried out of the Company and a number of names and I can say by the Company that the Defendant further saith that in the month of June last meeting and that the Merchant in Mackerel City that they were going into the same about the Defendants saying he being concerned with the Complainant in the Mackerel and that he then told him that the Defendant and the Complainant were his Partners and that the Defendant wanted to that the Complainant as Partner that states the Defendant did never and nothing in the last Interrogatory.

James Alexander

James Calver

Mayors Court at Bethune Street London England
Madraspatnam and Port of Madras Defendant

Depositions of Witnesses in the Case taken by the Defendant
 Examination in the Court as follows
 Mura Lili of Madras by the Defendant deposes that he was called in to see the Defendant in the Court on the 21 day of November 1753 Sheweth at the Office of the Clerk of the Court of Admiralty for the Defendant by Counsel who sheweth that

of the same title and place of Abode of the said Anne Chilly and others
as made on the same day being sworn and examined separately as follows
1. To the first Interrogatory the Dependent said that he hath known
both Thomas & John on the same date.
2. To the second Interrogatory the Dependent said that he was at the same
place where he said Godwin & John both about the same time
but he cannot recollect any of the particulars that passed about it
and more exactly to the effect last Interrogatory.

James Alexander

James Alexander vs. James Southwell Complainant
vs. Defendant

Depositions of Witnesses in this Cause taken by and before
the Examiner in the Court as follows

James Chilly of the County of Worcester aged 23 Years or thereabouts
being sworn as a Witness in this Cause on the Part of the Complainant
and on the 21 day of November 1853 sworn at the Office of Mr. Peter
Quarrier Attorney for the Defendant by George Smith who left a Note
of the same title and place of Abode of the said James Chilly and
affsworn on the same day being sworn and examined separately
as follows

1. To the first Interrogatory the Dependent said that he hath
known the Complainant 5 Years and the Defendant 10 Years or
thereabouts

2. To the second Interrogatory the Dependent said that he was at
the Complainant's house and saw him & his wife & Mr. George Smith being
sworn as a Witness & John & William there the same time
but he cannot recollect any of the particulars that passed about it
and more exactly to the effect last Interrogatory
3. To the third Interrogatory the Dependent said that he was at the
place where he said Godwin & John both about the same time
but he cannot recollect any of the particulars that passed about it
and more exactly to the effect last Interrogatory

Yours Truly

Anna Rexinger

[illegible]

Department of Manufactures has been by the
Examiner in the Court of Justice.

Examiner in the Court of Sessions,
County of Middlesex, do hereby certify that the
within is the true and correct copy of the
of November 1863, as shown at the trial of the
for the Defendant by Counsel at the trial, and
place of issue of the said copy, and that the
true and correct copy of the same.

1. To the first, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
2. To the second, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
3. To the third, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
4. To the fourth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
5. To the fifth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
6. To the sixth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
7. To the seventh, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
8. To the eighth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
9. To the ninth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,
10. To the tenth, concerning the Payment of the said Debt, I have the
Complaint of the said Debtors, and the said Debtors, and the said Debtors,

to represent the Complainant that when he came to Madras he would
advise him further. And the Defendant further with that at the Request
of the Complainant he asked Counsel Richard Hayman how the Complainant
came into the Complainant to which he replied that when the Defendant was
sent it there and that he asked him if the Complainant had ever spoken
to him to be a Justice on the said Complainant or about the place where it was
to be paid to which the Defendant with that Counsel Richard Hayman
answered that he never had any thing to say with the Complainant in the
affair and that he could advise the same where as paid. And this Defendant
further with that he said Counsel Richard Hayman told the Complainant
that the Defendant did not have to be a Justice on the Complainant but that
he could advise him where to go with the said Complainant.

Trinity 1733

James Alexander Esq

Masters Court at Petition Showed That the Complainant
Richard Hayman Defendant

Depositions of Witnesses in this Cause taken by and before the
Commissioner in this Court as follows

Thomas D. Clerk of the said Court and William a Merchant being
sworn as Witnesses in this Cause on the part of the Complainant were and
the Depositions of Thomas D. Clerk and William a Merchant at the City of the said Province
taken by the Defendant by Counsel Richard Hayman of the said Province
and the Depositions of the said Thomas D. Clerk and William a Merchant were
the same being sworn and examined as follows

1. That the said Defendant the Defendant with that he both know the Complainant
of the said Province and the Defendant of the said Province as Merchants
2. That the said Defendant the Defendant with that in the Year 1736
he was employed by the Complainant and Defendant to take care of a
Quantity of Tobacco Complainant and that he then should the said Complainant
take care of the said Complainant by both agreed with him for the said Province
to have for taking care of the same. And this Defendant further with
that he was employed by the Defendant to take care of the same

He

The Arrack was sold under from the Commission it then came to the
System of the Arrack System that the Arrack was the property
of the Complainant and Defendant in consequence of which he was
demanded the Way of Complainant and Defendant. And more
with out to this is the last interrogatory. Thomas D. Matthews.

James Alexander Esq

Masters Court at Sittum. Samuel Parker Complainant
Matthews Defendant.

Declarations of Matthew in the Case taken by the
the Complainant in the Court as follows.

Charge of Arrack Complainant and Defendant were both Complainant
and Defendant in the Case on the first of the Complainant on the
21 day of November above at the Office of the Complainant
Matthews for the Defendant by Complainant who is a Native of the
Name John and Peter of the Complainant and Defendant
on the same day Complainant and Defendant agreed as follows.

1. To the first Complainant the Defendant with that he will have
both the Complainant and Defendant.
2. To the second Complainant the Defendant with that he will have
of April 1752 being at the Complainant's house that he will have
the Defendant Complainant the Complainant and Defendant
Complainant and Defendant Complainant the Arrack. And that the
Defendant the Master sent for him to come to the Complainant's house
he went and found the Complainant and Defendant and they
and afterwards that the Complainant and Defendant and they
and himself went from House to House and took about 100
worth of the Arrack and that the Complainant and Defendant
ordered him to put up the Arrack in the house which Complainant
and that for the above where the Defendant the Complainant
wrote the Note in English the Complainant and Defendant
them to him and Complainant Complainant in the house where they were.

the Money to place the same into the hands of the Defendant & to
 which they did not come & after the Defendant sent for him the said
 Warrington did tell him that unless he paid being acquainted with him
 the Defendant and Complainant in the remaining City of London of
 Church that it must be turned out of the same. Whereupon the said
 Warrington for a while refused to pay and that being one of the Parties
 which are accordingly done and that unless Warrington gave him the said
 Warrington's bond of £100 for the same. The Defendant further
 said that Warrington said that when the Defendant came from
 Complainant that he went for him and when he was taken back to
 the said Warrington said that being removed in the Church which
 he said it was impossible for him to accept as he had taken charge
 of the Church kept the key and gave a receipt for it upon which the
 Defendant asked him if he had not the receipt he returned that he
 had which the Defendant asked him for and an Account of the
 Church that was sold which he the said Warrington returned being
 all done without to the said Robert Warrington

James Alexander Chadayut & Co. Marks
 Messrs Countess Petrus Samuel Southwick Complainant
 Matthewsman and Robert Warrington Defendant

Depositions of Witnesses in the Cause taken by and before
 the Court on the 1st day of November 1781
 The said Warrington Military Secretary Comptroller of the Army and
 the said Chadayut & Co. Comptroller of the Army and the said
 of the Complainant were on the 23rd day of November 1781 shown at
 the office of the said Robert Warrington for the Defendant by
 Complainant and a Note of the same the said Chadayut & Co.
 on the same day being sworn and examined as follows
 To the first Interrogatory the Defendant said that he had known
 both parties in the said Cause

The Defendant some days after came to the Complainant and this
Defendant told them that an American wanted a coach for French
Officers having nothing but water for them to drink, and desired them
to get the Coach out of the Garrison by going over a Wall at Cape-
Orlannes Town that the Complainant opened the Garrison and got
it of a distance into the street where Mr. L. White stopped the Coach.
and carried it into the Garrison again that was after the Coach took
the Coach out of the Garrison and put it into Sandy Hill, that
the Defendant's Company took a particular Account of the Coach
and other things which were carried out of the Garrison Garrison and
that the Defendant sent the above mentioned American to Mr.
Duglas to request him to write Mr. Perkins to return for the Coach
and as for return she said if the Defendant had desired a proper
sum of money she would have recovered the Coach. And this Defendant
further said that the Defendant ordered him to carry three half
pieces of Velvet and a piece of Wallin to Mr. L. L. L. a French
Writer and that afterwards the Defendant being confined sent him
to the French Writer for the goods or their Value but the French-
Writer told him to send him the Defendant, that afterwards the
Defendant hearing that the French Writer was going to Pondicherry
sent one M. M. M. and the Defendant to him again either for
the goods or their Value but the French Writer told them that if the
Defendant would come to Pondicherry he would talk with him
there about the affair as the goods were given him and that after-
wards the Defendant sent this Defendant to Pondicherry to the
French Writer who returned two pieces of the Velvet and that the
this Defendant delivered the same to Chinese men M. M. M.
by the Defendant's Order. And more said not to this or the last
Interrogatory

James Alexander Candlish 30 Jan 77

The Defendant some Days after came to the Complainant and the
Defendant said to them that an American wanted to speak for some
Officers having nothing but water for them to drink, and desired them
to get the Branch out of the Garden by going over a Wall at Lye -
Wellborn Lane. That the Complainant opened the Garden and got
up of a ladder into the street where Mr. L. saw stopped the horse
and entered it into the Garden again that was after the French took
the Branch out of the said Garden and put it into Lady Chilly's that
the Defendant likewise took a particular Account of the said Branch
and other things which were carried out of the Garden Garden and
that the Defendant sent the slave mentioned. Moreover he Mr.
Daphne to instruct him to write. Mr. L. desired to return by the same
and on his return she said if the Defendant had desired her a proper
sum of Money she would have recovered the Branch. And the Defendant
further said that the Defendant ordered him to carry three half
pence of Velvet and a Piece of Cotton to Mr. L. L. L. a French
Writer and that afterwards the Defendant being satisfied sent him
to the French Writer for the goods or their Value but the French
Writer told him to send him the Defendant, that afterwards the
Defendant hearing that the French Writer was going to Pondicherry
sent one American and the Defendant to him again either for
the goods or their Value but the French Writer told them that if the
Defendant would come to Pondicherry he would talk with him
there about the affair as the goods were given him and that after-
wards the Defendant sent the Defendant to Pondicherry to the
French Writer who returned two Pieces of the Velvet and that the
Defendant delivered the same to Captain John M. D. L. by
the Defendant's Order. And were with out to this or the last
Interrogatory

James Alexander
C. M. D. 303007
L. O.