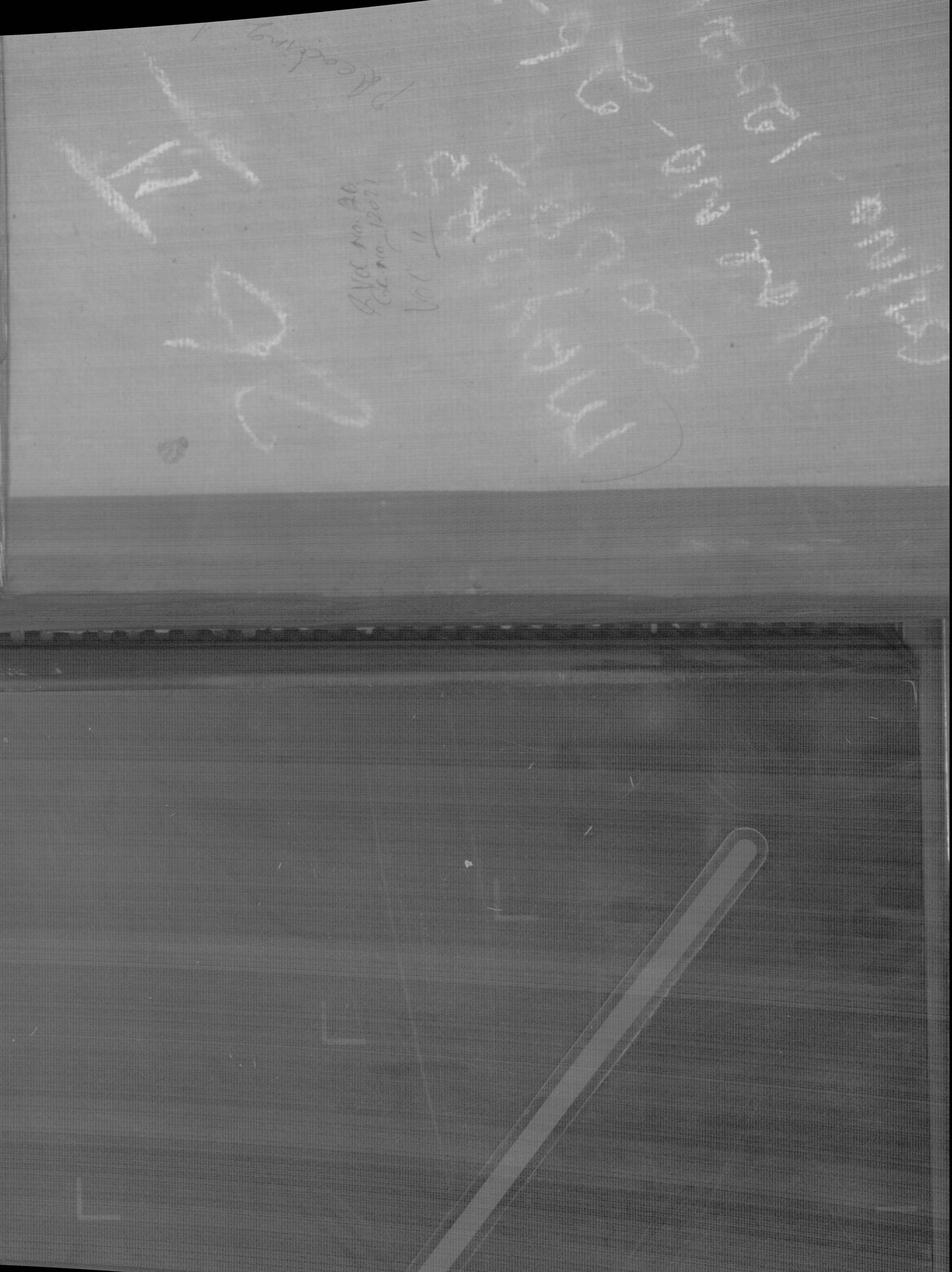


Paul D'Rozario

Mall Rumer

Clerk

Kerry Clerk

Clerk

Record Clerk

501.

To
Paul De
Rosario

To all the
Witnesses

505

Hall Plumer

Major Court of
Inderrogation

507

Feb. 22. October 1771

Dr. Pagoda Cuddy in Account Current with Mr. John Debonnaire Cr.

1770																	
July	1st	To Principal of Your Bond of this Date					345	31	60	616	17	By Ballance Due				361	22½
		To Interest on Pagodas 345 31 60 from 6 Months after date of this Bond to this 1st October 1770 at 8 p.C. 8 13 Days @ 2½ Cent p Annum					21	22	47								
							Pagodas			361	22½					Pagodas	361 22½

Errors Excepted

Pagoda Cuddy

Edward John Monnaire

Errors Excepted

513.

5/5

514

523

To all to whom
these Presents
shall come

Major Comdt
Madrespatnam

No 25

Interrogatories exhibited on the part and behalf of
Complainant
and Answers thereto

524

No. 2 Copy

532

535.

Dr. ... Account ... with ...

Plaintiff Complaint Praying that Defendant may be Restrained by Injunction from Proceeding at Law in the Action of Assumpsit Commenced against Plaintiff by Defendant in the Court of Common Pleas for the County of Cumberland and State aforesaid to Recover the Sum of Two Thousand Dollars and for Other Relief as to this Court may Seem Meet

Cumberland ss. At a Court of Chancery Begun and Held at Portland within and for the County of Cumberland on the Second Tuesday of October Anno Domini One Thousand Eight Hundred and Forty Present the Honorable Ether Shepley Chancellor

Matthias Colesworthy of Portland in the County of Cumberland and State aforesaid Complainant vs. Nathaniel Deering of Portland in the County of Cumberland and State aforesaid Defendant

Whereas the said Complainant hath exhibited his Bill of Complaint in this Court against the said Defendant praying that he may be restrained by Injunction from Proceeding at Law in the Action of Assumpsit Commenced against him by the said Defendant in the Court of Common Pleas for the County of Cumberland and State aforesaid to Recover the Sum of Two Thousand Dollars and for Other Relief as to this Court may Seem Meet as by the said Bill of Complaint Duly Filed in this Court Reference being had thereto will more fully Appear

And Whereas the said Complainant hath Entered into Bond with Sufficient Surety in the Penal Sum of Four Hundred Dollars Conditioned for the Payment of Such Costs as may be Awarded against him in Case the Injunction Prayed for in his Bill of Complaint Should be Dissolved

And Whereas the said Complainant hath Entered into Bond with Sufficient Surety in the Penal Sum of Two Thousand Dollars Conditioned for the Payment of the Debt Damages and Costs Recovered in the Action at Law Aforesaid in Case the Injunction Prayed for in his Bill of Complaint Should be Dissolved or Made Perpetual in Whole or in Part

1534

Mayor's Court
Madraspatnam

Present
George Smith Esquire Mayor
Thomas Powney — Nathaniel Pelone
George Savage — Isaac Hodges
Aldermen

Between Edward Bladen
Lord Lloyd Gregg Captain Lieutenant
and Thomas Hodges Lloyd
Plaintiffs

It Appearing by the Records of this Court that
Four Months Imprisonment upon
Effects and the Defendant hath not made any Appearance or Answer
the Complainants Bill Wherefore this Court doth Order
Decree and Adjudge that the Defendant
Pay unto the Complainant the Sum of Eight Thousand
Hundred and Twenty One Pagodas Fanams and Fifteen Cash
Pagodas 8211. 15. 15 Cash with Interest on same
hereafter become due thereon until the Day of Payment
Suit

By Court

Read and filed
27 March 1750

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaineth Thomas Hodges
Orator Lieutenant Gregg of Madras Lloyd that Thomas Bladen
of the same Place Gentleman Hands Indebted unto Your Orator in the
sum of Six Thousand One Hundred and Twenty two Pagodas
Fifteen Fanams Current Money of Madras Aforesaid upon Account
Account is Amounts Aforesaid for the Payment of Which Your Orator

5 Feb

Bond established
17 April 1770

219

D.r Capt. Matthias Calvert in Account with Tungamah Chitty Cr.

1768 October	10	To 450 Pieces of Redwood Containing delivered at Mellagundan to Rangapah Your Dubash on Your Account	Candy 600	Sept.r 6	1770 Mar. 26	By Cash Dar.	Pagodas Fanams
		To 226 Pieces of Redwood Containing delivered at Mungapandan to Do on board on Your Account	300				
		To 153 Pieces of Redwood Containing delivered at Narrainpandan to Do on board on Your Account	250				
		To 226 Pieces of Redwood Containing delivered at Collapaky Candy to Do on board on Your Account	300				
			Carry Up &c.				
		To Pagodas Fanams Interest on the Balance of this Account from the 10th October 1768 to the 26th March 1770					
		To Cash Paid Mr. Cowper on Account					
		To Cash Paid Mr. Cowper on Account					
		To Cash Paid Mr. Cowper on Account

3 & 3v

3. April 1770

Read and Ordered
26th June 1770

544.

Read and filed
16th October 1770

555

557.

To Swoonmore
Gundoppa Carter
Company Merks

Petition of several Officers of Militia for Settlers of Woodstock township
for Land to Settle upon.

To the Honble Thomas Dundas Esqr President
&c. &c. &c.

The Petition of several Officers of Militia for Settlers of Woodstock township

Humbly Sheweth

That your Petitioners have been Commissioned Officers in the Militia of this Province for several years past, and have done their Duty as such, and have been ready to turn out on any occasion when called upon, and your Petitioners have been informed that there is a Township of Land called Woodstock, which is not yet Settled, and your Petitioners are desirous of Settling upon the same, and your Petitioners are willing to Settle upon the said Township of Woodstock, and to Clear and Improve the Land, and to Build Houses thereon, and to Settle Families thereon, and to Perform Settlement Duties thereon, as the Law directs, and your Petitioners are willing to Pay the Fees of Office for the Land, when the Patents are ready to be issued, and your Petitioners will ever Pray &c.

Between Township of Blenheim
Township of Oxford and Township
of Dereham

Upon the Petition of several Officers of Militia for Settlers of Woodstock township

It is Ordered that the Petitioners have Leave to Settle upon the Township of Woodstock, and that they have the Usual Allowance of Land, and that they have Three Years Time to Perform Settlement Duties, and that they have Leave to Purchase the Land at the Usual Price, and that the Patents be made out in the Usual Manner, and that the Petitioners have Leave to Purchase the Crown and Clergy Reserves in the said Township of Woodstock, at the Usual Price, and that the Petitioners have Leave to Purchase the Mill Reserve

La Romana ss.

Call the Witnesses.

561

Hall Plumer's

Examined

563.

566

365

567

Mail Runner

Mayor Court of Madraspatnam

William Chambers
Counsel

511

Aath. Thomas

Comm.

Hydrargyrum

573.

Mayor Court
Madraspatnam

267

545.

Mayor Court
Madraspatnam

577.

Hall Planner
Comm.

To all &c.
Whereas &c.

To Chamberlain &c.
Carnarvon City

519

A

583.

525.

539

5 of 5

Anno Domino 1775

Madraspatnam

1.

2.

541.

Between Langworth Clerk of Modes
Merchant Complainant and Mathews
Edward of the county Durr Defendant
And the Said of the Defendant

Depositions of Witnesses taken on the Court by and before the
Commissioners hereunder Written
Pursuant to a Decree Pronounced in this Cause bearing Date the 24th Day of
December 1770 whereby it was Ordered by the Honble Charles Yorke
one of his Majesty's Attorneys for the Time being that the Depositions of
Witnesses to be produced by the Complainant under the Left Hand of the
Register and Seal of Office of the said Court should be read and Publish
the 27th Day of the same Month being entered and Depositions as
follows

The first Witness produced sworn and Examined on the Part of the
Complainant on the Court that he doth know the Defendant the Master
Bar Prayer Mentioned that he doth know the Defendant

The second Witness produced sworn and Examined that he knows the Subject
Matter in Question in this Cause and that he is Clerk to the Complainant
Solicitor and hath been so for Three Years last past

The third Witness produced sworn and Examined that he knows the
Parties and Subject Matter in Question in this Cause and that he is
Clerk to the Complainant Solicitor and hath been so for Three Years last
past and that he hath Seen the Defendant Sign and Execute the
Deed or Instrument of Writing Dated the 29th Day of March 1770
Produced to him and Shewn to this Examinant and Marked with the
Letter A and that he was present at the Time of the Execution
thereof and that the Name Edward Mathews thereto Subscribed
is of the Proper Hand Writing of the Defendant and that the Name
Langworth Subscribed as a Witness to the Execution thereof is of the
Proper Hand Writing of this Examinant

The fourth Witness produced sworn and Examined that he knows the
Parties and Subject Matter in Question in this Cause and that he is
Clerk to the Complainant Solicitor and hath been so for Three Years last
past and that he hath Seen the Defendant Sign and Execute the
Deed or Instrument of Writing Dated the 29th Day of March 1770
Produced to him and Shewn to this Examinant and Marked with the
Letter A and that he was present at the Time of the Execution
thereof and that the Name Edward Mathews thereto Subscribed
is of the Proper Hand Writing of the Defendant and that the Name
Langworth Subscribed as a Witness to the Execution thereof is of the
Proper Hand Writing of this Examinant

The fifth Witness produced sworn and Examined that he knows the
Parties and Subject Matter in Question in this Cause and that he is
Clerk to the Complainant Solicitor and hath been so for Three Years last
past and that he hath Seen the Defendant Sign and Execute the
Deed or Instrument of Writing Dated the 29th Day of March 1770
Produced to him and Shewn to this Examinant and Marked with the
Letter A and that he was present at the Time of the Execution
thereof and that the Name Edward Mathews thereto Subscribed
is of the Proper Hand Writing of the Defendant and that the Name
Langworth Subscribed as a Witness to the Execution thereof is of the
Proper Hand Writing of this Examinant

(Examined)
Counsel

W. Chambers
Executrix

606

602

Mayor Court
Madraspatnam

Lawyer Court ad
Interrogatorium.

Delmon Longmeade Clothyer Defendant
Mordecai Longmeade and Matthew Colard
Defendants

Cross Bill of the Defendant

Interrogatories to be Ministered to the Cross Examined before the Commissioners
in the Court as followeth

1st Imprimis Doth the Defendant Mordecai Longmeade know or Remember that upon
or about the 24th Day of December 1770 there was Indicted and Arraigned at the Sessions
of the Peace for the County of Middlesex holden at the Sessions House in the Old Bailey
in the Parish of St Sepulchre in the said County and afterwards on the 25th Day
of January 1771 there Convicted and Attainted of Felony as followeth

2d Did the said Defendant Mordecai Longmeade after the Conviction and Attainder
of the said Defendant Matthew Colard in manner aforesaid Sue out a Writ of Error
in the Court of Kings Bench at Westminster in the County of Middlesex
and Prosecute the same with Effect

3d Did the said Defendant Mordecai Longmeade Enter into a Recognizance
with Sufficient Sureties before the Right Honourable the Lord Chief Justice
of the Court of Kings Bench at Westminster aforesaid for the Prosecution
of the said Writ of Error and for the Payment of Costs and Damages
if the said Judgment should be affirmed

4th Was not the said Writ of Error Tried and Determined in the Court of Kings
Bench aforesaid and was not the Judgment thereupon affirmed

5th Was not the said Matthew Colard Executed for the said Felony
pursuant to the said Judgment and Attainder

6th Was not the said Writ of Error Discontinued and Non Prossed
by the said Defendant Mordecai Longmeade

7th Was not the said Writ of Error Discontinued and Non Prossed
by the said Defendant Mordecai Longmeade for Want of Prosecution
thereof

8th Was not the said Writ of Error Discontinued and Non Prossed
by the said Defendant Mordecai Longmeade for Want of Prosecution
thereof within the Time Limited by the Rules and Orders of the Court
of Kings Bench aforesaid

9th Was not the said Writ of Error Discontinued and Non Prossed
by the said Defendant Mordecai Longmeade for Want of Prosecution
thereof within the Time Limited by the Rules and Orders of the Court
of Kings Bench aforesaid and was not the said Writ of Error
Discontinued and Non Prossed by the said Defendant Mordecai Longmeade
for Want of Prosecution thereof within the Time Limited by the Rules
and Orders of the Court of Kings Bench aforesaid for the Space of
Seven Years and upwards next before the Exhibiting of the Bill
of Complaint in this Cause

Wm Chambers

Examined

Deposition of Witness taken in the Cause and for the Examination
in the Court as follows

Copy

In the Circuit Court of the United States

In Chancery

Between

and

Master's Office

Madras Presidency

Dy

Solicitor for the Complainant

Solicitor for the Defendant

John Sackett
Attorney for the Defendant

To
Wm Saunders
Esquire

To
Wilmot
Esqr

To Ranyard, Hardie, Ranyard
and
Ranyard

614.

Captain Colvert

By Cash Received of him ... 250 . .

By Do for Lodging Rooms of him Dyd

Paddy ... Dyt ... 16 . .

Horse Corn ... 6. 12.6d 22 12.6d

By the Amount of the Ground Rent of Mr Lewis
and Mr Dyt for Do Lodging & Dyt 301 15.3f

Deduct for the Charges ... 13 1 . 426.02.3f

By Postage Received on the Letters Rec.d Dyt ... 20 12.3

By Postage Received for which the
Letters were Sent Out During the Month
Together with Expenses on the Back of the
Account Current ... 6000 . .

Pagodas 626.12.6

Received the 1765
Augusta
Dyt
Mr Colvert

615.

London (Cont.)

1765
July.

To the Account of Sundry Creditors
Dues 1st October 1765

To the Account of Sundry Creditors Dated the 21st September
and Due the 21st October 1765

To the Account of Sundry Creditors Dated the 30th September
Due 30th September 1765 for

To Cash Paid Francis Wilson and Company for
Account of Edward

To the Account of Sundry Creditors Dated
July 1765 for Edward Account

To Cash Paid by Mr Joseph for Postage Charges on
Account of Edward at Different times

To Interest on the following Sums
One Pagoda 585
One D° 900
One D° 1000
One D° 3000

N.B. Sundry Creditors to Pay the Interest
of Sundry Sums and Interest Cum Grand for
Consideration Sums as Specified
Sixty Pagodas paid Cash

A

617.

620

621.

5th

Master Plumer
Common

Mayor's Court
Madras 9th January

Depositions

6-23

5 K

625.

627

629

632

96

631.

Hayes' Feudal
Antiquities.

634.

Bandarmahals 22 Janry 1769

Exchange for Loan, Lord Pigot

Sir

Inclosed I have the honor to transmit you Bills of Exchange drawn on Mess.rs Drake & Sargent Bearer in London for the Sum of Sicca Rupees for which I have received Value from Captain Harrington and Mr Lewis Drawn as per Advices from

To
Mess.rs Drake Sargent
& Co
Madras

Sicca Rupees 2 Lacs
Dated 22 Janry
1769

Sir
Your Most obedient Servant
Lord Pigot

635.



Dr. Connoor Kootoo Cr.



1765

1766
March 18

1769
July 6

1768
August 1

646

B

6 & 5.

642.

647.

B

650.

B

Redway

654.

Sur Requête Sommaire

Pour Messire Jacques Alexis Pierre Lebrun
Ecuyer Archevêque Comte de Toulouse Pair de France
Grand Aumônier de France Commandeur de l'Ordre
Royal et Militaire de Saint Louis Grand Croix de celui
de la Légion d'honneur Membre de l'Académie Française
Ministre d'Etat Demandeur

Contre

Le Sieur Jean Baptiste Pierre Jullien Ancien Notaire
à Paris Défendeur

Et encore pour le Sieur Demandeur contre le Sieur Défendeur

Et encore pour le Sieur Jullien Demandeur contre le Sieur Lebrun Archevêque de Toulouse Défendeur

Et encore pour le Sieur Lebrun Archevêque de Toulouse contre le Sieur Jullien

Et encore pour le Sieur Jullien contre le Sieur Lebrun Archevêque de Toulouse

653.

Transcribed to Cash Book

Cash Office

655.

660

654

662

661.

665

Sedition 511

Sir I have to Request Your Excellency will be pleased to Issue Your Warrant for the Payment of my Expences & Trouble in the Business I was Employed in by Your Excellency & Council in Search of the Persons Concerned in the late Conspiracy & Insurrection of the Negroes & Others in this Island, I have Charged Nothing for my Time, Loss of Business, Nor Expences in Coming to Town, but only for Actual Disbursements, Which I Hope Your Excellency will Think Reasonable, I am Sir Your Excellencys Most Obedient & Most Humble Servant

Jno Dupuy

His Excellency Governor Parry

Sedition

At the Council Chamber in Bridgetown the 25th September 1791

Present

The Honble Lewis Piggott Esqr Chief Justice
The Honble Thomas Maycock Esqr
The Honble Samuel Beckles Esqr
The Honble Thomas Alleyne Esqr
The Honble Henry Walrond Esqr
The Honble Thomas Applewhaite Esqr
The Honble Thomas Cheeseman Esqr
The Honble Thomas Clarke Esqr
The Honble Thomas Graham Esqr
The Honble Thomas Hinds Esqr
The Honble Thomas Hothersall Esqr
The Honble Thomas Lane Esqr
The Honble Thomas Maycock Esqr
The Honble Thomas Parkinson Esqr
The Honble Thomas Prescod Esqr
The Honble Thomas Rous Esqr
The Honble Thomas Skeete Esqr
The Honble Thomas Thorne Esqr
The Honble Thomas Walker Esqr

His Excellency Lewis Piggott Esqr Knight of the Royal and Military Order of St Louis Brigadier of the Kings Forces Kings Governor of Barbadoes & the Leeward Islands & Chief of the Provincial Establishment & the Hon Lewis Piggott Esqr President of the Council & Provincial Commander in Chief do Certify to the Honble the Speaker & Members of the Assembly that the Signatures to these Depositions subscribed were Taken & Sworn to before me & Council at Bridgetown this 25th September 1791

Lewis de Lauretton
Secretary

Taken & Sworn to before me & Council at the Council Chamber Bridgetown this 25th September 1791

Jno Dupuy

663.

665.

667

670.

66g

L.S

L.S

644.

673.

675.

La Royale Pitty

Interrogatories

35

Between Morgan Williams of
Pengraban Merchant by his Attorney
James Rogers of Port Saint George Merchant
and Mary Day of Moor Side Widow
Defendant

On the Part of the Petitioner

Interrogatories by which the Commissioners Court by and before whom
the Cause is to be heard are desired to examine
Witnesses to be produced on the Part of the Petitioner
in the Cause aforesaid

1st Whether the Petitioner Morgan Williams is not a Freeholder and Cultivator of Land in the Parish of Llandewy Village in the County of Glamorgan and whether he is not a Person of Credit and Reputation in the Neighbourhood of Llandewy aforesaid

2nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

3rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

4th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

5th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

6th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

7th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

8th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

9th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

10th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

11th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

12th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

13th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

14th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

15th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

16th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

17th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

18th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

19th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

20th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

21st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

22nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

23rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

24th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

25th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

26th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

27th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

28th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

29th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

30th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

31st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

32nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

33rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

34th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

35th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

36th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

37th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

38th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

39th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

40th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

41st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

42nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

43rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

44th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

45th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

46th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

47th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

48th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

49th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

50th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

51st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

52nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

53rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

54th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

55th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

56th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

57th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

58th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

59th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

60th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

61st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

62nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

63rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

64th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

65th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

66th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

67th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

68th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

69th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

70th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

71st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

72nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

73rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

74th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

75th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

76th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

77th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

78th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

79th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

80th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

81st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

82nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

83rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

84th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

85th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

86th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

87th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

88th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

89th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

90th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

91st Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

92nd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

93rd Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

94th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

95th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

96th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

97th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

98th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

99th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

100th Whether the Petitioner Morgan Williams is not Seized in his Demesne as of Fee of and in a Messuage Farm and Lands called Pengraban situate in the Parish of Llandewy aforesaid and whether he has not been so Seized for the Space of Twenty Years and upwards

1770.

Hall Plummer

Examined

Cordgrave Interrogatory Second who also Left Home a Part of the Room Called Place
of abode of the said Defendant and afterwards on the same Day being sworn
and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth not know the
Complainant Rogers Williams in the Cause but that he doth know
Thomas the Defendant in the Cause and that he doth reasonably know
Thirty Years last and that the Defendant Thomas Vaughan & the Inhabitants
of the said Village the Defendants in this Cause and that he doth
Reasonably Know also Forty Years or thereabouts and more and the
Same Now also Forty Years or thereabouts and more and the
Said Interrogatory

819

To the second Interrogatory this Deponent saith that he doth know of a
Certain Village Commonly called Llanvaes but that he doth not know
that the said Vaughan & the Inhabitants of the said Village have any
Right Title or Interest in or to the Lands within the said Village but
this Deponent doth know that the said Vaughan & the Inhabitants of the said
Village have Right Title and Interest in or to the Lands within the said
Village called Llanvaes Common Lands and that they have Right Title
and Interest in or to the Lands within the said Village called Llanvaes
Common Lands by Reason of their Inhabiting and Residing within the said
Village and that this Deponent doth not know or believe that the said
Defendant Thomas Vaughan & the Inhabitants of the said Village have
any Right Title or Interest in or to the Lands within the said Village
called Llanvaes Common Lands by Reason of their Inhabiting and Residing
within the said Village but that they have Right Title and Interest in
or to the said Lands by Reason of their Inhabiting and Residing within
the said Village and that this Deponent doth not know or believe that
the said Defendant Thomas Vaughan & the Inhabitants of the said Village
have any Right Title or Interest in or to the said Lands by Reason of
their Inhabiting and Residing within the said Village but that they have
Right Title and Interest in or to the said Lands by Reason of their
Inhabiting and Residing within the said Village and that this Deponent
doth not know or believe that the said Defendant Thomas Vaughan & the
Inhabitants of the said Village have any Right Title or Interest in or
to the said Lands by Reason of their Inhabiting and Residing within the
said Village but that they have Right Title and Interest in or to the
said Lands by Reason of their Inhabiting and Residing within the said
Village and that this Deponent doth not know or believe that the said
Defendant Thomas Vaughan & the Inhabitants of the said Village have

6715

4th

Hall. Planter's
Examn.

Mayor's Court at
Madraspatnam

Copy of Proceedings of Mayor's Court at Madraspatnam
Commencing Court as follows
Collector Mondegarde Hawkins Esq.
5.5 Years to Recorded to bring Examinations
Part of the Petitioners was put to Copy of Lease
the Effect of the Petitioners Attorney

Seven Schemes for the Fifty Years and more to be Interwoven

621

Hall Plumer
Comm.

Mayor Court at
Madraspatnam

Defendant

the Petitioners and that I and that they are the Lawfull Inhabitants and Proprietors of the said Village that the Improvement Board for the Town that they have been in Possession of the said Village for several Generations and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

And the Said Respondent saith that the Improvement Board of Trustees having allotted some Grounds at the said Village of Pondover to the Respondent & Defendants of their Town of Bridgewater their Proportion and that the said Grounds were so allotted to them and to their Heirs for the Purpose and Intent of Erecting Houses thereon and that they have accordingly built Houses thereon and that their Ancestors were the first Inhabitants of the said Village and that they were Possessed by their Right and Title that before the said Inhabitants Ancestors Possessed the said Village Lands There were only a certain Place and that it was granted to their Ancestors aforesaid by the Proprietors of that Town and were with that Intent

stock.

683.

Hall. Plaintiff

Exceptions

Mayor. Council
Aldermen

In the second Interrogatory the Deponent saith that he doth know of the Common Village mentioned in the Interrogatory called Sandawana and that the said Village doth belong to Pawaga & the Inhabitants of the said Village, Petitioners in the Cause and that they are the Lawful Proprietors and Inhabitants of the said Village. That this Deponent hath always heard that the Right to the said Village was Invested in the said Petitioners, for many Generations past

To the third Interrogatory this Deponent saith that he does not know of any Lease or Leases granted or Leases to the Petitioners or any other Persons whatsoever, or of any other Deeds or Writings made or executed

To the fourth Interrogatory this Deponent saith that he does not know whether he the Deponent or any of the Inhabitants having Interest in the Premises are entitled to the Compliment of any Part or Parcels of any Lands belonging to the Village of Sandawana that this Deponent knows he would have or Right by any Allotment of Grounds or Lands to dispose of Mortgage or Make over any such Grounds or Lands or any Part thereof to any Person undertaking because the Petitioners or all Inhabitants of the Village Land to Cultivate but for the Use of the Village only for which Purpose only they are Entitled to Lands

To the fifth Interrogatory this Deponent saith that he does not know whether the Petitioners or any of the Inhabitants have any Right or Title to the said Grounds or Lands mentioned in the last Interrogatory

Matt Plumer

Commd

Sworn at Port Edward this 27th day of August 1907 before me

Deponent Augustus Williams of Pawaga Location Interpreted by his Attorney Jacob Ledger of Port Edward Storekeeper Complainant and Augustus Williams Defendant

Both Parties of the Pakatawa Location

685.

684.

Margaret Williams by her Attorney James Hodges is Complainant and Eleanor Lewis Executrix of the Will of Margaret Williams by her Attorney James Hodges is Complainant and James Hodges is Defendant

To the Interrogatories } 1st Do You know the Parties Complainant and Defendant
and Each of them and Executrix mentioned in any of the Writings produced
by Each Party and Each of them or any and which of them Declare

2nd Do You or Do you not know the Town Gardens or
Piece of Ground Lying and being between the above Named Par
ties and Respectively Situated or now in the Occupation
Possession of Each Party and Declare Severally and Distinctly
of Whom and for what Term of Years the Said Gardens or Piece
of Ground were and are Held Occupied or Enjoyed by
Each and Every Person or Persons and Whether Such Person or Persons
Held or Occupied the Same or Each and Every Part Thereof Jointly
or Severally and Declare Particularly

Related and Concerned Therein or any Part and How
and by What and in what Manner and what were the Consequences
Thereof Have the said Parties or any Person or Persons Claiming
Under Them or Either of Them Built Erected or Made Any
Improvements in the said Gardens or Premises and When
and by Whom and in What Manner and at What Time or Times
Were the Same Erected and Made and Do You Believe the Value
of the said Gardens or Premises is Increased or Diminished
by Reason of Such Buildings Improvements or Alterations
and Do You Know or Believe that the Said Gardens
or Ground Were Let by the Said Complainant Margaret Williams
to the Said Defendant James Hodges and When and for What
Term of Years and at What Rent and Do You Know or Believe
that the Said Defendant James Hodges Underlet the Said Gardens
or Ground or Any and Which of Them to Any and Which of
the Inhabitants of Jamaica and Do You or Do You Not
Know the Names of the Said Inhabitants of Jamaica to
Whom the Said Defendant James Hodges Underlet the Said
Gardens or Ground or Any and Which of Them and
at What Rent and for What Term of Years and
for How Many of the Whole of Them Shall Be According to the
best of Your Knowledge Remembrance Information and Belief
Together with the Reasons of Your Belief fully and Particularly
Set Forth

3rd Do You or Do You Not Believe that Notice
and Information that Some or Some Long ago Time Past Long Agreement
for

694.

Hall Pitzner
Examiner

693

695

Hull Plumer
Examined

Mayor Court at
Madraspatnam

Depositions of Witnesses taken on the
Part of the Defendants
Boothoo Veerapoorum

Office

696.

Mayor Court at
Madraspatnam

692

700

Hall Pleyne
Esquire

Mayor of Carrickfergus
Madras Spectator

[illegible] Defendant were Married about Twenty years ago
[illegible] Defendant [illegible] Defendant
[illegible] Defendant [illegible] Defendant
[illegible] Defendant [illegible] Defendant

Mayor's Court at
Cadore Jamaica

Between Morgan Lewis Substitute of
Solomon Polhemus and Morgan Williams
by his Attorney James Rodgers Respondent
on a Certain Cause depending between the said Morgan
Williams by his Attorney James Rodgers is
Complainant and Hagley is the Defendant
On the Part of the Respondent
Depositions of Witnesses taken on the Cause by and before
the Commissioners in the Cause as followeth
Cyprian Thorn of Cadore Carpenter aged 35 Years or thereabouts
being produced as a Witness on the Cause on the Part of the Respondent
was on the 15th Day of July 1773 sworn and Examined at the Office of Mr
Cadore Parke who is Allowed for the Purpose by Commissions duly
Issued who the Left Hand Side of the Roome Silver and Pierce for the
Defendant Respondent and afterwards on the 15th Day of the same Month
being Sworn and Examined Deposeth as followeth
To the first Interrogatory this Deponent on the Book for Parke and Knows
Morgan Williams the Complainant and Respondent in this Cause
but that he Doth know Hagley the Defendant in this Cause and that
he hath for many Years Last Past and that the Parties hereto
Morgan & Substitute of Solomon Polhemus in this Cause and
that he hath for many Years Last Past and now is in the Employ of the
Interrogatory
To the Second Interrogatory this Deponent on the Book that he Declared from
or for Hire Upon this Deponent Consideration by till the Year Eighty
Doth not Agreement for the Letting Out of Land this Cause but and
Polhemus Some or One of the aged Three Grounds in Question between the
Parties in the Title of these Interrogatories Mentioned to One of the Substitute
of Solomon, that the Cause but and Polhemus Some or Other Part were
Known that for or on that Part of the said Grounds that is called the Garden and
that they were or did to Complainant One of the Witnesses in this Cause, and
by Hagley the Defendant in this Cause that the Parties Mentioned in
the said Agreement were Hagley and Complainant aforesaid that this
Deponent did Know that the said Ground by the Direct of the said
Parties and by the Consent of both Parties and more or the not to the Said Inter-
rogatory

706.

2

109

and Respondent and the Part of the Respondent One hearing the Pleadings and Respondents Counsel thereupon and upon hearing the Petitioners Counsel in reply Court doth find the Petitioner Petition Dismissed with Costs

Dated this 21st day of November 1772

By the Honble Mr Justice Appellant and Respondent

This Cause coming on this Day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the Transcript Exhibits of the Records of Appeal Court together with an Extract from the Minutes of the said Court granted on this Cause on Tuesday the 15th Day of September Instant 1772 and upon Due Consideration had of the Matters Seriously Contained and of the Pleadings and Arguments used by the Attorneys on both sides This Court Doth find to Order and Decree and Do Order according to Costs and Doth find the said Extract from the Minutes of the said Court granted on this Cause to stand Confirmed and that the Appellant Petitioner do pay forthwith Costs on both Courts

Dismissed

By Court

H. M Goddard
Clerk

108

Mayor's Court of Madraspatnam

L.S

Mayor's Court

110

1772.

Mayor. (and al
Hardcastle. partners)

L.S.

Mayor.

Feb.y 15th April 1772

Mayor, Council
Recorder
[illegible]

[illegible]

Mayor
George South Square
John M. Pherson & John Sullivan
Aldermen

Witness

No. 117.

Fort St George 4th Octr 1790

Received of Capt. John Hall Two Thousand Four Hundred Pagodas for
the Freight and Demurrage of the Ship Earl of Sandwich

Pags 2400

John Hall

To the Worshipful the Court of Directors
for the affairs of the United Company of Merchants of England
trading to the East Indies

Gentlemen

Having completed my Loading and Cleared
the Ship under my Command from the Roads of Fort St George
and Sailed on the 4th Instant for Bengal and China
I now beg leave to Transmit to your Honble Court
a Copy of my Consultations from the 1st to the 31st Ulto
Inclusive

I am
Gentlemen
Your most Obedt Humble
Servt
John Hall

To the Worshipful the Court of Directors
for the affairs of the United Company of Merchants of England
trading to the East Indies

Gentlemen

I have the honor to acquaint your Honble Court
that I have this day Cleared the Roads of Fort St George
and Sailed for Bengal and China
I have now to Transmit to your Honble Court
a Copy of my Consultations from the 1st to the 31st Ulto
Inclusive

I am
Gentlemen
Your most Obedt Humble
Servt
John Hall

716

To the Right Honble the Lords Commissioners for the Affairs of India

The Petition of Thomas Pitt Esqr

Humbly Sheweth

That your Petitioner is Grandson to the late Governor Pitt, and Executor to his Will, and Trustee for the Estate of his Grandson Thomas Pitt Esqr, and that your Petitioner has been informed that the Estate of the said Governor Pitt is charged with the Payment of Annuities to the Amount of Two Thousand Pounds per Annum, and that the Estate of the said Thomas Pitt is charged with the Payment of Annuities to the Amount of Five Hundred Pounds per Annum, and that the Estate of the said Governor Pitt is not sufficient to pay the Annuities charged thereon, and that the Estate of the said Thomas Pitt is not sufficient to pay the Annuities charged thereon, and that your Petitioner is desirous to know what Sum of Money will be necessary to be annually paid out of the Revenues of India, to make good the Deficiency of the Estate of the said Governor Pitt, and the Estate of the said Thomas Pitt, to pay the Annuities charged thereon respectively, and that your Petitioner may be at liberty to lay before your Honble Board such Papers as may be necessary to explain the Nature of the said Deficiency, and to shew the Grounds

Saturday
23 November 1771

Read

Read Petition and
Heard Counsel
thereon

To be heard before the Right Hon.ble
Court at Haddington

Humble Complaint of Thomas Pitt the Younger
and Thomas Pitt Esquire Only Surviving Children of Thomas
Pitt Late Governor of Fort St George in the East Indies
Most Humbly Sheweth That Thomas Pitt Esquire Late
of Boconnock in the County of Cornwall Father of your Orators
Died in or about the Month of October One Thousand Seven
Hundred and Twenty Six Leaving Issue Only your Orators
and Thomas Pitt Esquire Late of Stratford Langthorne in the
County of Essex Deceased Eldest Son of your Orators
Which said Thomas Pitt Esquire Deceased Departed this
Life in or about the Month of February One Thousand
Seven Hundred and Thirty Leaving Issue Only Thomas
Pitt Esquire Eldest Son and Heir at Law of your Orators
Deceased Brother and Robert Pitt Esquire Younger Son
of your Orators Deceased Brother Which said Thomas
Pitt Esquire Deceased Departed this Life in or about
the Month of October One Thousand Seven Hundred
and Thirty Leaving Issue Only Thomas Pitt Esquire
Eldest Son and Heir at Law of the said Thomas Pitt
Esquire Deceased Nephew and Robert Pitt Esquire
Younger Son of the said Thomas Pitt Esquire Deceased
Nephew Which said Thomas Pitt Esquire Deceased
Departed this Life in or about the Month of February
One Thousand Seven Hundred and Thirty Leaving
Issue Only Thomas Pitt Esquire Eldest Son and Heir
at Law of the said Thomas Pitt Esquire Deceased
Grandson and Robert Pitt Esquire Younger Son of
the said Thomas Pitt Esquire Deceased Grandson
Which said Robert Pitt Esquire Deceased Departed
this Life in or about the Month of October One
Thousand Seven Hundred and Thirty Leaving Issue
Only Thomas Pitt Esquire Eldest Son and Heir at
Law of the said Robert Pitt Esquire Deceased Grandson
and Thomas Pitt Esquire Younger Son of the said
Robert Pitt Esquire Deceased Grandson Which said
Thomas Pitt Esquire Deceased Departed this Life in
or about the Month of February One Thousand Seven
Hundred and Thirty Leaving Issue Only Thomas Pitt
Esquire Eldest Son and Heir at Law of the said
Thomas Pitt Esquire Deceased Grandson and Thomas
Pitt Esquire Younger Son of the said Thomas Pitt
Esquire Deceased Grandson Which said Thomas Pitt
Esquire Deceased Departed this Life in or about the
Month of October One Thousand Seven Hundred and
Thirty Leaving Issue Only Thomas Pitt Esquire Eldest
Son and Heir at Law of the said Thomas Pitt Esquire
Deceased Grandson and Thomas Pitt Esquire Younger
Son of the said Thomas Pitt Esquire Deceased Grandson
Which said Thomas Pitt Esquire Deceased Departed
this Life in or about the Month of February One
Thousand Seven Hundred and Thirty Leaving Issue
Only Thomas Pitt Esquire Eldest Son and Heir at
Law of the said Thomas Pitt Esquire Deceased Grandson
and Thomas Pitt Esquire Younger Son of the said
Thomas Pitt Esquire Deceased Grandson Which said
Thomas Pitt Esquire Deceased Departed this Life in
or about the Month of October One Thousand Seven
Hundred and Thirty Leaving Issue Only Thomas Pitt
Esquire Eldest Son and Heir at Law of the said
Thomas Pitt Esquire Deceased Grandson and Thomas
Pitt Esquire Younger Son of the said Thomas Pitt
Esquire Deceased Grandson Which said Thomas Pitt
Esquire Deceased Departed this Life in or about the
Month of October One Thousand Seven Hundred and
Thirty Leaving Issue Only Thomas Pitt Esquire Eldest
Son and Heir at Law of the said Thomas Pitt Esquire
Deceased Grandson and Thomas Pitt Esquire Younger
Son of the said Thomas Pitt Esquire Deceased Grandson
Which said Thomas Pitt Esquire Deceased Departed
this Life in or about the Month of October

112

To John Ford Esq.

Sir

I am directed by the Lords Commissioners of the Treasury to signify to you their Lordships Commands that you do forthwith prepare and transmit to this Office a Return of the Number of Persons employed in the Service of the Ordnance in the Province of Quebec distinguishing the Civil Establishment from the Military and specifying the Names Rank and Salary of each Person

I am Sir
Your most obedient humble Servant

Fort St George
6th June 1774

John Ford Esq.

Sir

I am directed by the Lords Commissioners of the Treasury to signify to you their Lordships Commands that you do forthwith prepare and transmit to this Office a Return of the Number of Persons employed in the Service of the Ordnance in the Province of Quebec distinguishing the Civil Establishment from the Military and specifying the Names Rank and Salary of each Person

I am Sir
Your most obedient humble Servant

Fort St George
14th June 1774

To
The Honble and Revd
Mr Mountain
&c &c &c

Sir

I am directed by the Lords Commissioners of the Treasury to signify to you their Lordships Commands that you do forthwith prepare and transmit to this Office a Return of the Number of Persons employed in the Service of the Ordnance in the Province of Quebec distinguishing the Civil Establishment from the Military and specifying the Names Rank and Salary of each Person

I am Sir
Your most obedient humble Servant

To
The Honble and Revd
Mr Mountain
&c &c &c

Sir

I am directed by the Lords Commissioners of the Treasury to signify to you their Lordships Commands that you do forthwith prepare and transmit to this Office a Return of the Number of Persons employed in the Service of the Ordnance in the Province of Quebec distinguishing the Civil Establishment from the Military and specifying the Names Rank and Salary of each Person

I am Sir
Your most obedient humble Servant

720

Mayor Council
Aldermen

} Tuesday the 20th Day of October
Anno Domini 1772

Present

The Honble George Smith Esquire Mayor
Thomas Tenney — Edward Heyer
John Mc Pherson — John Sullivan
Frederic Talmet — George Savage

Aldermen

Between Benjamin Colby
Merchant Plaintiff
Attached by the Attorney John
Brevoort of the same Place Inhabitant
Complainant and Rowse Mitchel
Colby and Comfort Moses Mordecai
Colby Merchants Defendants

Appearing by the Records of this Court that the
Defendant Comfort Moses Mordecai hath been served with the Writ issued
herein the Complainant Bill filed and full and sufficient Reasons why
Decree Should not pass against the Defendant Comfort Moses Mordecai
according to Order and Decreed that the Defendant Comfort Moses Mordecai
shall Pay unto the Complainant the Sum of Two Hundred
and Eighty seven Pounds Sterling 287 £ with Interest from the
Time when the Writ issued Dated the 28th day of August last Past Payment
in Part also all Costs of Suit

Decreed

722

Yesterday Evening by Your Servant to Send a Letter to South Foot Else You
Should for Mistakes where There Can be Correcte Prompted to Settle
Signed
James Monnerman

Whereas Letters are in Your Custody and ready to be produced for the
Inspection of this Court when required, and Your Orders further thereto
are to this Court that he did Accept of the said Proposal of the said Louis
Monnerman for Sale of the said Three hundred Cordes of said Wood and
Did thereby Contract for Purpose for the same which Your Orders
Did not Consider the same to be agreed Louis Monnerman by Letter dated
the Second day of the said Month of August Directed to the said Louis
Monnerman Purchasing which Letter is the following Purport,
Viz
Sir
To James Monnerman Esq.
Sir

I am made Request Received Letter from Your Servant of
Your last Letter I am to Acquaint you which of the Sale Three hundred
Bakehill and Hop Gardens Cordes Wood the Same Hop
with the Light Inclosed Cordes Wood Standing for any Account be Mr
Monnerman Sworn agreed with take great care of Inclosed Proceedings
Cordes wood Letter and Inspect same be made Upon Measured,
which shall Measure Short Three Feet the Account of the Money
for the said Wood shall be paid with great Exactness to Your Order

I am the Case of all the said Letter and Wood Be Measured
Letter I Pay for the Money to Stand to the use of any person that Shall Produce
Same to Your Settlement Exception there be any there for Sale and will be
after to any at all Times as Sworn and Order to Several Own Quantity
Sworn by the Letter of the other When Mr Monnerman has received the Eight
Hundred Cordes said wood the Receipt and Bill accordingly all Sums of You
Sworn Endorsed Hop my other Gardens in Bill any Expence can Inwards
Your and of Them to pay any Necessity Expences for the Gardens
Signed
Thomas West

Your Orders further Proceeded the Tenth Court that Having
Several Agreed Letter and Proposal of the said Louis Monnerman for the
Sale

124.

Lord Dublin 1771

To the Honble
Court of Exchequer

Humbly Complaining Shewn to your Honors

Fourth day and Your Orator doth and Sum of Three thousand and fifty
Three Pounds and Eighteen pence

Defendants Robert Hall Joseph Pearce Thomas Tuckfield and
Edward Hall or either of them Severally and respectively
to Comply with Your Orator's Just and reasonable request or Request
Your Orator may Obtain your Gracious Writ of Subpoena to be
Directed to the said Defendants Commanding them at a Certain
Day and under a Certain Pain therein to be limited personally
to be and appear before Your Honour in this Honourable Court
then and there to Answer all and singular the premises and to
Stand to perform and abide such Order and Decree therein as to
Your Honour shall seem meet and agreeable to Equity and good
Conscience And to the End Defendants
Robert Hall Joseph Pearce Thomas Tuckfield and Edward Hall
may upon their Corporal Oaths full true
Certain and Perfect Answer Make to all and Singular the Matters and things
aforesaid as fully Clearly Directly and Explicitly to
all Intents and Purposes as if the same were Severally Repeated and
Particularly Interrogated and Pray Especially that they may set forth and
Discover Whether or not at the Time Your Orator is Bill
was Filed in this Honourable Court of Salt Peter Fee Simple
and Inheritance or Some other Estate of and in the Messuages
Lands and Hereditaments Called Pale Bagnal Lane Brassard Farm
and Bridge and Sandy Down and Whether Defendants or some other and what
Person or Persons by Virtue of Some Deed or Deeds Writing or Writings
Grant or Grants of the Inheritance of the same or some other
and what Part or Parcel thereof and whether Your Orator did not some Time
or other in the Month of August last and Previous to the Execution
of the Deed of Bargain and Sale hereinafter Mentioned or
some other and what Part or Parcel thereof and whether Your Orator did not some Time
or other in the Month of August last and Previous to the Execution
of the Deed of Bargain and Sale hereinafter Mentioned or
some other and what Part or Parcel thereof and whether Your Orator did not some Time
Letter of the Eighth of August last and Previous to the Execution
the said Salt Peter and whether Your Orator did not Write Several Letters
Memorandums or Letters Dated the Seventh Day of September last directing
them to Deliver the Same Together with Some or One of them And whether the
said Defendants or some other Person or Persons by their Order or
other Some for the Use of the said Three hundred Cwts of Salt Peter by Your
Orator or the Contents of the said Bargain for the same by Your Orator's
Directions of the said Letters Memorandums and Offer sold to some other
Person or Persons and whom whether for whatever sum and what Part or
Parcel of the said Three hundred Cwts of Salt Peter and that the same
Defendants or either of them Severally and respectively Pray
to be Examined Touching the Premises And whether the
said Defendants or either of them Severally and respectively
did not Sell and Dispose of the said Three hundred Cwts of Salt
Peter to Some other Person or Persons Why and for what reason or Reasons
the same hath not been Delivered and Paid for and whether the said Letters
Memorandums or Some and other of the said Three hundred Cwts of Salt Peter to Some
Order

Mr. Jones Account with Mr. Jones West Cr.

1774

1774

Payments

Mark

11th October 1775

Sir John Hollwood
Knight

130

Filed 11th December 1771

Issued last Mesne process

5th February 1772.

that Sum Thousand Gallons of Salt Petre of which Quantity two and Eight Hundred Gallons be the same Complement which was Shipped on Board of the Danish Ship Ten Brothers Commanded by the Defendant on or about the Fourteenth Day of September last Shipped on Board the Ship Second Anthony for the Port of France Purchased Goods Sold to the Factor M.r Manchon which was Shipped on or about the Eighth Day of October last on Board the Ship Succession and the remaining Three Hundred Gallons the Defendant by the same Ship Clara at Pondicherry Shee Defendant further Saith that he hath and will engage for Parts of the said Sum Two Hundred Gallons of Salt Petre over the Limits of that Country for sale to the said Complainant which was on the twenty Sixth Day of August last Shee Defendant further saith that at the time he made the said Sale to the said Complainant there was not any other Quantity of Salt Petre for sale at Pondicherry Excepting the said Two Hundred Gallons for sale other Quantities were then Remaining at Pondicherry the same not Belonging to Shee Defendant but to Persons Unknown to Shee Defendant Shee Defendant further Saith that Shee Defendant Received of the said Complainant the Sum of Two Thousand Rupees on the Account of the said Two Hundred Gallons of Salt Petre and no more and Shee Defendant Denies all Combination Confederacy Unlawful Dealing and Practice in the Bill Charged without that that any other Matter Cause or Thing in the said Complainants Bill of Complaint Contained Material or Necessary for Shee Defendant to Make Answer unto and not herein and hereby well and Sufficiently Answered Confessed Traversed and Avoided is True to the Knowledge and Belief of Shee Defendant All which Shee Defendant is Ready to Aver and Prove as this Honourable Court shall Direct and Humbly Prays to be Hence Dismissed with her Reasonable Costs and Charges in the Law in this behalf most wrongfully Sustained

Sworn in Court the 3d Day of March 1733 before me

Jo. Price

Mr. Hall

Mr. Hall

Mr. Hall

1835

Coppies when the Defendant took Copies, Sustained Costs Paid as herein
Paid and to abide the Result of Writ of Error Sustained, Costs Paid and
Money thereof either pursuant of the said Compromise Sustained as against
the Impleaded Defendants Persons whereby he would have done by
and thereof said Costs Sustained Esq. Crown Special Bail

All Which Matters and things the Defendant is ready and
Willing to Verify wherefore and Prays as the Court shall direct and
humbly Prays to be hence Dismissed with his Reasonable Costs and Charges
in this behalf Most wrongfully Sustained

Lewis Morrison

Daniel Sham
Gideon Locke
Attorneys for the Defendt

Dr. M.r Lewis Pedlar Account Cont.d With Lewis Morrison Cr.

To 2 Jyes Bags weighing 195 Cwt		By Amount Sundries		930 17 34
Due 239 lbs of Salt Peter @ 30				
To Cash Paid Transportage	4			
Do to Thunder Fidler				
To Do Paid Export duty				
on Do at 1/6 P Cwt	15		23 5 4	
To Interest on Pagodas 930 from the				
10th day of September upon being the				
Day any Draft on Bengal for Amount				
of Pagodas Sundry Sundries				
between Pagodas the 23 day of				
October following at the Rate of 25				
Days @ 8 P Cent P Annum			12 19 34	
To Cash Paid for a Copy of Invoice				
Bond &c. Sundries	4			
Pagodas	930 17 34		Pagodas	930 17 34

Madras 25th October 1835
Errors Excepted
Lewis Morrison

Candy and are his Receipt and Bill are on the 8th Inst. for Goods Sold and
Delivered to Him at Fort St George Amounting to Pagodas 9172 as per
Margin Agreeable to Your Order Dated the 30th Ultimo

A True Copy

(Signed) James Mill

Daniel Shaw
Gideon Firth } Attorneys for the Defendant

348

No 3.

To James Mill Esqr
at Fort St George

Pondicherry 31st August 1771

Sir

In Consequence of Your Letter of the 30th Instant
I Wrote at your Order the 9th Candy of Salt Peter which I have Left Here but it
shall be on the Coast Soon You'll immediately send Me 9172 Pagodas
and the Salt Peter will be Sent this Month at Your Order, I have no Salt
that Quantity on the Settlement

Inclosed Mr Shaws Receipt for 2920 Bags being
together of the weight of 193 Candys 39 Pounds for 9720 Pagodas
For Conveyance to Sea Side
For Charges of Expenditure & Cent.

No 3.

91

Pagodas 9254

I shall Draw Monday Draft upon You at Mr Laws Order Payable the 12th
September Next I pray You to Accept it at the Expiration for Convenience
would take this Quantity Left by me Shaw Hagerstown when Your
Salt Peter shall be sent Safely &c.

A True Copy

(Signed) Laws Morrison

Daniel Shaw
Gideon Firth } Attorneys for the Defendant

1736.

No 1.

To James West Esq.
at Fort St George

Sir

Mr Thomas Pitt Governor of Fort St George and Council have Drawn upon us by their Letter dated the 20th of January last for the Sum of Eight Thousand Pounds Sterling which they have Ordered to be Paid to Mr Thomas Pitt or his Order at Sixty Days Sight and Charged to our Account as by Advice from them, which Bill being Accepted by us, We desire you will Cause the same to be Duly Honoured and Paid at the Time Limited for the Payment thereof, and Place to the Debit of our Account as per Advice.

We are Sir Your Loving Friends

Dan.l Harvey
Gideon Lock
Attorneys for the Proprietors

No 2

To James Hamerton Esq.r

Sir

Pursuant to Your Letter to us Dated the 20th of January last We have Drawn upon you at Sixty Days Sight in favour of Mr Thomas Pitt or his Order for the Sum of Eight Thousand Pounds Sterling which We Desire you will Cause to be Duly Honoured and Paid at the Time Limited for the Payment thereof, and Place to the Debit of our Account as per Advice.

We are Sir Your Loving Friends

Dan.l Harvey
Gideon Lock
Attorneys for the Proprietors

To Isaac Hammond Esqr. Att. Madras 11th October 1771

List

We Your Securities come before Your Honor and pending my Servants Suit You have Refused to deliver to my Order the Seven Hundred Canty Salt Petre which I purchased of You, and on the reason of this Year is now past to Export off for the ensuing Market I have taken upon me to know Why the Merchant Cannot between You and me for the whole of that Article on which You will observe I have Charged You the Market Price for the said Seven Hundred Candy and delivered and which is the same Price I sold the 1770 Candy for I bought with great Reason Expect I made a better Price for that Sold Before Said You delivered it upon Me to the Sale You undertook at that time my Property Attended upon You for it, that Bottom of the Receipt is on Your favor Dated the Thousand Five hundred and Eighteen I am one entire Bottom I now offer to pay You if You will be Pleased to Sign the Proper Receipt for the same

A True Copy

Signed James West

David Shaw
Gideon Firth } Attorneys for the Defendant

Filed 5th Nov. 1771

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaineth James West late of Madraspatnam Merchant that Whereas Your Orator Lewis Monneron of Pondicherry Merchant but at present at Madras Did Some Time in or about the Month of September Anno Domini One Thousand Seven Hundred and Seventy Two Contract with Your Orator for the Purchase of Three Thousand Three Hundred and Fifty Pagodas Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Thousand Five Hundred and Forty Pounds Two Shillings and Three Pence Sterling

p

1328

Prays Process of Subpœna may be Issued Against the Defendant Returnable Immediately
to Expedite the Cause &c. &c. &c.

Sworn at Madras the 4th April 1792 before me

Jno Roebuck
Master Extraordinary

Filed 4th April 1792

Jno Roebuck
Master Extraordinary

140

Mr Thomas Pengree, Merchant in Salem

To Louis Hammerer Esqr

Madras 10th September 1771.

Sir

I have Received Your Letter of the 9th August and am Glad to hear by your Estimate my Bond for Pagodas 7772 is more than Answered as to the Remains of Salt Petre, You say You beg Leave to Acquaint my Masters, as You Say Your word of honour is Very Urged that Price of Candied Ginger is and is Very Extraordinary and Unreasonable that I am Entirely at a Loss what to Say to it

In Your Letter of the 26th August You mention and Offer of the Remaining 500 Candy Salt Petre on the following Express Terms, Shou'd agree to Candy which I shall Deliver to You at the same Price four Pagodas & ½ accepted, to which I cannot by Any Means Agree to as the Salt Petre was Purchased & Shipped on the Same Account and there was no Difference on the Purchase Made & have Paid the whole Money at the Price of 4½ Pagodas & Candy for Dates Which I Could take the whole Quantity of Ginger on to Europe and Sell to the Best Advantage if You can Load it for Madras, where Shou'd Ginger Cannot be Procured to Assemble to sell it

The offer of Yours has been Accepted by me by My Letter of 30th August wherein I Requested You Send an Entrance of Your Letter to me of 26th Worded upon the whole of the Salt Petre as my Property but shall not Stop Charges Candy on Board the Dane Ship with the Eight Hundred You are Delivering for my Account to Mr Thomas and I must beg You will take Care of the same for Candy and till my Directions and People can be with You to Receive which will be as Short a time as Possible the Amount of Money for the Last Quantity shall be Paid with great Exactness to Your Order However the Plain Proposal, Terms and Agreement of the sale and the Purchase of the Nine hundred Candy of Salt Petre and which I consider as a Great and Binding Engagement and on Consequence determined to abide myself and hope You do Some of the Agreement Neither Have Proposals or any Offer can say that the whole or any Part of the Money is to be Paid before the Receipt of the Goods, and it would be Absurd to Suppose that when we each Engagement Which had the Money not due before the Salt Petre is delivered I have Dispatched my People, who will be with You in Two or Three Days to Receive the Salt Petre and You may depend upon having the Amount Paid as Soon

Filed 5th April 1775

Forwarded Court 5th April 1775

The Answer of James Hart of
Fort Saint George Merchant Defendant
to the Corfe Bill of Complaint of James
Hamerton of Londonderry Merchant
Lord at Present at Madras

The Defendant now and at all times hereafter
saving and reserving unto himself all and all manner of benefit and
Advantage of Exception to the many Untruths Errors uncertainties
and Insufficiencies in the said Corfe Bill of Complaint Contained
for Answer thereunto or unto so much thereof as this Defendant is advised
is Material for him to make Answer unto he this Defendant Answereth and Saith
That he Admitts it to be true that he this Defendant Received from
the Complainant the Sum of Seven Thousand Nine hundred and fifty Pounds Sterling
Sevens and Twenty two Cowries as Mentioned in the said Corfe Bill
of Complaint But this Defendant doth Answer and Say that the Purchase of the
Corfe Complainant and did Receive the Quantity of Salt Peter Charged in the
Account thereof to the Corfe Complainant Answer to this Defendants
Original Bill of Complaint thereunto relating to the Sum of Nine thousand two
hundred and fifty four Pagodas and which he this Defendant would have
Paid of the said Corfe Complainant would have Delivered to this Defendant
the further Quantity of Nine hundred Candy of Salt Peter Sold by him the
Said Corfe Complainant to this Defendant as Setforth and Stated in this Defen-
dants said Original Bill of Complaint and Exhibited thereunto marked
Exhibit and Corfe Complainant Refused to do this Defendant did by an
Action at Law Oblige him to pay for the Said Nine hundred Candy of Salt Peter
Which Action is Depending and Undetermined but this Defendant doth
Humbly Insist that the Corfe Complainant ought to Deliver the Said
Nine hundred Candy of Salt Peter to this Defendant or Pay him the Value
thereof Which this Defendant is Ready and Willing to Pay to the Corfe
Complainant upon Delivery of the said Salt Peter and this Defendant
Denies that the Corfe Complainant Delivered to this Defendant the
Quantity of Salt Peter Charged in the Account thereof Annexed to the
Corfe Complainants Original Bill of Complaint Except Two hundred and
Seventy Candy of Salt Peter which this Defendant Admitts he Received
and Paid for and this Defendant Denies that he Received any more
Salt Peter of the Corfe Complainant than the said Two hundred and
Seventy Candy of Salt Peter and this Defendant Denies that the Corfe
Complainant Delivered to this Defendant the Remaining Quantity of Salt
Peter Charged in the said Account Except Two hundred and Seventy
Candy of Salt Peter and this Defendant Denies that the Corfe Complainant
Delivered the Remaining Quantity of the said Salt Peter Agreeable to the
said Bargain for the same he would Immediately after each Delivery
Sent Pay Bond only for the said first Quantity of Salt Peter but also the
whole Amount of the said Salt Peter which the Corfe Complainant was
Required which Circumstance do make this Defendant Conceive that
Reason to Suspect that either this Defendant Bond or the Corfe Complainants
Complainant

Mr Malcolm Mellor and Thomas Lee Defendants

Mr Malcolm Mellor and Thomas Lee Defendants

Defendant is uncertain, and insufficient in the Law to be by this Repliant
Replied unto, for diverse Manifest Imperfections and Uncertainties therein
Contained, the Benefit of Exceptions whereunto being now and at all times
Found by this Repliant

All which Matters and things this Repliant is
Ready to aver, Maintain and Prove, as this Honble Court shall award; and
humbly Prays, as in and by his said Bill he hath already Prayed

Daniel Sheen
Gideon Firth
} Attorneys for the Corpo Complainants

Sworn in Court 1772

The Rejoinder of James West of
Fort Saint George Merchant Defendant to
the Replication of Lewis Ammerman
Merchant Complainant

This Defendant
saving and reserving unto himself all and all Manner of Benefit and Advantage
of Exception to the many Errors Uncertainties Insufficiencies and
Imperfections in the said Replication Contained for Rejoinder thereunto
for that all and Singular the Matters and things in this Defendants
Answer to the Complainants Corpo Bill of Complaint are good Certain true
and Sufficient in the Law to be Replied unto in such Manner and form
as the same are therein and thereby Set forth and Alledged and that the said
Complainant hath not in and by his said Replication answered the said
Matters in Manner Certain and Sufficient for this Defendant
to make any further or other Rejoinder thereunto and this Defendant also
saith as by his said Answer he hath already said and doth
still Aver and Maintain all and every thing and things therein to be true
and Certain in such Manner and form as they and every of them are
therein Alledged and Set forth

All which Matters and things this Defendant is ready and
Willing to Aver Maintain and Prove as this Honble Court shall direct and
humbly Prays as in and by his said Answer he hath already Prayed

Johnson Sykes
Attorney for the Corpo Defendt

1752

Feb 10th May 1752

The Defendant

The Plaintiff

Defendant is uncertain and insufficient in the Law to be by this Replicant
Replied unto for diverse Manifest Imperfections and Insufficiencies therein
Contained, the Benefit of Exception whereunto being now and at all times
Saved to this Replicant

All which Matters and things this Replicant is
Ready to aver, Maintain and Prove as this Honble Court shall award and
humbly Prays as in and by his said Bill he hath already Prayed

Daniel Sturges
Gideon Tucker } Attorneys for the Cplt Complainant

Filed 6th June 1822

The Rejoinder of James West of
Fort Saint George Merchant Defendant to
the Replication of Louis Monneron
Merchant Complainant

This Defendant saving and at all times hereafter
saving and Reserving unto himself all and all Manner of Benefit and Advantage
of Exception to the many Errors Uncertainties Insufficiencies and
Imperfections in the said Replication Contained for Rejoinder thereunto
saith that all and Singular the Matters and things in this Defendants
Answer to the Cplts Bill of Complaint mentioned Certain Answer
Supplemental and the Same to be Replied unto as true Perfect and Sufficient
Answer are therein and thereby Set forth and Alledged and that the said
Replication is Very Untrue Uncertain and Insufficient for this Defendant
to make any further or other Rejoinder thereunto and this Defendant also
saith even and by the said Answer he doth Alledge and Say and doth and
will Aver and Maintain and every thing and things therein to be true
certain and Sufficient in the Law and Form as they and every of them are
therein Alledged and Set forth

All which Matters and things this Defendant is ready and
Willing to Aver Maintain and Prove as this Honble Court shall direct and
humbly Prays as in and by his said Answer he hath already Prayed

Jos. Hyde
Attorney for the Cplt Defendt

1752

Feb 10th May 1752

Jd 826

Mayors Court ad
Interpretandum

Between James Reid of Fort Saint George
Merchant Original Complainant and Cross
Defendant and Lucas Mannuaan of Pondicherry
Merchant Original Defendant and Cross
Complainant

On the Part of the Original Complai-
nant and Cross Defendant

Deposition of Witnesses Taken in this Cause and Cross Cause
by and before the Commissioners in this Court as follows viz.

Mr Charles Bromley of Madras Merchant Aged 35 Years being
Produced as a Witness on this Cause and Cross Cause on the Part of the Original
Complainant and Cross Defendant was on the 1st Day of August 1772
Sworded by Mr Edward Foote one of his Majesties Attorneys for the Original Defendant
and Cross Complainant but Understands my Tongue and who also left him at
Liberty of the Name Title and Place of abode of the said Deponent and
afterwards on the same Day being Sworn and Examined Deposeth as
followeth viz.

1st To the first Interrogatory this Deponent saith that he doth Know the
Original Complainant and Cross Defendant James Reid in this Cause
and Cross Cause and that he hath to Knowing been between Eight and Nine
Years That but the Defendant Lucas Mannuaan the Original
Defendant and Cross Complainant in this Cause and Cross Cause and
that he hath to Knowing been between Two and Three Years And more
or the

754.

To all the Witnesses

Interrogatories to be ministered on the Part and behalf of the Complainant and the Cross Defendant Thomas Bowman the Elder Defendant to the Original Bill of Complaint of Thomas Bowman the Younger Complainant and to the Cross Bill of Complaint of the said Thomas Bowman the Elder Defendant to the Original Bill of Complaint of the said Thomas Bowman the Younger Complainant and to the Cross Bill of Complaint of the said Thomas Bowman the Younger Defendant to the Original Bill of Complaint of the said Thomas Bowman the Elder

Original Defendant and Cross Complainant said He had Contracted to
Deliver to the said Original Complainant and Cross Defendant a further
Quantity of Salt Peter but whether Raw Refined or Crude or what Parti-
culars Quantity &c. the Deponent does not recollect being encumbered And that
As the said Original Defendant and Cross Complainant did Say, that He had the
said further Quantity of Salt Peter ready, but that He wish'd the Delivery
of it on account of the Non Payment of the first Quantity of Salt Peter for
the Amount of which he had drawn the said Bill of Exchange That this
Deponent then Cajoled him Somewhat at the Dispute that subsisted
between the said Parties and advised the said Original Defendant and Cross
Complainant to prefer Settling the affair by Arbitration, rather than by going
to Law and accordingly not to Sue on the last Interrogatory

Wm Hunter

Sworn

Chas P Brownlow

On this Day being the Seventeenth Day of September
in the Year of Our Lord One Thousand Seven Hundred and Ninety One before me
John Sykes Notary Publick Dwelling and Practising at Fort St George
in the East Indies by Lawfull Authority duly Admitted and Sworn came Mr
James Hird of Fort St George Merchant and Declares as follows, that is to say,
that having bought Eight hundred Candy of Salt Peter of Mr Louis Monne
ron of Pondicherry Merchant, and the same Mr Louis Monneron having
further Quantity of Nine hundred Candy of Salt Peter for the said James Hird
owns a Letter from the said Louis Monneron Dated Pondicherry the
Forty Sixth August One Thousand Seven hundred and Seventy One Offering him
the said James Hird the Salt of the said Nine hundred Candy of the Salt Peter at the
same Price of the said Eight hundred Candy which was Forty Pagodas P Candy
Cola about Two & Cent The Purport of the said Louis Monneron's said Letter,
& the said James Hird is as follows, that is to Say

Pondichery 26th August 1791

To James Hird Esqr
at Fort St George

Mr Thomas the Bearer hereof upon whom I Draw this Day has Delivered
to me Your Letter and Consequently I shall begin Immediately to Deliver the Salt
Peter, that I purchased from you Mr Thomas Receipt Thereof
dated

1756

2d

59

[illegible]

Yours

Lewis Monnerman

Sir

[illegible]

Yours

Lewis Monnerman

Sir

[illegible]

Yours

1761

[illegible]

(L.S.)

[illegible]

260

[illegible]

(L.S.)

[illegible]

[illegible]

[illegible]

760

L.S

My Property who will be with You now or Three Days to receive the Salt Peter and You may Depend upon hearing the Command Yard as Soon as Possible the Exact Quantity Salt Peter received.

After reflection and due Consideration of all Circumstances I flatter myself You will be thoroughly Convinced of the Propriety and Legality of my Claim of Property in the Salt Peter, which You have Sold to me Wherefore hope and Expect that the same Good Understanding and Friendship as heretofore Subsisted between us will be preserved and Continued, And that the Business and Duration will be Settled upon Mutual and Reasonable Terms of Agreement

I am Entreated by Lewis to know my Disposal of the Powder upon my first arrival but Even Sir, Since Opinions is Free Person has been the Inclination Even of this and I shall Spare no pains to find it Out I cannot Say more at this Juncture but beg to assure You

Boston 10th Sept 1774

I am with Esteem
Your Obedient Servant
James Hunt

To Lewis Morrison Esq.r

Sir

I am sorry to Acquaint You that I shall in Consequence of Your last Letter to me look upon the whole of the Salt Peter as my Property but I shall not Ship the three Hundred Candy on Board the Brass Ship in the Eight Hundred You are Insuring for any Account to Philadelphia I must beg You will take great Care of the Said three Hundred Candy and tell any Person that Enquire for Peter for me that You do not know it which shall Answer as short and easy as Possible. The Amount of the Money for the Said Quantity shall be Paid with great Exactness to Your Order

I am Sorry to find it not in my Power to Raise the Sum You Require for the Purchase of Cannon, as we have seen those Advertizements for many months at Respondentia and Neither are Complyed with.

I am now the Owner of all the Salt Peter and must Entreat You to Ship for the Money, be pleased to tell me if any more of that Article Come to Your Knowledge or if there be any there for sale as it will be

Letter

162.

765

To the Honble Council of Intrenchment Pondicherry

The Memorial of Peter Bellow Esqr Agent for the Whale of that Nation

Sheweth That your Memorialist Agreed with the Honble Board for the Price for the Said

Whale Fourteen Pagodas per Candy and delivered the same on board in the Harbour Pondy

the 17th Inst. Day for the Same he Expected a Month's Credit

Bill for the Said Price but Your Petitioner is Agreeable to the Sale, Your

Petitioner and at the same time Requests Attended upon Your Honble Board that Pattamar

Ellu Mooney is in Your Honble Service Pagodas Six Thousand Four hundred and

Eighteen Fanams which Pattamar Ellu Mooney offers to Pay Your Petitioner

Two Pagodas to Pagoda the Proper Receipt for the Same

Pondy 11th October 1771

Your Honble

Humble Servant

Peter Bellow

Pycroft

Le Vingt Deux Octobre Mil Sept Cent Soixante onze pardevant Nous

Conseiller du Roy Lieutenant de Police pour Sa Majesté dans l'Etendue

de la Ville de Pondichery et Dépendances Est comparu Le Sieur

Pierre Bellow Interprete de la Nation Angloise Demeurant a Pondichery

Lequel nous a Requis de Recevoir le Serment qu'il Doit faire pour

Etre admis a Exercer Ladite Profession Nous Lui avons donné Acte

de sa Requisition et Lui avons Deferé le Serment en la Forme ordinaire

Lequel il a Prêté en Notre Main Jurant Dire la Verité

Fait a Pondichery les Jour Mois et An que dessus

Le Noir

Anno Regni

Decimo Octavo

Annoque Domini

One Thousand Seven Hundred and Seventy One before

me Charles Brumley Stuart Publick Notary and Practitioner at Fort

Saint George on the Coast of Coromandel by Lawful Authority duly Admitted and

Sworn come Pierre Bellow Interpreter of Pondicherry Merchant but at

Present at Madras Declared as follows, That is to say, That having

Sold Eight Hundred Candy of Salt Petre to Mr James Scott of Fort

Saint George Merchant at the Rate of Forty Eight Rupees per Candy

and having a further Quantity of Three Hundred Candy of Salt Petre

for

1764 5

[illegible]

Madeira
30th August 1771

To Lewis Hansonnet Esqr

Sir

Upon Receipt of your favour with the
Copy of the 5th Bill Peter Hennessy has drawn upon
you for 198.2.2 Sterling payable at Sight to the
Order of Messrs Lewis & Peter Hennessy
Merchants in London for the Value of Wine
delivered on board the Ship Joseph Captain
Henry Mundell for the Use of Messrs Lewis &
Peter Hennessy Merchants in London
Which Bill you will please to honour on
Presentation and place the Amount to the
Account of Messrs Lewis & Peter Hennessy
Merchants in London as per Advice

Madeira
5th April 1771

To Lewis Hansonnet Esqr

Sir

Upon Receipt of your favour with the Copy of the
5th Bill Peter Hennessy has drawn upon you for
198.2.2 Sterling payable at Sight to the Order of
Messrs Lewis & Peter Hennessy Merchants in London
for the Value of Wine delivered on board the Ship
Joseph Captain Henry Mundell for the Use of
Messrs Lewis & Peter Hennessy Merchants in London
which Bill you will please to honour on Presentation
and place the Amount to the Account of Messrs
Lewis & Peter Hennessy Merchants in London as per
Advice

Sick shall be in no hand or hands or Possible the Remand of the Money for the Said Quantity shall be paid on the general receipts to your Order

As I am now the Owner of all the Said Peice, and must be answerable to you for the Money, be pleased to tell me if any more of that Article Comes from Sellangore and if there be any more for Sale, and will be better to you will know upon our Order to Forward Ours Quantity knowing the Sale of the Peice Mr Stevenson has received Eight hundred Candy and one I accept and tell me in the all Speed of Your Power Godowns to keep my Five Hundred Candy until my People can be with You and if You to pay any Monthly Expence for the Godowns"

(Signed) James West

The said Declarant further Saith that he did by no means Consent or allow the said Quantity of Salt Peter to be the Property of the said James West nor can he conceive how the same could be claimed Save to the Delivery thereof, unto for the said Declarant had Appointed him in Reply to the aforesaid Letter, but as he intended and was Desirous and to sell the said Quantity of Salt Peter but for ready Money and for which Reason the Offer to a date Four per Cent, on that Sum that the former Quantity had been sold at, was made by the said Declarant, for on the twenty first Day of August in the said Year One Thousand Seven Hundred and Seventy One, wrote a Letter to the said James West in Reply to his said Answer the Purport of which Letter is as follows, that is to Say—

To
Wm Ford Esqr
at Fort St George

Pondicherry 31. August 1771

Sir

In Consequence of Your Letter of the 30th Instant Things at Your Order the 400 Candy of Salt Peter, which are left to me, but it shall be on the Conditions You'll immediately send to me 4772 Pagodas and the Salt Peter will be forwarded at Your Order, Here is but that Quantity in the Settlement

Inclosed 4 Mr Stevenson's Receipt for 2920 Pagodas being together of the weight of 193 Candy 39 Pounds

For

766

Letter Dated to the said James Hall Leaving Date the twenty Day of
September one thousand Seven Hundred and Ninety One
the Purport of which was as follows, that is to Say,

To James Hall Esq.r
at Fort St George

Pondicherry the 5th September 1791

Sir

Herewith I send you Your Bond as I must beg
you to return Your Assignment of Moneys Duly Signed
Your Letter of Circulant I have received this Day, Your
Bill of Exchange is due about

I Signed I Louis Monneron

Which

The said Defendant further Saith that as to Promise Thirdly
in the Declaration mentioned, and only by Law bound also by the Custom
of London to be Paid, and as the said James Hall hath been Guilty
of Default by not paying the Money Demanded of him for the said
Bill Remains Condy of Fort St Peter, the Goods of late Dabe of Cuddalore
Cuddalore, and the said Defendant hath ever been ready to dispose of his
Property to any other Person

The said Defendant further Saith that pursuant
to the Letter of the thirty first Day of August one thousand Seven Hundred and Ninety One, he did Draw a Bill of Exchange on the
said James Hall in favor of Monsieur Law de Lauriston payable the
Tenth Day of September following, for the sum of Nine Thousand Four
Hundred Star Pagodas for the Amount of the said Eight hundred
Condy of Fort St Peter Shipped on Board of the said Danish Ships for and on
Account of the said James Hall, which Bill of Exchange the said Monsieur
Louis Lauriston did Indorse over to Cojia Hazar Cojia Maul Merchant
at Madras and Mr John Sykes, Acting Publick Dwelling and Packing
at Fort St George on the East Indies, for at the request of the said Cojia Hazar
Cojia Maul Tender the said Bill of Exchange to the said James Hall and
Demanded Acceptance and Payment of him of the Contents, who refused
to Accept and pay the Amount of the said Bill Alledging that he had
Bought of the said Defendant One thousand and Seven hundred Candies
of Salt Petre and the Amount of the said Bill being for part of the Sold
Petre and that the said Defendant had refused to deliver to him the said

James

16 Dr

Pote said at the time any People Attended upon You for it, the Ballance of
the Account is Your Honor Pagodas Five thousand Four hundred, and
Eighteen Fanams which Ballance I am ready to Pay You, if You will be
Pleased to Sign the Proper Receipt for the Same

365 (Signed) James West

That the Defendant further Saith that Notwithstanding the said
James West Doth Acknowledge in his said Letter to be Indebted in the Sum of
Five thousand Four hundred Pagodas and Eighteen Fanams Viz. Five thousand
Seventh Day of October in the said Year One thousand Seven hundred and
Eighty One Did Prefer a Bill of Complaint in the Hon'ble the Mayors Court
against the said Defendant for the Sum of three thousand and fifty
three Pagodas and by making Oath to the Justice of the Peace and that
he Believed to be true that the said Defendant would Depart from the
Jurisdiction of the said Court a Summons returnable Immediately and a
Warrant of Arrest Issued thereon Directed to the Sheriff, by Virtue whereof
the said Defendant was Arrested and must have remained in Custody
(if not Released on Bail) till the Determination of the said Suit, had not
the Defendant on the Eighth Day of February aforesaid, Voluntarily become
Special Bail for the said Defendant

And the said Defendant lastly Saith that he is not indebted unto
the said James West in the said Sum of three thousand fifty three Pagodas or in
any other Sum or Sums of Money whatsoever, but on the Contrary he doth insist
that the said James West is Justly indebted unto the said Defendant in
the Sum of Three thousand Five hundred and fifty four Pagodas being the
Amount of the said Bill of Exchange and also all Cost, Charges and Dama
Pounds

Wherefore the said Plaintiff Relying at the Legality of the said
Sum of Money now Sued for, Protested and by these Presents Do Solemnly
Protest against the said James West Proceedings Behaviour and Conduct as
aforesaid against any Damage that he will be liable to on the said Sum
of Money and also for all Loss, Cost, Charges, Damages and Expences
which the said Sum of Money Shall Suffer, Sustain, Bear, pay or be
Put unto or which he shall or may Suffer, Sustain, Bear, Pay or be
Put

1780

Cost Under by Consent Authority duly Admitted and Leave Lost at the request
of the Said Executor Head Holder of the Original Bill of Exchange whose Copy
Please to Have Written Under the said Bill of Exchange to Mr James Hall
Under the same Date and Amount Demand Acceptance and Payment of the same &
Contents Under Answer and be refused to Accept and pay the Amount of the said Bill
Drawn by the Deceased of the Drawer Mr Lewis Hammerton One Thousand and
Two Hundred Pounds of Salt Peter and the Amount of the Bill being only for a
Part of the said Salt Peter and the said Lewis Hammerton refusing to Deliver to the
said James Hall or his People the said James Hall does not think himself obliged
to Accept or pay the Amount of the said Bill until he has either received the
whole Quantity of the said Salt Peter or until he is Thoroughly Satisfyed that
the said Lewis Hammerton will Deliver him the remaining Quantity of
the said Salt Peter as aforesaid, And Particularly so as by the said
Lewis Hammerton not Delivering the remaining Quantity of Hundred Salt
Peter the said James Hall will Suffer or Sustain Considerable Damages
And the said Lewis Hammerton will Deliver the remaining Quantity of
the said Salt Peter to the said James Hall or his Order Insured Duly he will
Immediately after such Delivery Pay and Satisfy the Amount of the said
Bill of Exchange the whole Amount of the said Salt Peter

Wherefore The said Notary at the request of the said Messrs
Edward Hall Protested and by these Presents Do Solemnly Protest
as well against the Drawer and Indorser of the said Bill of Exchange
as against all and every other Person and Persons whom the same does shall or may
concern for Exchange &c Exchange and all Costs Charges Damages and
Interest Suffered or to be Suffered for want of Acceptance and payment of
the said Bill Which Done and Protested in Fort St George aforesaid the
Day and Year first above Written

John Sykes (L.S)
Not. Publ.

1782

Put under the Seal of the Province of
Virginia in Testimony whereof I have caused
the same to be Affixed and Signed the Day
and Year above Written

Done and Passed in Fort Pitt

Sworn at Fort Pitt
this 13th Day of October 1774
before me John Holland
Major

Petersburg 1st Novr 1774

Sir

Pray pay unto Capt. Thos. Hutchins
Engineer or order Two Hundred
Pounds Virginia Currency for
Expences in Surveying the Ohio
Pr Bill

Sworn at Fort Pitt
this 13th Day of October 1774
before me John Holland
Major

Petersburg 1st Novr 1774

Sir

Pray pay unto Capt. Thos. Hutchins
Engineer or order Two Hundred
Pounds Virginia Currency for
Expences in Surveying the Ohio
Pr Bill

Sworn at Fort Pitt
this 13th Day of October 1774
before me John Holland
Major

Petersburg 1st Novr 1774

Sir

Pray pay unto Capt. Thos. Hutchins
Engineer or order Two Hundred
Pounds Virginia Currency for
Expences in Surveying the Ohio
Pr Bill

1775

At the Court and Council Chamber of the Superior Council of Pondicherry certify that the Contents of this Record contained in [illegible] Pages are a true Copy of the Original Entry made in the Books of the Company in Consultation the 20th Day of October 1772 Before us Members of the said Council

Pondicherry Fort for the Company on this Twenty first Day of October One thousand Seven hundred and Seventy One

Jean de Leyritz

Laurence De Mezieres

Morton

I Jean Leyritz do swear that the Original and the Foregoing Language

Cadwallader Firth

267

At a Court of Judicature

Tuesday the 20th Day of October

Anno Domino 1772

Present

The Honble George Smith Esquire Mayor

Thomas Looney — Edward Harvey

John M.Pherson — John Sullivan

Charles Palmer — George Savage

Aldermen

Between James Hastings

and George Merchant Complainant

and Louis Monneron of Pondicherry

Merchant Defendant

The Court having read the Bond and Debt of this Day on

the Process of Attachment in the above Cause Complainants Bill

and Defendants Answer the Depositions thereon the Cross Complaint

Bill

184

Before the Corporation of Pondicherry assembled
Mr. Peter Isaac Leonard a Servant of the Honble Comp.
Keeper of the Warehouse of Sadras & Pondicherry
at the Request of Mr. Louis Augustus Hombard of the Town
of Mr. Pedro Louis Manuel Merchant of the Same
by a Deliberation of the Gentlemen of the Superior Council
Dated the 22 of January the Year 1791 Borrowed Sum
Sol. Pond. Sterl. at Prospect on the Gentlemen of Council
on the Ships the Bedford the 25 February 1791 Seventeen
Six hundred and Twelve Bales and Seven hundred and Ten
upon the Ships the Ostende the 25th Ditto 760 Bales
Quantity of 60000 Pounds measuring in the 5 Warehouses
the Quantity of 916 239 Pounds which remain to Compose
Darkness that of the above Quantity have been Delivered
Measure the 30th August last 390 Candys 29 Pounds
per Board a Danish Ships the 10 September following
to Wit 200 Candys which were Shipped on the 1st Ditto
Seven and the 2d October the present Month Two Hundred
Candys which have been Shipped on Board the Lucretia
Making 1090 Candys and 29 Pounds and that there remain
on the Plantations ready to be Delivered to the said Mr.

L.S

Mr. Peter Isaac Leonard Esq.
Keeper of the Warehouses of the Honble
Keep of the Seven Pagodas Comprehended Between
belonging to the Honble the East India Company
three undersigned Called to witness of every Contents
above Written in Act of Mr. Louis Augustus Hombard
Pondicherry Act and Consequence Every all Parties
as well as Engrossed as otherwise no further
Stamped Paper is used there in Testimony whereof
three Seconds and to these Presents the Common
Seal of the Town of Pondicherry the
of October the Year One Thousand Seven Hundred and

L.S

Leonard

1787

Costs as hereinafter expressed be Confirmed But as to say that the Appellants
Original Bill shall stand Dismissed and that the Appellant shall pay unto the
Respondent the Sum of Three Thousand Seven hundred and fifty
Pagodas from Fanams and Cash due Costs Page 93 50 & 94 32 Pagodas
and costs Incurred as more as shall hereafter become Due thereon until
full Payment be made and with respect to the Costs this Court doth think
fit to Order and Decree and doth Accordingly Order and Decree that the
Appellant shall pay unto the Respondent such Costs upon the Original
Bill of Complaint Defence and the Several Hearings in this Court and the
Costs upon the Cross Bill prosecuted in the said Court and this Court doth
further Order and Decree that the Appellants Petitioners demurrer dismissed
with Costs

D.C.

365

W. H. Craddock
Clerk

Filed 8th Dec. 1792.

To the Honble the Mayor
Court at Madras Patnam

Humbly Complaining Sheweth unto this Honble Court
Your Oratr Cohen Tassing of Triplicane reading at Cuddalore by his Attorney
William Tassing of Fort St. George Merchant That Nyna Pakshy Madras
Coperdes Naude Subscribed to Your Oratr in the full and Just sum of Forty
Pagodas Twenty One Fanams and Twenty Cash Current Money of Madras
Aforesaid or Eight Shillings for every Pagoda the sum of Fourteen Pounds and Four Shillings as will Manifestly
fully and at large Appear by a Translation of an Obligation and Account
Current thereof Annexed for the Inspection of this Honble Court to which
Your Oratr humbly refers and Prays the same may be Admitted as part
of this Your Oratrs Bill of Complaint AND Your Oratr further Sheweth
unto this Honble Court that he hath frequently and in a most Amicable manner
required Payment from the said Nyna Pakshy of the said Sum of Forty Pagodas
Twenty One Fanams and Twenty Cash But now it so it may please
this Honble Court that the said Nyna Pakshy Absolutely and wilfully refuses to
Pay the same and pretends Any Manner of Satisfaction touching the

Premises

186

Savage against Savage and Savage against John Savage &c.

To Costs and Charges of Suit Paid Lord Baltimore 30 Dec. 1771	20	4	6	By Costs recovered against	3	25	40
				By Balance Due	16	21	20
Pagoda's	20	4	6	Pagoda's	20	4	6

Fort Saint George 3. November 1771

Errors Excepted

Wm Savage Attorney to John Savage

569

Province Court

Tuesday the 24th Day of November

Anno Domini 1772

Present

George Smith Esquire Mayor

John M. Pherson George Savage and

John Holcombe Aldermen

Between John Savage at

Present residing at Cuddalore by his

Attorney William Savage of Fort

Saint George Merchant Complainant

and Agnes Apcar of Madras Coquette

Defendant

The Defendant being in Court and Acknowledging

the Jurisdiction of this Court and Submitting

himself to the Orders and Decrees and Debts Awarded by this Court

that

122

they become Due, and Payable, to the Several, and Respective Legatees and Your Orator Showeth further unto this Honble Court that the said Jos. Bernardo, Died the Testator, Departed this Life, and that the said Francisco de Seguiera Pinto proved his last Testamt, Codicil & Testamentary Executor, and Conveyance of which to Him the said Francisco de Seguiera Pinto, became Effected of the Sole Trust, and Management both as Executor, & the Testators Will, and also as Guardian, to the Legatees, and Your Orator, Showeth further, unto this Honble Court, that the said Francisco De Seguiera Pinto, Departed this Life, before he, had rendered Compete, and Account of his Trust, as Guardian to the Legatee, upon the Legacy, now due, to Your Orator, and that the said Francisco de Seguiera Pinto, Constituted and Appointed Maria De Seguiera Pinto, Widow, and Bona Conceiba the Executor and Executrix of his last Will, and Testament and they Proved Executor, and Executrix, did take upon themselves the due Execution, and Performance, of the said Testators Will by Reason the same, in this Honble Court, and it Probate was Granted to the said Executor, and Executrix Accordingly by Virtue, of which Probate, they the said Maria de Seguiera Pinto, Widow, and Bona Conceiba did Possess themselves, of all, and Singular, the Goods Chattels, and Credits, Belonging to the said Francisco de Seguiera Pinto Deceased, both on his Own Right, and as Surviving Executor to the Late Francisco Xavier Durand, and in Consequence of the said Maria de Seguiera Pinto Widow, and Bona Conceiba having taken upon them the Trust of Executor, and Executrix, as aforesaid they of Course to Your Orator, doth hereby Conceive, have also taken upon themselves, the Trust of Guardians to the Legatee of the aforesaid, Francisco Xavier Durand, Our now Accountable, and Answerable for the Several, and Respective Legacies, as they become Due, and Payable, to the Several, and Respective Legatees, and Your Orator, Showeth further, unto this Honble Court, That the Said Francisco Seguiera de Negreiros Xavier, Now Marquis de Wife of Your Orator, by the aforesaid Francisco Xavier Durand, in Consequence of the Said Marriage, to the said Agostha Marquis, late Xavier, and that he both Jointly, and in an Amicable Manner, Injured the said Maria de Seguiera Pinto Widow, and Bona Conceiba, Executor, and Executrix to Francisco Xavier Durand, who was Surviving Executor to Francisco Xavier Durand, by whom the said Legacy was Bequeathed to the Wife

of

1790

Dated the 20th July 1791

1793

1782

[illegible] and that the Legacy Bequeathed to the Complainants by the Complainant Sick [illegible] ought to be paid, together with
Interest to the Complainants, and also that there was a Sufficiency to pay all the
Legacies Bequeathed these Defendants Subject to the Judgment of this Honble
Court whether the Complainants Bill should and have Leave to the Complainants
and each of them as many other Actions Commenced for each Legacy. That Defendant
further Answering Say they deny that ever the Complainant did commence Actions
Suits or Actions against these Defendants in order to recover their
just Account of the Estate and Effects of the said Testator Xavier deceased
For Issue the Amount of the Legacy Bequeathed to her said Mistress
Mary, and the Proportion of Anna Maria and Rosa as aforementioned, for
Especially the Complainant Maria Regina Mary these Defendants would
have Commenced to Commence Suit of the said Demand being Unjust, and that
they Refer to the Answer to the Bequest to the Executors of the Will of the
said Testator touching the said Legacy left to the Complainants and
these Defendants Subject to the Judgment of this Honble Court secondly
The Estate doth retain to the Value of Fifteen Thousand and Sixty four
Pounds Twenty Six Farrows and fifty two Cents as aforesaid, as Appears by these
Defendants from the said Account Curtesy of the said Estate to Witness
and for Answer to this Part of the Charge Most Appearing to have been with
the Account Curtesy of the said Estate, and to the Most Amount
Declared Retain of Fifteen Thousand and Sixty four Pounds Twenty
Six Farrows Fifty two Cents remains due to the said Estate, and also that
these Defendants Account are not by any means Answerable to
the Complainant for the said Matters as they Have Acted and the said Executor
Deceased Xavier Durand as aforementioned Has been
Defendant Admit that Barbara, One of these Defendants, being
Lately Dead Intestate the Complainant Demanded of them the
Account and Payment Relative to the Estate of the said Francois Xavier
Durand and were Informed and Apprehended these Defendants Ought for
them Intestate Defendant Answered that he could not either Witness
Knowledge here, nor do any thing Further, but by such Persons Persons as were or
Were Properly Authorized or Empowered by this Honble Court to Intermeddle
with the Estate these Defendants would have nothing to do with the Estate
of the said Francois Xavier Durand, But the Complainant did not Demand
Payment of the said Legacy [illegible] as set forth in the said Bill of Complaint this

if

1760

375

Current

£ 18

Contra By Balance of the Account Current Delivered into the Rabbi Court of Madras ... " " 5101.28.2

Pagodas .... 5101.28.2.

£

766

Contra By Balance of the Above Account ... 301.5.2.10

Pagodas 301.5.2.10

200

The State of the

1765 August	2		

1763
March 30 By Ballance of the above Account 2627. 18. 18

By Amount which was Deposited on the 8th January
Last for Remarks on Back of the Excise Wagon
from the Bakers as appear on the Acct Current
Delivered with this Month's Card of Advice by the
Executors of Xaviers ..... 400. " "

2827. 18. 18

1763
March 31st By Land Salary and Arrival from Sundries ..... 473. 38. "
By Cash of Excise Received from Do ..... 247. 7. "
By Sale of Excise Wares ..... 36. " "

756. 3. "

Commission on Pags 756. 3. @ 5 p Cent 37. 25. 36

719. 9. 24

3546. 27. 34

396

Pagodas 3546. 27. 34

1763 By Ballance 2751. 28. 34

By Land Salary and Arrival from Sundries 328. 39. 56

By Cash of the Surgeon Rose Received from Mr Pedgrave
for Pay from January 1st to the 15th of this Month
being 6 Months ..... 50. " "

378. 39. 56

Commission @ 5 p Cent 20. 11. 38

357. 40. 18

Pagodas 3109. 26. 52

1763
March
Errors Excepted
Fort St George 31st August
Fra de Saporta Secretary

202.

D.r

1769
February 2d To Mr Brandingwood for Journeys to Gibbonstown
& Isle of Ely & back the Days before & after
& Attending at the Office of the Castle Court of
To Mowing Oppert for said Gibbons Delivery
& Sunday Limits

To Charges for said Gibbons which Bills had
Delivered being Sept 29. 32. 10. & Charges
Perfecting of which Sept 17. 34. 10. the
Costs is Billed for in the Decr Gibbons
into Court the Bottom

To further Charges made by Bills

To Charges in the Repairs of the House

To Bills

To Charges Riding & Journey to Dunmanbay

To Charges Subpoenaing Witnesses

To Clerk Court

To Ballymore

D.r

1768
June 30 To the Executors of Jos Tarrant Gibbons
to their Days & Journey to & from Castle
To Ballymore Delivered in the Tarrant Gibbons
Suit Costs to the Calendar Tarrant Gibbons
Suit Costs on the Ejectment for the Lands
Dunmanbay

C

The Undersigned Declare and Say that on August last having Received of the Reverend Padre Victor Successor to the Reverend Padre Bernardo Deceased Four Thousand and forty five Pagodas Twenty Six fanams and fifty Two Cash Appertaining to the Estate of Francisco Xavier Durand, and at the same Time which was on the Twentieth day of the said Month of August placed Two Thousand Pagodas into the Honble Company's Cash as Deposit of the Same and Covered on my Credit of the Will of the Deceased Francisco Xavier to be Delivered to the Same being of their Good Pleasure of the Court to Appoint Administrators to take that Decency on the Above Testator Signed St Thomé 29th August 1769

D

List of Papers belonging to Francisco Xavier which were found in the Custody of Francisco de Siqueira Pinto Madras 29th August 1771

One Will and Testament of the Deceased Francisco Xavier

One Inventory of the said Estate

One Account Current of Do

One of Do in the Portuguese Language

One Account Current of the said Estate which was Given by Padre Victor dated the 2d August 1768 to the Deceased Francisco de Siqueira Pinto the Balance of which being Pagodas 3045. 26. 52. Appears to have been Received by Francisco de Siqueira Pinto from the said Padre Victor

1768

One Do of Bills de Cazaria for Pagodas 2[illegible]

Forty three Bills and Receipts for Monies paid by the Executors of Xavier

Twenty Eight or Bills for Cash Rent of the Deceased & Monies Comprising

to Pagodas 70

One Do of Rent Comprising Thirty Nine Letters Godfrey del Rocho dated 23d August 1768

A Memorandum Respecting the Maintenance of the Deceased's Children Dated 20th December 1768

Two Sealed Cockeneny Sundry Expences & Orders by the Executors of Xavier

One Contract or Agreement Letters or Bills and Papers Relative to the Rent

If

B

Witnesses

Fernz. Ant.o Fernandez

Pedro DeLeon

Pablo De Villavicencio

A. Rodriguez

Vento reis do Sello do dito Anno do M.el Sello Corte e Sincoenta reis
pello Cartorio do dito Appenso a estes Defendendo tambem Cõ que
o Padre Bernardo Jacome de Siqueira Pereira Pessoa todos
Herdeiros do Defunto Francisco Xavier Braz Lima, e dando
Juramento elles forão Juramentados na forma dos Legados do dito
Defunto respondendo Para suas dezas, estes Defendentes Submetteram
se Juizo deste Honrado Corte. Estes Defendentes por Liberdade
De Themen, que elles forão informados que o Dito Padre Bernardo
Francisco de Siqueira Pereira tem entregado neste Honrado
Corte dous Inventarios, e Conta Corrente do Estado e Bens do dito Defunto
Francisco Xavier, e para haver Conta, que estes defendentes devem
Cumprir nella as Disposições do Defunto Francisco de Siqueira Pereira, que
Declarou que todos os Testamenteiros forão Juntando do Estado tirar a Conta
de Seus Bens Corte e Seus Pagos, Visto Cito forão nos, e Cobrados
Pertencia das Dividas quaes Cazas, e Terras, juntamente alhuns
De Alguns Seus, que se Pertendia for Demanda, abrangendo Bens
Estes Defendentes forão Cõ que o Padre Bernardo Francisco
Testamenteiros Pereira Siqueira Pereira Pessoa todos
Testamenteiros, Bens estes Defendentes forão informados Cõ que
Seus de Dito Testamento em Corte Corrente forão entregados neste
Honrado Corte, e do Francisco de Siqueira Pereira este Defendente
tem dado seu Direito de Testamenteiria, Cõ que Padre Bernardo
Francisco de Siqueira Pereira Pessoa, que tem sobre sua Administração
Testamenteiros estes Defendentes forão informados, e Cõ que
Bens
Defendentes forão informados Cõ que o Padre Victor de Siqueira Pereira
De Defunto Francisco Xavier Braz Lima de Bens do Testamento
do Sello Corte Secretario e Dito quando o Padre Victor, como todos
Defendentes forão informados entregou todos os Bens Creditos do dito
Francisco Xavier, ao mesmo tempo tem dado a Francisco de Siqueira
Pereira Pessoa Pagador Corte Corrente do dito estado e Balanço de qual
todos Defendentes Cõ que forão informados, de Sello Corenta Cinco
Pessoas Vento reis Secretario, e Secretario dois Cazas Dentro Cinco
das quaes Cazas em Madeira, e huma Cazas em Palha, das quaes
Sello Mil Pessoas Francisco de Siqueira Pereira tem Portuguesa
do Honrado Companhia, de Cõ que tem o Governador e Capitão das
Ordenanças Corte do dito Companhia e Conta da Sua, huma Cazas
Sello Corte Corrente Pagas que Secretario Mil Reis

Imperfeições

No 216

Manoel de Sousa de Sousa Mello Carneiro e Sousa Pagador do Ramo real
Companhia, Lambem os Quatro Cazaes mais Moradores no Sitio
Cocos e Abobreira cazado — Primeiros Defendentes dizem, que
Lempre o Qual que Sendo do dito Estado hum, ou hum e outro
qual quer para dar cuma Defensam a Pedro — Por isso elles Defendentes se Reha
Lem na Sua Forma Mandada Regulamento Por Sentença Remissam
Sob dellas Elles Defendentes Lambem dizem que elles decabiam contra os
Papeis do Francisco de Siqueira Pedido Sua mais declaração, em que alle
Cegou o Sedador de Sua Justiça Recebido a Summa de Trezentos Mil e Cincoenta cinco
Patacas Real em Sua Sentença, cuma cincoenta e dous Cazaes do dito Padre Victor dos
quaes Trezentos Mil Patacas deles Lempre tinha a Companhia, & ainda Pedindo
mais Remissal Certos Plano Quarenta Outros Qual quer Pessoa cuma Alumnas
Elles Para Reduzir Suas Negocios de defunto Francisco Xavier Summa
Cuma da dita declaração e, e Petitorio Vay Agora Reduzido pella Sua Justiça
dito Remissal Certo, aquelles dos Defendentes Pleo de cuma Adiantado cuma
Sua Parte dello Justa Reposta, O Original do qual Lambem Sua mais
Sado em dito Juizo Mando de Lento para cuma Pendazido a este Remissal
Certo Juntos cuma Regulamento —

Elles Defendentes Lambem diz que Lendo cuma do
Lo suas Lembranças, Juizo e Condicionado feito Sua Mujer Relação e Conto
Sua Herdeira e Cuma Testamenteiro do Estado do dito Defunto Francisco
Xavier, e Como elles Defendentes Mando Lemos Orto Pleo
Lentenciosa Para Reduzir aos Negocios do dito
Se Ignore Lambem pello dito declaração e Requerido
Segunda Feira que elles Lambem aos Dezesseis do
Cuma do Francisco Xavier, Sua Herdeira Dezejando
Sua Testamenteiro e Testamenteiro Condicionado
Sobredito a este Remissal Certo aos Autos Obrigado por Lei de Reduzir
Pello, Pois elles Defendentes Lambem Lamente espera este Remissal Certo
Sem o Cumprido da Ordenação que elles Defendentes Não cuma da Sua Sua
Mercê Obrigados dos Autos aos Negocios pertencente o Estado do dito
defunto Francisco Xavier Elles Defendentes aos mesmo tempo declara que
elles forão, estamos Lestes e Prompto para entregar os Papeis que ficão
em seu Poder pertencente ao dito Estado, ao quaes que Pessoa, ou Pessoa
Legitimamente Authorizado para Receber, e Lambem elles Defendentes Lambem
Cuma a Disposição de entregar por os ditos Papeis —

Sendo

Report

Mois Francs

1765 Juin 30 Par Balance De Compte Courant Rapporté au Grand Livre Folio [illegible] | [illegible]

Report

(5c)

1765 Juin 30 Par Balance De Compte Passif

Pagodes 3215.25.10.

Report

Pagodes 3215.25.10.

Report

Pagodes

1765 Juin 30 Par Balance De Compte Passif 2829.13.10

Pour quelques Pagodes reçues en Plus du Passif Remarqué Sous Folio Precedent par la Demande de Quelques Parens Pour Etre Mis au Compte Courant Particulier Subsidiaire de Dille

Pour Deniers Remarqué Compte Courant Madraste 600.38 2829.13.10

1765 Juin 30 Par Compte Subsidiaire pour Rembrs de Divers 473.38.-

Par Compte Subsidiaire pour Rembrs de Divers 245.10.-

Par Balance des Comptes qui Soy Rembrs de Divers 36.-.-

754.8.-

Comptes Subsidiaires Cloturés 754.8.-

Par Pagodes 2829.13.10

Dud

1765
Agosto

1768
Febro

Lº Seguen Pagodes ... 3546.27.34

Nade Mas

Lº Victor Cyprien Mifs Apart
Fa.z de Sgo.z Paixoto

215

Le Legre Pagodes ... 3566.25.24

Reste Report

Idem 2 Jeu de Balance ... 54.28.36

Idem 1 Jeu de Cuivre qui fut Rendu du Magasin
Pour Lagres de Cafre Commandé par Mr. du Sart
Pistagues Aga Pany Soldat du Jamin abbé Decedé
Morgue pour 6 Mois

Commis C. 5 pl Cent ... 8.39.36
4.1.38 3.5 fo. 40.18

Pagodes ... 3109.26.32

Victor Capucen: Mise Apost
Fre. de Spo. Peixoto

D

Liasso de Papeis do Francisco Xavier q Acabou com Inventario do Defunto Francisco do Espirito Santo Madeira 29 de Agosto 1771.

1. Inventario do Defunto Francisco Xavier Aprovado na Corte
2. Copy do Inventario do Estado do Francisco Xavier Defunto
3. Treslado do Conto Corrente do Estado do Defunto Francisco Xavier
4. Dito com Lingoa Portugueza
5. Conta Corrente do Liquido Estado dado Por Pedro Victor q diz ficou 8 de Agosto de 1768 de Recebo e Pagamento desta Conta do Rd. Pe Victor Pagl 3045.76.52
6. Conhecimento de Contos 8 Centos de 3000 Pagl da data de 12 de Agosto 1768.
7. Rol dos Pretos de Rezaria da Pagadoria 21 ho
8. Conhecimentos e Recibos por Diversos Pagado por Testamenteiros
9. Duas Cartas de Foro de Cazas que Sao 20 Pagadas
10. Treslado da Carta de Sesmaria de Christy Cardoso Joao Godfroy de Direito datada Do 25 de Agosto 1768.
11. Treslado da Carta Regia do Provimento dos 4 Coimaras data 20 Dezbro 1764
12. Treslado dos Cartas de Sesmaria Por Padre Bernardo de Prieto
13. Treslado outro Rolo de Pessoas de 4 Coimaras
14. Certidaõ do Rolo de Rezaria por Pedro Victor dos Ditos Cazas
15. Treslado da Demarcaõ dada por Defunto Prieto ao Reverendo Pe Victor
16. Treslado da Carta de Sesmaria Padeira Cardoso Estado de Xavier
17. Confirmaçaõ do Padre Luis Blanco por Pagadoria 100
18. Feytal de Escravos dos Mrs Machlins das 4 Cazas de

Ano 1771

The Petition of Francis
Antonio Morgado of Madeira Inhabitant
Complainant, to the Answer of Maria de
Jesus Prieto, [illegible] Braga Carvalho,
Executor, and Executrix Named in the Last
Will and Testament of Francisco de Jesus
Prieto Deceased Defendants

This Replyment, Made and at all times hereafter, saving and
Reserving to himself all, and all Manner of Benefit and Advantage of
Exception to the Many Errors, Uncertainties and Insufficiencies and
Imperfections, in the said Answer, Contained for Replication thereunto

216

B

Mayor Court at Madraspatnam

Tuesday the 8th Day of December Anno Domini 1747

Present

The Honble George Smith Esquire Mayor
John Holland — John McPherson
James Hodges — and — George Baker
Aldermen

Between Manuel Antonio Augusto of Madras Inhabitant Complainant and Manuel de Siqueira Pinto Widow and Rose Carvalho Executor and Executrix &c. of Francisco de Siqueira Pinto Deceased

This Cause coming on to be Heard and Debated this Day on the Issue of the Attorneys on both sides, and Reading the Complainants Bill the Defendants Answer with an Account Current, a Contract, a Declaration and a Set of Papers Annexed, the Replication, the Rejoinder Conferring the Pleadings Mutually Read by the Attorneys, and on due [illegible] had Thereupon This Court Doth think fit to Order and [illegible] Accordingly Order and Decree that the Complainant [illegible] Dismissed with Costs to be paid by the Complainant [illegible]

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining shewth unto this Honble Court Your Orators Manuel De Mendo of Madras Widow, That Whereas Your Orators some time before the Siege of Fort St George Lawful by Monsieur Lally

212

Filed 8th June 1772

And the Said Summoned as Servant to Mrs Ford Do Say himself and his Wife were Lawfully possessed of the Said Ground and Premises and that the same was conveyed to them by the Said Ford and that they have been in the Quiet Possession of the Said Premises for upwards of Twenty Years last past and that the Said Ford Did Sell the Said Ground and Premises to the Said Summoned and his Wife for the Sum of Twenty Pounds Sterling and that the Said Summoned and his Wife Did Pay the Said Ford the Said Sum of Twenty Pounds Sterling for the Said Ground and Premises and that the Said Ford Did Deliver up to the Said Summoned and his Wife the Said Ground and Premises and that the Said Summoned and his Wife have been in the Quiet Possession of the Said Premises ever since and that the Said Summoned and his Wife have Lawfully Conveyed the Said Premises to the Said Black Merchant and that the Said Black Merchant is now in the Lawful Possession of the Said Premises and that the Said Summoned and his Wife have not been in the Possession of the Said Premises since the Conveyance thereof to the Said Black Merchant and that the Said Summoned and his Wife have not Received any Rent for the Said Premises since the Conveyance thereof to the Said Black Merchant and that the Said Summoned and his Wife have not any Interest in the Said Premises and that the Said Summoned and his Wife have not any Claim upon the Said Premises and that the Said Summoned and his Wife have not any Right to the Said Premises and that the Said Summoned and his Wife have not any Title to the Said Premises and that the Said Summoned and his Wife have not any Power to Convey the Said Premises to any Person or Persons whatsoever and that the Said Summoned and his Wife have not any Power to Convey the Said Premises to the Said Black Merchant

820

of Ground by the Bound Hedges so that both she and others who were so Ordered
and did in Conformity thereto quit their Houses and Ground and erected Houses
more Southerly and their Ground Possessed by or on behalf of the Honble English
East India Company on Account of the Approaches of the French Army, the
Complainant Sets forth, were thereby Divested of any Property and
Claim to the Houses and Ground as Given up, and were only and Lia
Entitled to an Equal Parcel of Ground by the Bound Hedge those being the
Terms on which she Alledges both she and others were Ordered by the Governor
and Council at that time Presiding at Madras to give up such their Grounds
and the Terms on which they did give up the same, and as this Defendant
knows and has good reason to believe both the Complainant and others who
were Ordered to give up, and did give up their respective Grounds as aforesaid
upon Application for all the said Lands with the Complainant and others
who have Neglected Making such Application, which is another reason
why they are not Entitled to their former Ground that said they are Entitled
to, Consequently the Complainants Pretended Claim, and all the Ground
Pleaded by and belonging to this Defendant was never thought to all
Intents and Purposes as aforesaid having any Right or Title thereto for the
Reasons hereinbefore and her own Bill of Complaint Sets forth
with regard to what this Complainant and her said Bill Sets forth
being Understood, and all Things, and of her being Obliged to
and could not Afford to Rebuild her House &c This Defendant
Answer thereto Saith that Madras do by no means show that she
Can have any right to this Defendants Ground, and as to her being
for other, as that as said Complainant Pretended Claim, all the Ground
here Built Such and small Houses on the Ground Allotted them and
of their Many were Dispersed &c of Weeding to their Several and Respective
Circumstances, and this Defendant the Complainant might and Doubt have
been to have Lived and could Not have Got her own
to Eight Pagodas or three Pounds, And if the Complainant had
Really had such Title to the Piece of Ground she now Wrongfully Claims she
Suppressing the remained Satisfied about Eleven Years without making
Any Claim and to it having been never Viewed by Mr. Call to his own
Knowledge of it being taken away from him again by Mr. Call and
Complainant upon Complaint Several Speakings to him and her
this Defendant as this her Answer nothing of these
Matters

222.

337

22 A.

826.

B

Kanowall Mo

Know all Men by these Presents that I Salathiel Pelay
Writer and Attorney duly admitted to the Courts of Cyal Cayarck Do grant for and in
Consideration of the Sum of One Hundred and Fifty Pagodas
Paid by Salathiel Pelay Chetty Native Burgher of Jaffna
Burgher and Settler the said Salathiel Pelay Chetty
among our Lengths from North to South on the East Boundary
on the West side Twenty feet and on Breadths from
which Premises are Situated at Maratha Tavern
Between the Ground of Cyal Hawayan David and Cayadanga
Pelay and to Hold the said Ground and every part thereof with
Appurtenances Now belonging to the same and unto the above named
Pelay Chetty his Heirs and Assigns for ever I the said
from and against my Said and the Possession of Same for Ever
from Encumbrances Power Cayah this Letter of Indemnity Cayalaiyar
that Writing on the Sarkargar Langarge on Fryday the
Day of May One Thousand Seven Hundred and Seven

Witness

Witness

Salathiel Pelay Chetty

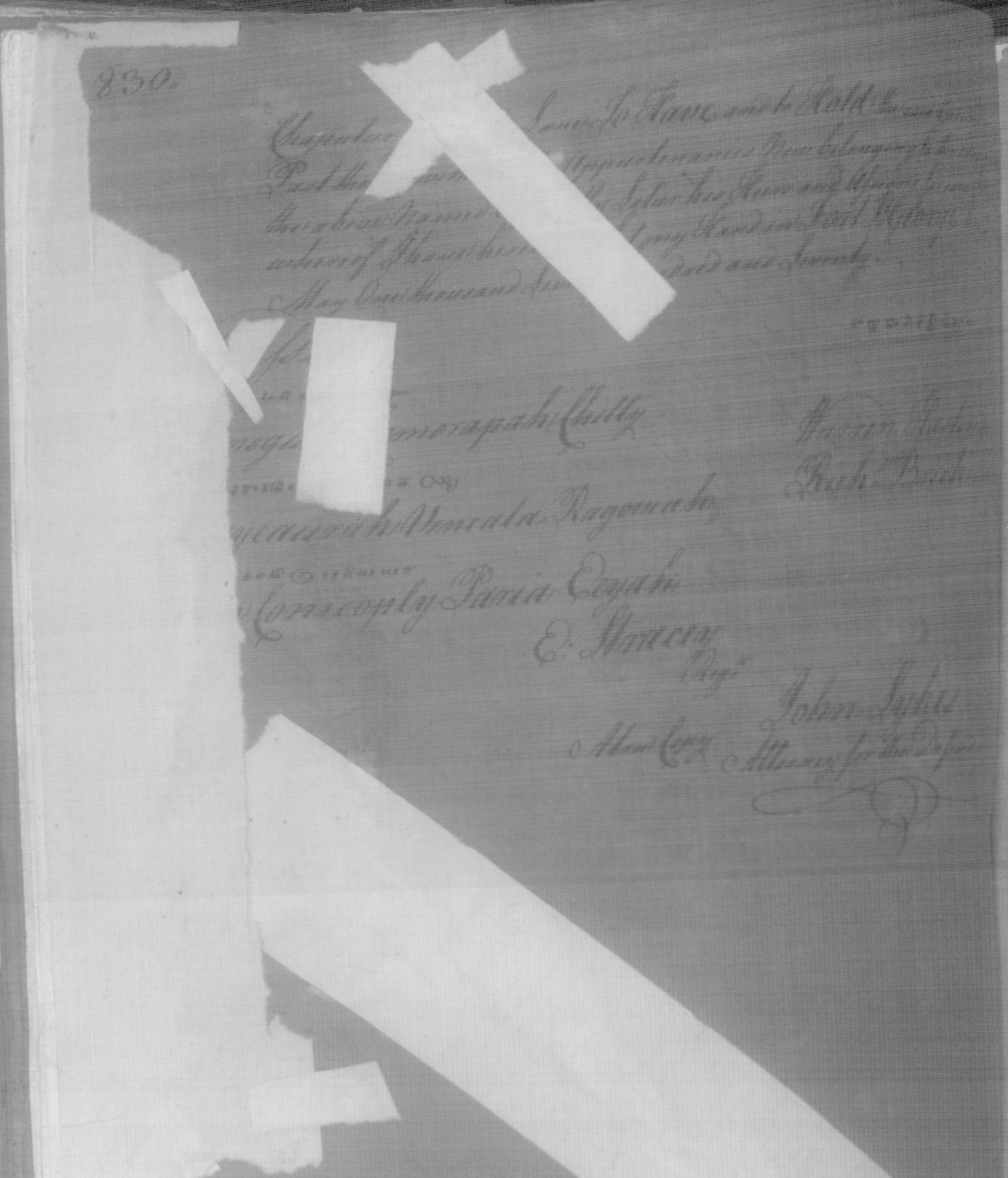
Kanowall Mo

Know all Men by these Presents that I Salathiel Pelay
Writer and Attorney duly admitted to the Courts of Cyal Cayarck Do grant for and in
Consideration of the Sum of One Hundred and Fifty Pagodas,
Paid by Cyal Cayarally Saturo Hawayan Burgher and Settler
the said Cayarally Saturo Power
of Attorney Containing on Length from North to South on the East side
Twenty feet and on the West side Twenty feet and on Breadths from
East to West Twenty feet which Premises are Situated at Maratha Tavern on
the Road Between the Ground of Hawayan David Cayadanga
Pelay

B 2 Be

N° 735

A

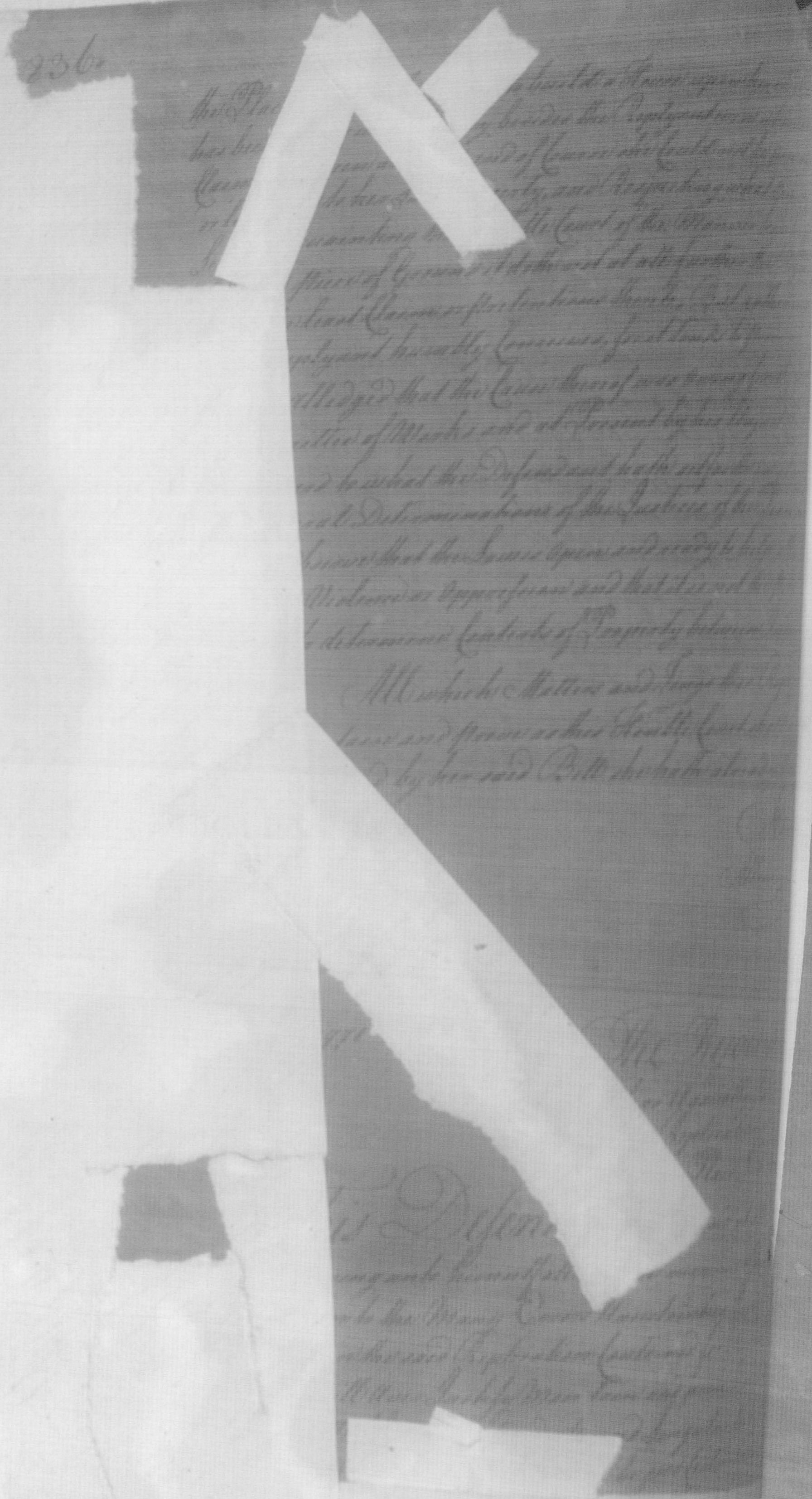


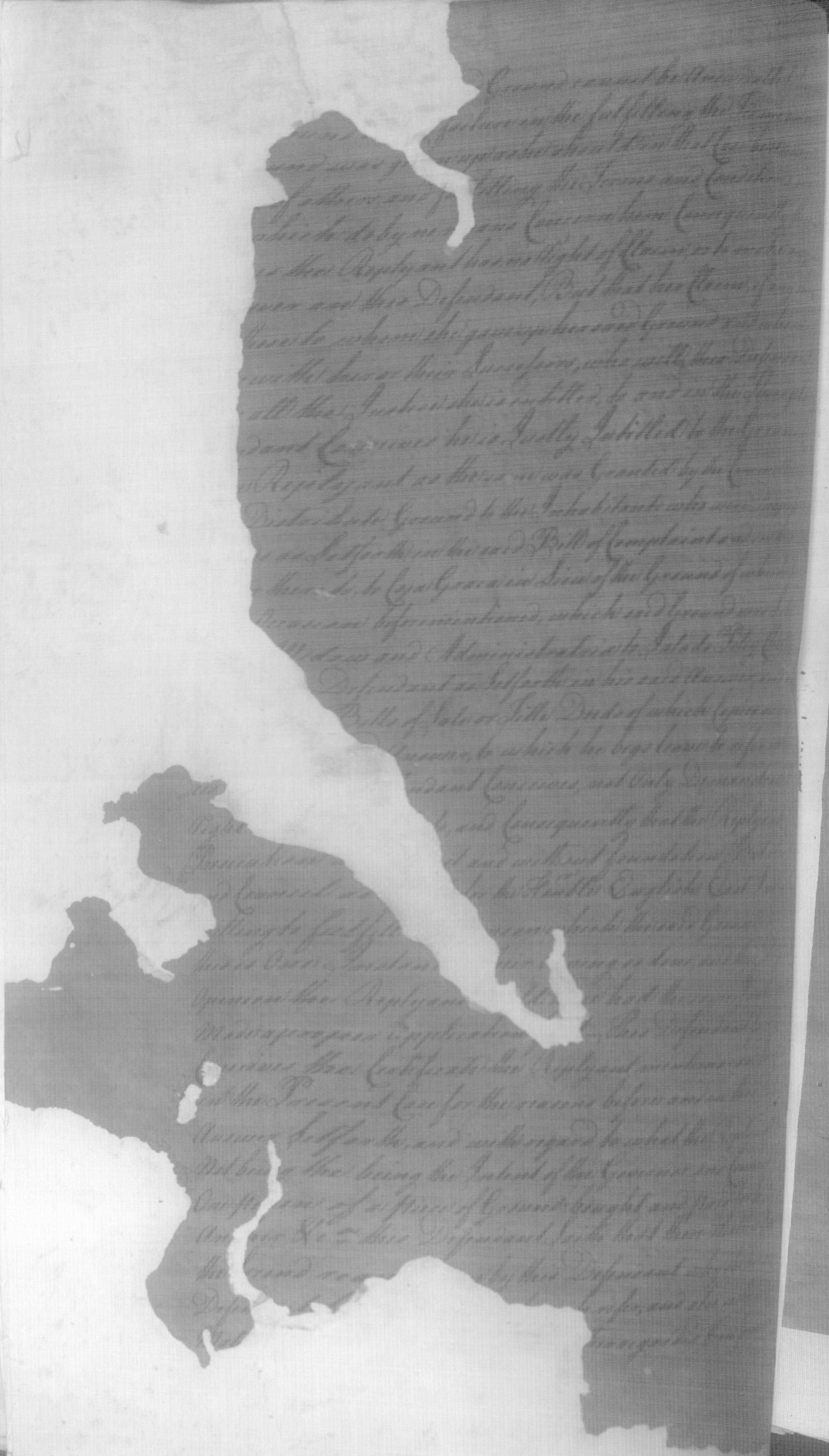
The Replication of Marcus de Mandeville Hudson to the Answer of Lyon Bequerelly to the Bill of Complaint of Thurwood Hamilton Hudson

This Replicant now and at all Times hereafter saving and
reserving to himself all and all Manner of Benefit and Advantage of Exception
to many Errors, Uncertainties, Insufficiencies and Imperfections in
Defendants said Answer contained for Replication thereunto saith that
he will aver and maintain and prove his said Bill of Complaint
to be true certain and sufficient in the Law to be answered unto and that
the said Answer is uncertain untrue and insufficient to be replied unto by
this Replicant and this he is ready to aver and prove as this Court shall
award and humbly prays as in and by his said Bill he hath already prayed
And this Replicant craves leave to refer to the said Answer of the said
Defendant Lyon Bequerelly when and where it shall be convenient and
necessary for him to do so and prays as in and by his said Bill he hath
already prayed

Marcus de Mandeville Hudson

and therefore Sufferth and Allo
Harbour Comman and Forc
Lords Smith that the Reply
Orfull Sufferings which the
for Magnet Cross &c as she
for Hire and Had her Occasion to Make use of
for Ballast to the Howse and Ground which the Reply
& his Consorts, Very good and clear and the Reply
Wyatt as this Defendant Consorts doe not agree
that the Reply and himself doe Suffer thereby and hath
the Sayes the Howse which was Built on the Cro
Cross was Among the Number of those Howses
by Order of the then Governor and Council and the
Members after which she with the other People
Crane were Ordered by the said Governor and Counc
Grounds and not Lines thereof to take an exact Survey
Lodge & Wharfe as this Defendant Consorts, sha
In which the Replyant and others pretend
having the Grounds Near the Bounds &
Defendant Consorts the Replyant and
Southern Seems were Divided of any
the respective Grounds and all they
Hill Round Hedge, shall bring the Cu
Grounds their said Ground
Consorts, have any Claime
Gardens or Gronage for ab
Defendant and others
Plaintiff and this Defendant doe say that the
Ground belonging to this
Severally Claime was the same which he abo
Gronage and that for the ensuing Legall reasons now
and this Defendant Said Answer Sufficient
Consorts were also before and to this said Answer Sufficient
Gronage this Ground in the way and for the Consideration
said Bill of Complaint shee Limited herself of an
Ground shee as Gronage for the Second place Suppos
this Ground should not by this Honble Court be D
Ought to Dismist him of the
where he it was
Defendant doth say





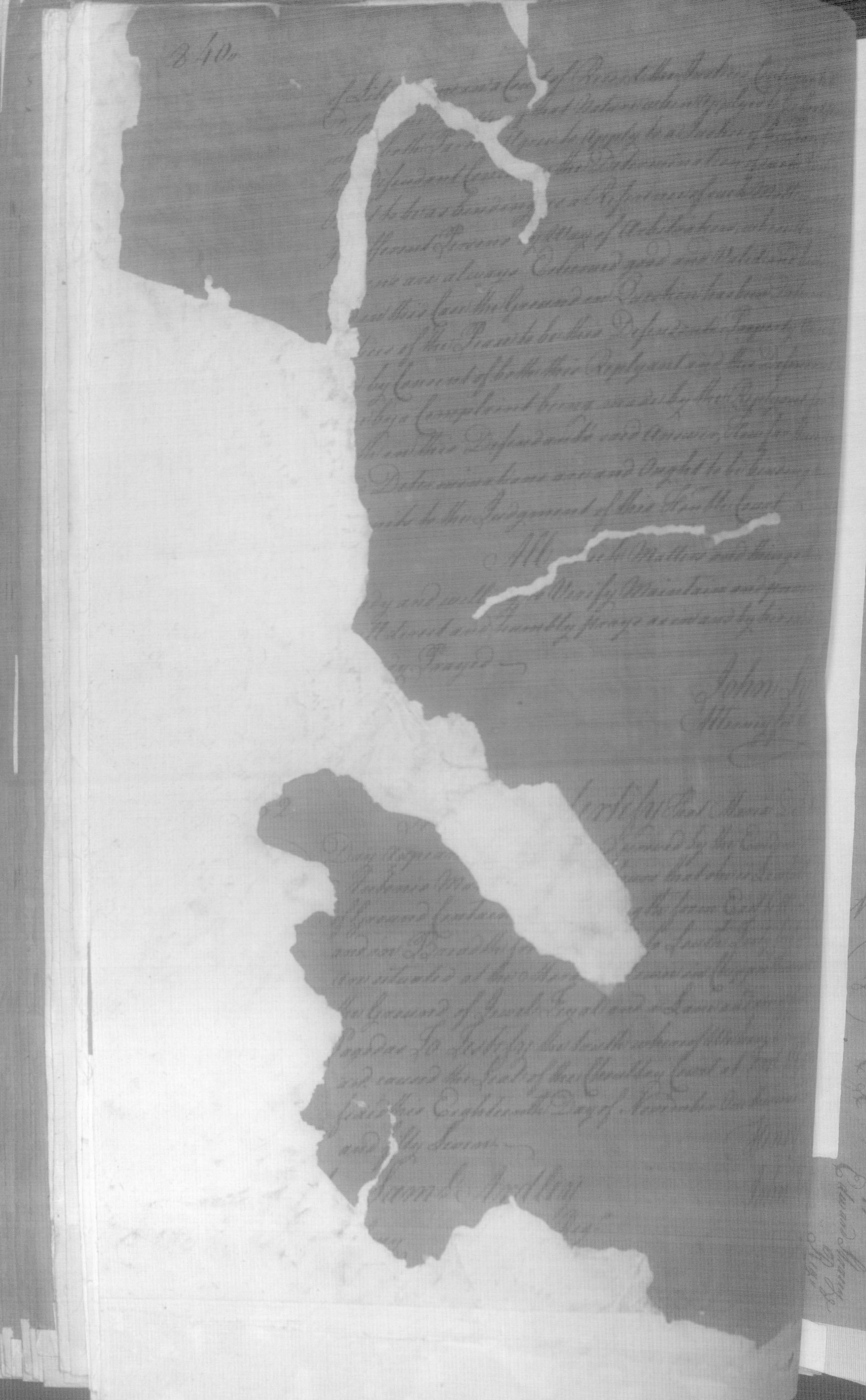
Edward

John Turing
Clerk

Edward

Thos Taylor
Regr

Know all Men



Mayors Court at
Fredricksdalonam }

Tuesday the 25th Day of September
Anno Domini 1771.

Present

The Honble John Holland Esquire Mayor
Thomas Pozzey — Edward Storey
Francis Fourdrin — George Smith and
John M.c Pherson — Aldermen

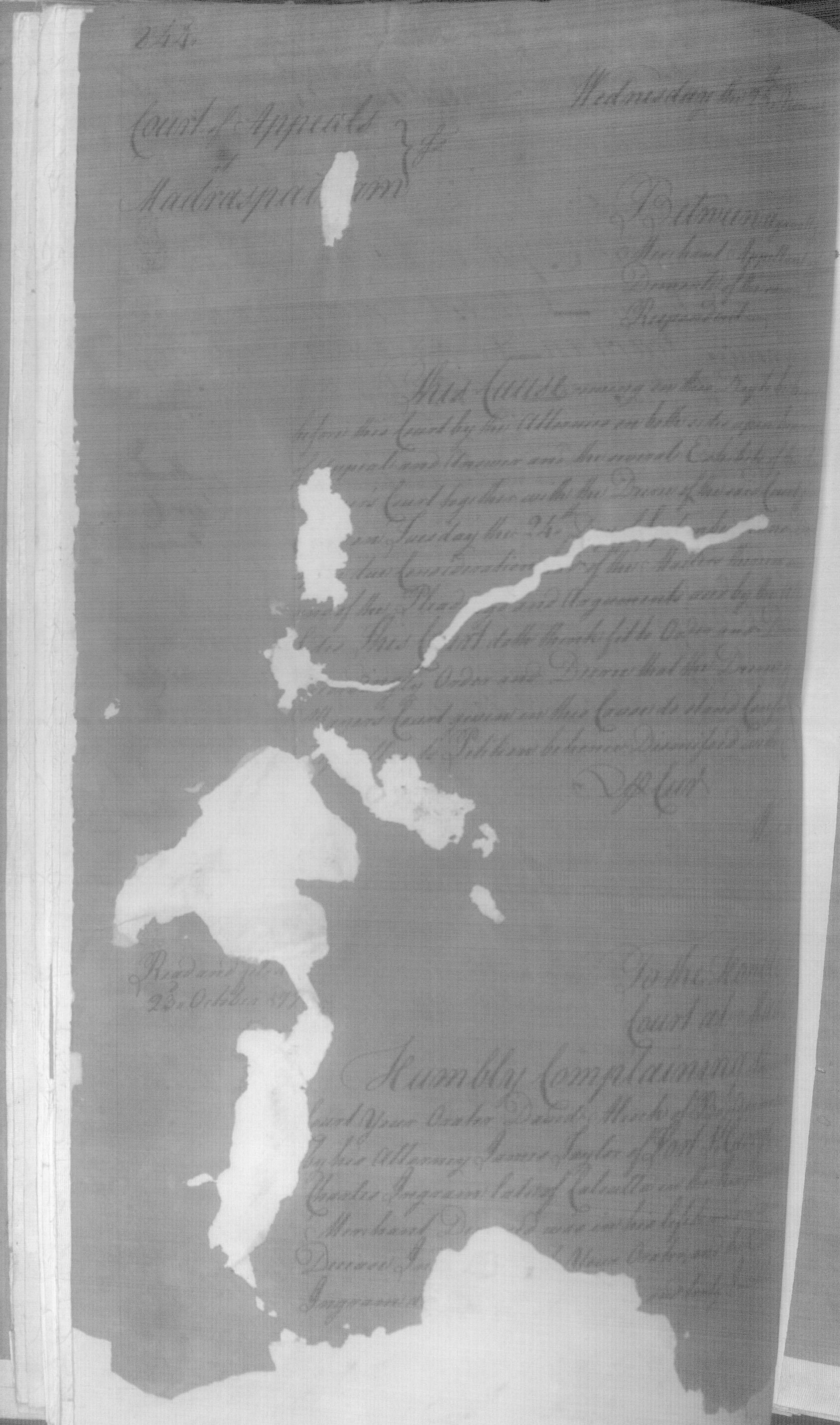
Read a Petition of Thomas De Mantes of
Fredricksdalonam Merchant and Cya
Attorney of [illegible] Merchant Dutch
Merchant Defendant

Read Called & coming and [illegible] Defendant this
Day in the Presence of the Attorneys on both sides Reading the Com-
plainants Bill, and the Copy of a Certificate
Person with Copies of a Certificate, and the
Replication the Rejoinder, One Certificate
from Exhibited on the Part of the
Were Read by the Attorneys, and Counsel
Happening to the Court that the Complain
Proof of the Contents of two Clauses to be Ground
Therefore this Court do fit to Order and Decree, and do
this Decree, that the Defendant shall put the Complain
Plaintiff and Lessee, and that the Defendant shall Pay
Costs of Suit

Read

242.

in the Sixth and Last Sum of Eight Thousand One Hundred and Three
Pagods and Five Pagods which at the Exchange of Three Hundred and
Twenty Arcot Pagods for One Hundred Pagods will make the Sum of
Two Thousand Four Hundred and Eighty Eight Rupees and Eleven Fanams
and Twenty Eight Cash and at Sterling Money Five Thousand
Three Hundred Eight Shillings for every Pagoda the Sum of One Thousand
and Twelve Pounds Eighteen Shillings and Two Pence to be
duly Answered Paid and Satisfied unto your Orator by the said
Executors of the said Charles Ingram deceased and which your Orator
Humbly Prayed might be Allowed as part of their Testator's Debts as by the
Said Petition and Answer thereunto relation being had may more fully
and at Large Appear And your Orator further Sheweth unto this
Honble Court that the said Debts arose by a Cargo
Consigned by your Orator for the Ships Pembroke Commanded by
Capt. David Reeve of which Ship the said Charles Ingram was and
Supercargo and Factor Abroad also for the Ship Dalhousie
Under the Command of Capt. Thomas Reeve and this
Honble Court Hath made their Decree whereby it is Ordered
that your Orator should be Satisfied and Paid his said Debts
out of the Effects of the said Charles Ingram and that the Executors
of the said Charles Ingram should Account before the Master of this
Honble Court for the Effects of the said Charles Ingram which
they should Receive and Collect and Pay the Same as by the
Said Decree Relation being had may more fully Appear And your
Orator further Sheweth unto this Honble Court that the said
Executors have Proved the Will of the said Charles Ingram and
have Possessed themselves of the Effects of the said Charles Ingram
to a very Considerable Amount and your Orator hath Applied to
the said Executors to Pay and Satisfy your Orator the said Debts
due to him as aforesaid but the said Executors Pretend that the
Estate of the said Charles Ingram is Indebted to Several Persons
in Bonds Notes Bills Sum or Sums of Money upon the Bottomry
Bonds and otherwise and Securities for Money belonging to and part of
the Estate of the said Charles Ingram and that they are Entitled to
Retain and Keep in their Hands the Effects of the said Charles Ingram
sufficient to Satisfy and Pay the said Bonds Notes Bills Sum or Sums of Money
and Interest due thereupon and that they cannot Pay your Orator
the said Debts due to him as aforesaid without Selling and Disposing
of the Effects of the said Charles Ingram at a Great Loss and
Disadvantage to the Estate of the said Charles Ingram and
Contrary to the Directions of the said Will and to the Prejudice
of the Creditors of the said Charles Ingram and your Orator
Charges that the said Executors have Possessed themselves of
Effects of the said Charles Ingram sufficient to Satisfy the
Debts due to your Orator and the Creditors of the said Charles
Ingram and that the said Executors have Sufficient Assets
in their Hands for that Purpose and that they Refuse to
Pay your Orator the said Debts due to him as aforesaid
Without the Directions of this Honble Court and that
the said Executors Pretend that the Estate of the said
Charles Ingram is Indebted to Several Persons in Bonds



Belonging to and part of the Estate of the said Charles Sargeaunt or such part thereof as may appear necessary to satisfy the whole of Plaintiffs said Demand with Costs and Interest as soon as the same shall happen to become due thereon And in Case it should appear that the said Charles Sargeaunt had only a Share or proportion in any such Bonds Notes or Securities for Money that may be there or proportion thereof may in Case of Deficiency of other proper[illegible] Defendt ought and justly to Your Orator as aforesaid and that the said [illegible] Majesties Writ may also be Decreed to pay all Costs of this Suit

May it please this Honble Court to Cause the said Andrew Kinsdell to be Summoned and Required by the Sheriff of Ford St George Clerk of Inquests and the District Attorney personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Limited and Appointed there and then to Answer this Your Bill and Stand abide by such Order and Decree

[illegible]

Peter Sykes
Attorney for the Complainant

[illegible]

Ford St George
Mayor

The Estate of Charles Sargeaunt in Account with Andrew Kinsdell

	£ s. d.		£ s. d.
To Patterson's Account	2066 13 4	By Balance	2532 11 8
To Account of Interest on Do from the 1st Feby 1769 to the 15th October 1770	156 9 8		
To Cash of Peter Stevenson transmitted per Sundry Accounts	309 5 0		
To Cash Received on Do from 15th Octr 1770	300 0 0		
To Balance	2532 11 8		
	5232 11 8		5232 11 8

Ford St George 15th Octr 1770

Errors Excepted

Peter Sykes
Attorney for Andrew Kinsdell

2nd Co.

Cargo proved by the Complainant and of Freight for Goods brought with the said Ship Success back, and that the Estate of the said Charles Ingram deceased is entitled to a Three Quarter part of the Amount of the said Balance of Eight Hundred and Eighty Nine Pagoda Twenty Six Fanams and Sixty Nine Cash or Thereabouts a Three Quarter part of the Amount of the two Bonds before Mentioned when the same were Exchanged, and further the Defendant begs leave to shew unto this Honble Court that the Reason the Defendant is unwilling to comply with the Demands of this Complainant and the Estate of the said Charles Ingram deceased, is because the said Ship Success when the said Defendant did purchase the said Ship as aforesaid was Leaky and Rotten and not worth Repairing, and the Defendant was Informed by the Carpenters of the said Ship for the Purpose, that Repairing the said Ship would be Attended with a very great Charge and Expence, and the Defendant Considering the same to be a Bad Purchase did Determine not to Repair the said Ship, but to Sell her as she was, and Accordingly Advertised the said Ship for Sale, and Sold her to one Mr Thomas Hamilton of Calcutta Owner of One Three Quarter of the said Ship for the Sum of Rupees for all which the Defendant Brought at Pondicherry to Account for the said Effects before mentioned and all Just Allowances as this Honble Court shall be Pleased to Direct and Order

All which Matters and things this Defendant is Ready and Willing to Verify and Maintain as this Honble Court shall Direct and Humbly Prays to be Dismissed with his Reasonable Costs and Charges in this Behalf sustained

Sworn before the Court
this 3d day of March 1773

Thos Pomeroy
Alderman

Anderson
Attorney for the Defendant

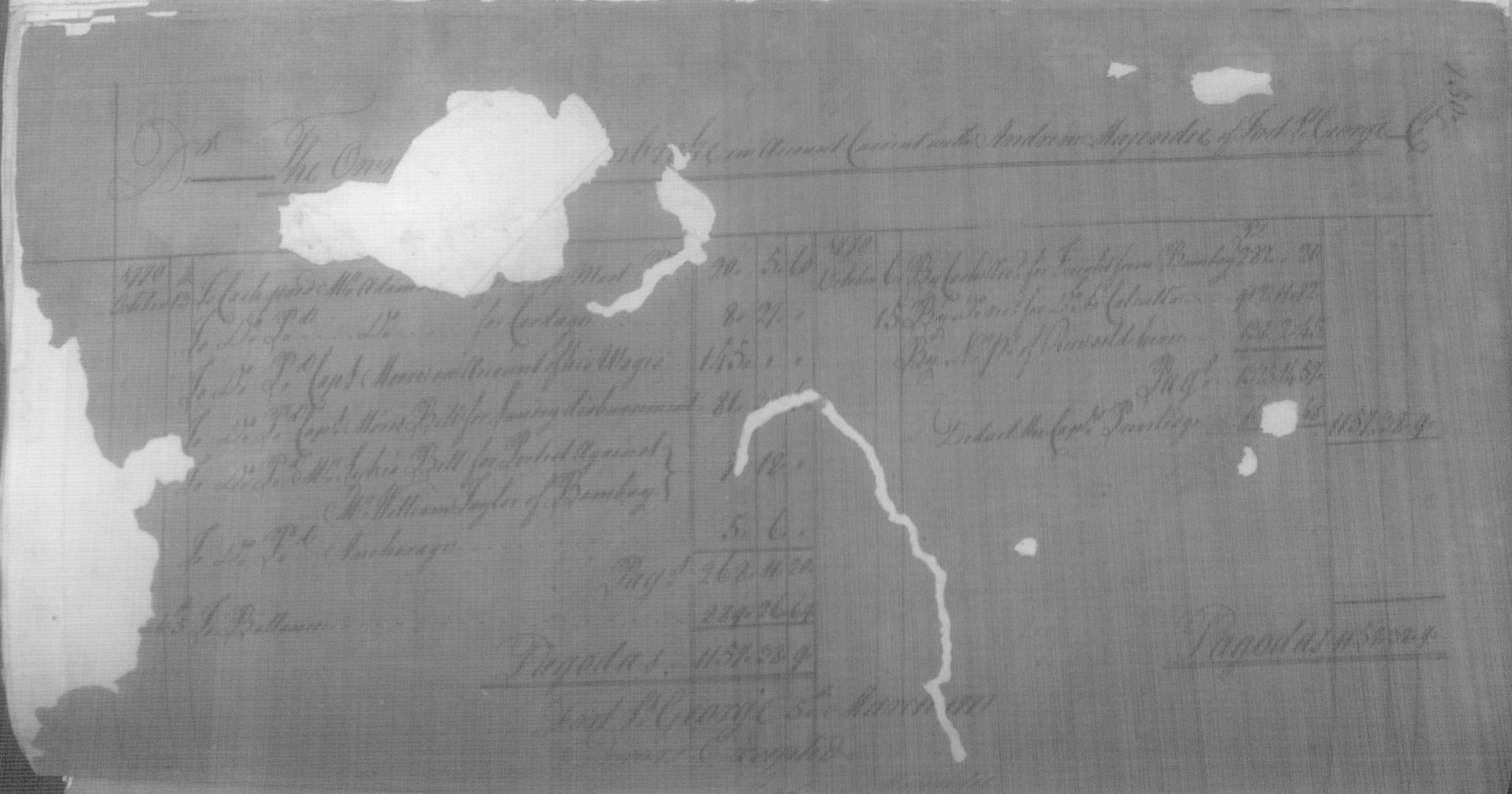
242.

Ward and Letts
8th November 1771

Filed 2 Feby 1795

The Replication of David Meeks by his Attorney James Taylor to the Answer of Andrew Magruder

His Replicant coming into Court and protesting that the said Answer and Replying and Replication made and Answer of the said Andrew Magruder is very uncertain Insufficient and Evasive and not Sufficient in Law to be Replied unto by this Replicant and for Replication thereunto or to the Confession and Avoidance and Matters and things therein contained in Manner and Form as the same are therein and thereby pleaded and Answered unto Doth Say that he this Replicant doth not nor will not Admit any of the Matters Allegations or things in the said Answer contained to be true in such manner and Form as the same are therein and thereby Alledged and Answered and this Replicant is ready to Averr and Prove his Bill of Complaint to be true and Sufficient in Law for the said Defendant to Answer unto and that the said Answer is very Uncertain and Evasive and this Replicant further saith that as this Replicant Doth Suppose the said Answer to be Insufficient in Law to Answer unto and for that the said Answer and Matters and things therein contained are Impertinent and Scandalous and Contain many Impertinent Scandalous and Unnecessary Allegations and Charges and Matters and things which this Replicant is not Compellable to Answer unto and which Ought to be Expunged and Taken off the Files of this Honorable Court and for that the said Answer Contains many Exceptions to the Bill of Complaint and Answer also Pleads and Relies upon the Statute of Limitations and Prays the Benefit thereof as a Bar to the Relief prayed by the said Bill of Complaint and for that the said Answer Contains



1 1753

Messrs Andrew Ramsay and David Fell

Gentlemen

As You are well Probably Acquainted with the
Transactions between Mr William [illegible] and David Moreton
Behalf of the Owners of the Ships [illegible] not recommend
Gentlemans Behaviour but [illegible] Judge how Distressing
Situation, and as we know we [illegible] at Bombay whom we cannot
us for the Recovery of Our [illegible] We hope You will be Diligent
Cause the Speedy recovery thereof regarding that You will Remember
Answering You shall You [illegible] upon this Occasion will
with the Utmost gratefull [illegible] You Part Answering
Therefore on Your Readiness to oblige us Whereunto Send You an Order to Mr
Forgot Sundial to Deliver up to You, Two Bonds of Mr Taylors which are left
in his hands by Capt Moss, After You have got Possession of those Bonds,
You will Take such Measures with Mr Taylor as Your Prudence shall
Dictate but we beg leave to hint that we would not wish to Compel him by
Law until You have found every other Method Ineffectual, he promised
Capt Moss to pay off his Bonds either in Money or Goods, on Credit
Pondicherry remitted to Bombay there [illegible] has been sold, but if he should
offer any Goods that You think Saleable either here or at Bengal, You may
take them Current Prices at Bombay and ship them by the first Opportunity
for Madras Consigned to A. Majendie, if to Bengal to Mr Moss
Attorney of Mr Taylor should pay You any Money, You will please
to remit it as soon as possible either on Bills or Goods as You [illegible]
Safest, as we shall Vouch for [illegible] Commission and the Exchange
Owners and joining as in the Power of Attorney we
any Objection to Your Putting Mr Taylors Bond in
Your Possession, but we Apprehend that You must
the Owners, and if You receive any Cash Leave it
Owners Particularly as Mr Taylor, who died
Consigned has been indebted to
of 8000 Rupees current the Year 1760 for Cargo

We hope You will favor us with an Answer as soon as You have
had a Conference with Mr Taylor on this Subject which will enable
Us

Gentlemen

Your

252.

This Cause coming on to be Heard, and Debated this Day on the Pronouncing of the Allowance on both sides, Upon Reading the Complainants Bill, with the Joint Report and Consent Answer of Defendants Answer with an Amended Answer [illegible] Replication Rejoinder, Dues Exhibited and [illegible] Complainants Bill Reading Whole Use of Both Allowance, and on due Consideration had Thereon. This Complainant having founded his Demand against the Estate of Chandler, [illegible] demand, and no One Appearing on the Part of the said Estate to Allow of or to Contest the same, and the Court being of Opinion, that the Acknowledgements of the Defendant with respect to the Quantity of the Debt, and the Manner in which it arose, are sufficient for them to give a Decree in favor of the Complainant This Court doth therefore, Humbly set the Order and Decree, and doth Accordingly Order and Decree that the Complainants Bill shall stand Dismissed with Costs

Dft Cur

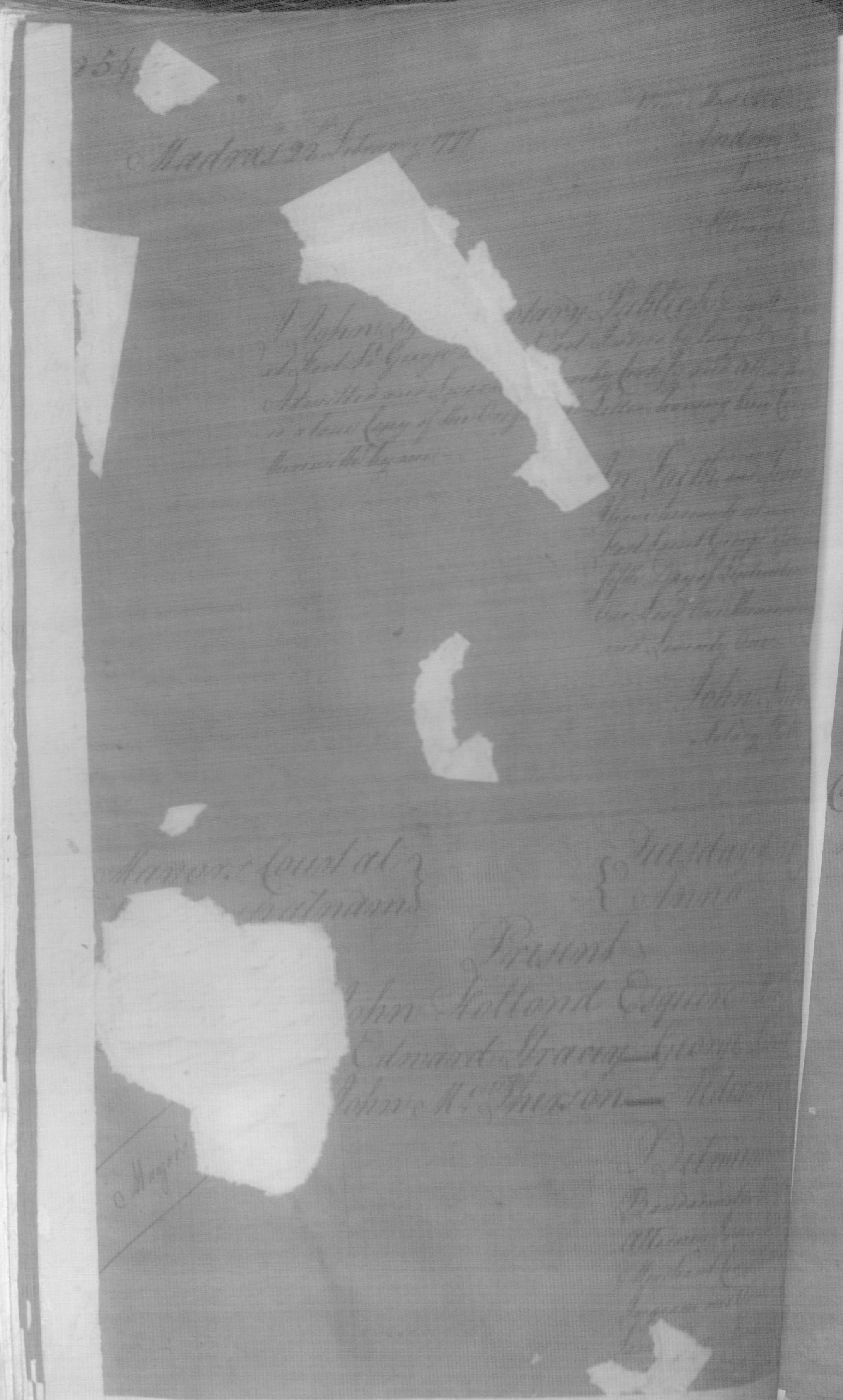
Court of Appeals
Chancellors } Jr.

Wednesday the 25th November 1793

Between David Hook of [illegible]
Lord St George Merchant Appellant
and Andrew [illegible]
and Mary [illegible] Respondents

This Cause coming on this Day to be Heard before this Court by the Allowance on both sides upon the Joint Appeal and Answer and the several Exhibits of the Appellant to the Mayors Court together with the Decree of the said Court and the Cause coming on Tuesday the 29th day of October Anno Domini [illegible] upon the Consideration had of the Matters therein contained and of the Pleadings and Arguments used by the Allowance on both sides This Court doth Humbly set the Order and Decree and doth Accordingly Order and Decree that the Decree of the Humble the Mayors Court given in this Cause be and is Confirmed and that the Appellants Petition be thereof

Dismissed



To my Wages as Volunteer on board the Neptune
for 21 Months @ 12 Rupees per Month ... Rupees 252 ... ...

Rupees ... 252 ... ...

To Ballance as per Contra Rupees 182 Cash
@ Rupees 350 per 100 Pags is Pagodas 52 ... ...

Madras 11th Sept. 1790
Errors Excepted
Luis
Salvador + De Souza
Marks

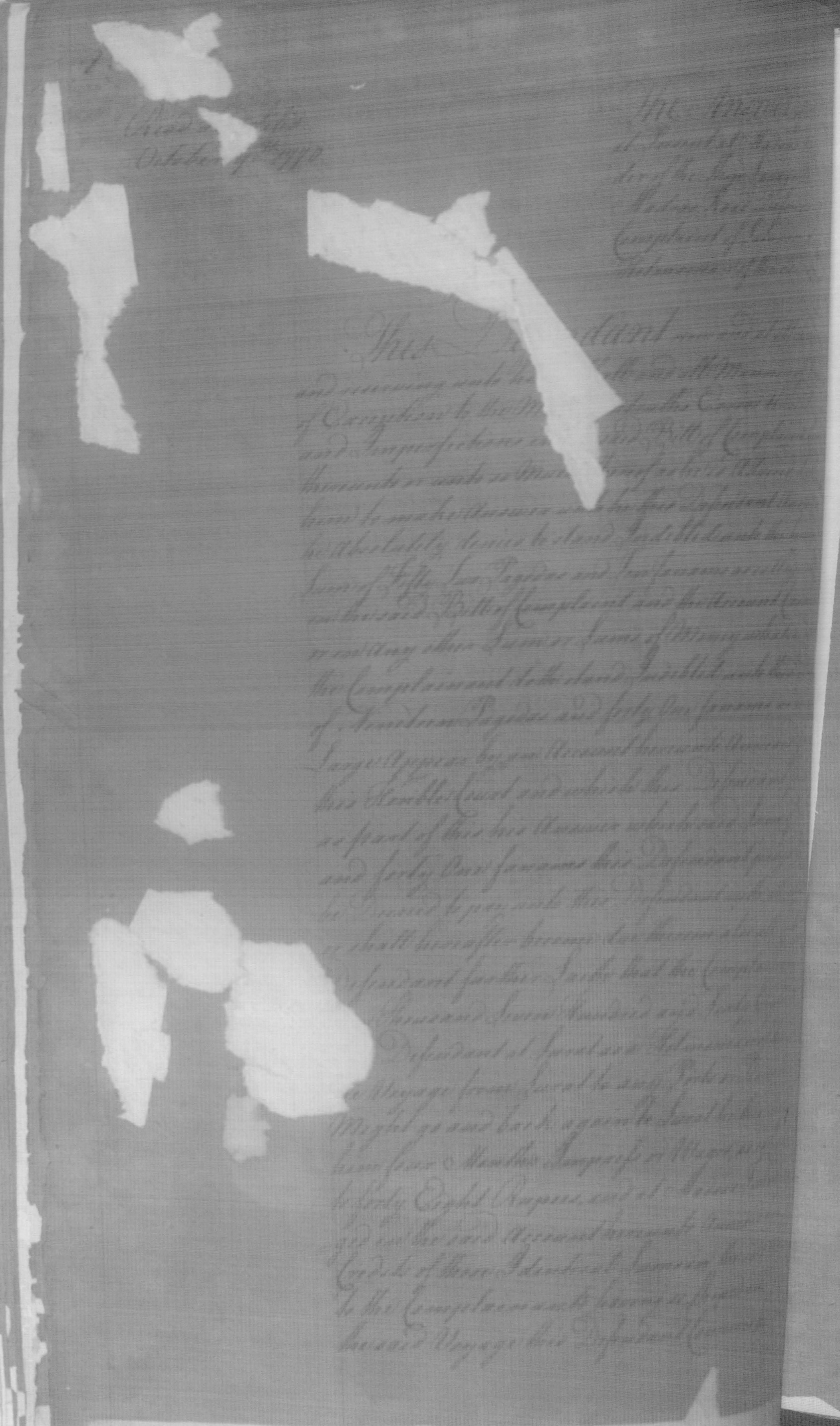
By Cash Received at Sea ... 48 ... ...
By Do ... at Madras ... 21 ... ...
By Ballance Due ... 183 ... ...

Rupees 252 ... ...

Read and filed
10th September 1770

Carlson Entitled to his Wages until he has fulfilled
his Engagement with this Defendant which he was
until the said Ship Savage Arrived at Surat if he has not been
the But more particularly so as the Complainant has Quitted the
Said Ship Savage without this Defendants
same other Ship already this Defendant
the Complainant has forfeited
and had to his Wages had he
Ship Savage until the same
Served and as he has
to this Defendant for
said Voyage as before
Entitled to have for his Wages and Liquor Money
Just & and for which he has as Humbly Prayed this Defendant
this Defendant further begleaves to Recommend to this Honble Court of this
Honble Court the Complainants having on the Eleventh Day of this present
Month of September Sworn to the Contents of his pretended Demand and
that he believed this Defendant was about to Depart from the Jurisdiction
of this Honble Court in Order to Obtain a Warrant of Arrest to Arrest this
Defendants person whereby this Defendant would Actually have been
Arrested and Imprisoned in Bail, whereas for Sworn this Defendants
Expressing that Jurisdiction of this Honble Court, as should have been
the Case to have Authorized the Complainants Unjust Illegal and
Unwarrantable Proceedings Against him he is still within the
Jurisdiction of this Honble Court This Defendant Conceives that as
Commander of a Ship is liable to be Arrested and Detained under
for Debts where the Ship goes or at whatever he has
by the Mariners and People who are or Ought to be
her and Ought to be Watching and Assisting
to Make her Safety and the Speedy Conclusion of her Voyage
for and might be of Many Dangerous Consequences both to
the Ship, the Owners, Freighters Insurers, Respondentia
Others Concerned therein Matters of this Nature having as this Defendant
Conceives from the Laws and regulations and Affairs of this Port Appear
and to the Legislature in their Light, Laws and regulations have been
wisely Made to prevent such bad and Dangerous Consequences which
this Defendant humbly hopes and Doubts not will be Enforced both
in this Case and in every One of the like Nature and that this Defendant

will



The Replication

Cæsar Harrison, late

Savage's Complaint and

Allenborough

of said

This Replicant

Exception to the Defendant's said Answer for Replication Saveth

that all and every the

Complaint alledged said he

Sufficient and

Answered doth

the same and Manner

Answer of the said Defendant is uncertain and Insufficient in the Law to

be by this Replicant Replied unto for divers Manifest Imperfections and

Uncertainties therein Contained; this Repliant Benefit of Exception whereunto

doing now and at all times said to this Replicant this Replicant for

further Replication saith, that he Repliant the said Defendant Doth

and Ought and truly Indebted unto him in the full and Just Sum

of Two Pagodas and Ten Fanams, as already set forth and stated by

the Replicant in the said Bill of Complaint and the Recited Account

thereto annexed and this Replicant Doth aver he is indebted to the said

Defendant in the sum of Nineteen Pagodas and Thirty Fanams or in

any Lesser Sums of Money whatsoever this Replicant further saith that

he Imployed himself with the said Defendant at Least two Months of

December which was in the Year of Our Lord One thousand seven hundred

Fifty and Sixty Eight, In the Service of a Certain Major or Repair Called the Sau

Fanam and was Master or Commander at the Mentioned Fala

Port Royal Rupees and as also the Wages Customary Due to the

the Harvey before the Departure of the Ship for the Place where they were

Taken in Sum of Money or Prepared to the Defendant upon Account

the Passage or Wages from Port to Port by this Replicant and Rupees

the Sum of Forty Eight Port Rupees Advance, and for which Sum

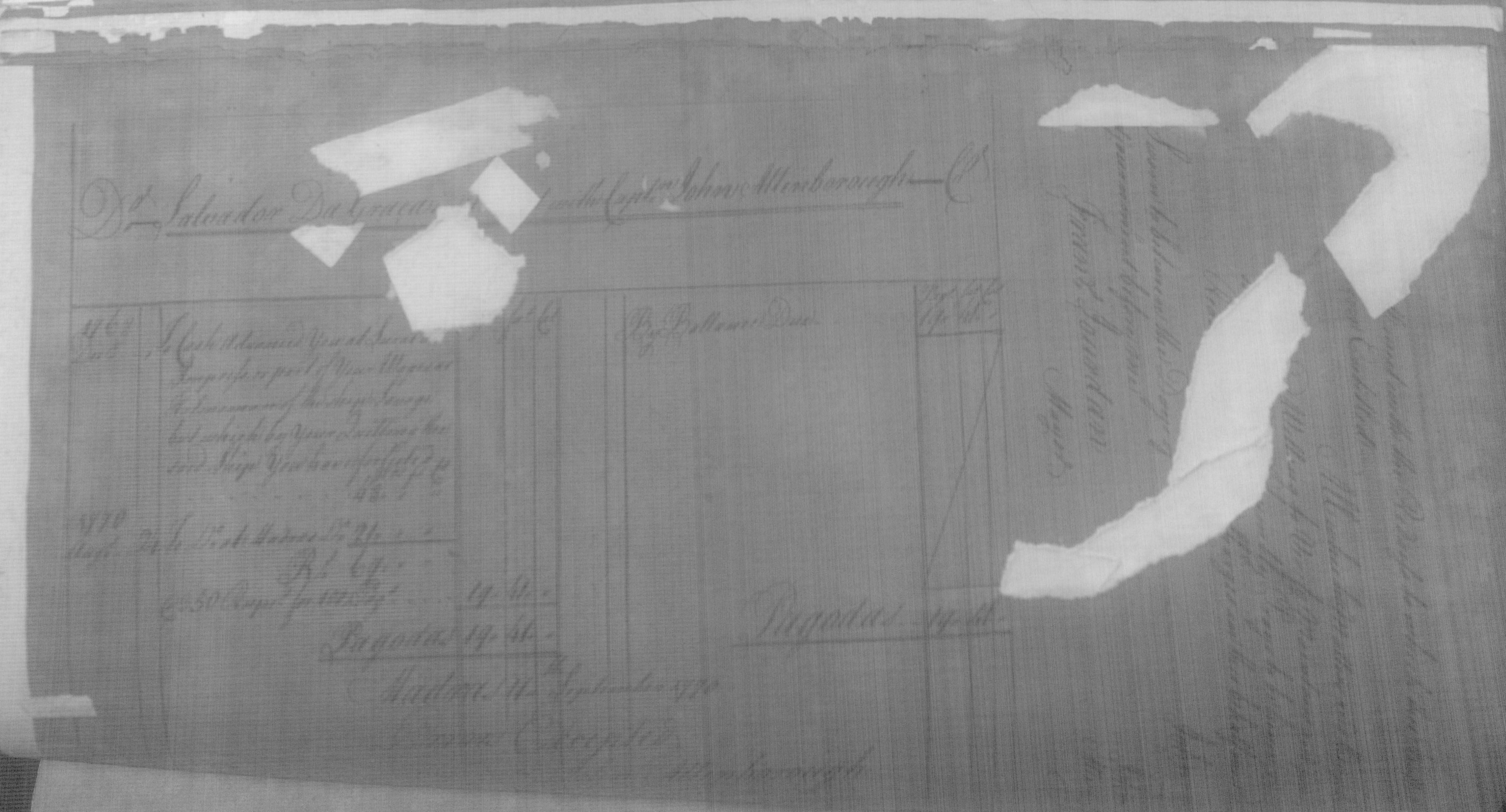
Just Credit is given the said Defendant in the Recited Account annexed

to this Replycard and Bill of Complaint this Replycard further

saith that the Power Did Make any Agreement whatsoever with the

said Defendant either in Writing or Otherwise that he should Continue

for



Day of September Last to Serve to the Sessions of the
for Defore the said Defendant was Bound to Depart
Station of this Honble Court from Virginia Aforesaid
and Would Sail on Some Day Especially
was ready for the Law and Order given to get all
Last Depe, and as the said Defendants against
for Illegal and Unwarrantable Proceedings
Court will Prove to the Contrary The Replicant further saith that the
the said Defendant Master of Relation to the Commencement
Finding a Commander being Arrested by the Mariners and Work
Cause and Cause and Cause of them But what ought Generally Remedied by the
the Defendant

Duty to Keep Maintain and prove as this Honble Court shall Direct
and Humbly Prays as in and by his said Bill he hath already Prayed.

Daniel Sharp
Attorney for the Replicant

Filed
Nov 1770

The Rejoinder of Robert
Attorney for Mariners and Commander
of the Ship Savage to the Replication of
Salvador De Grava Master late
Defendant to the said Ship Savage

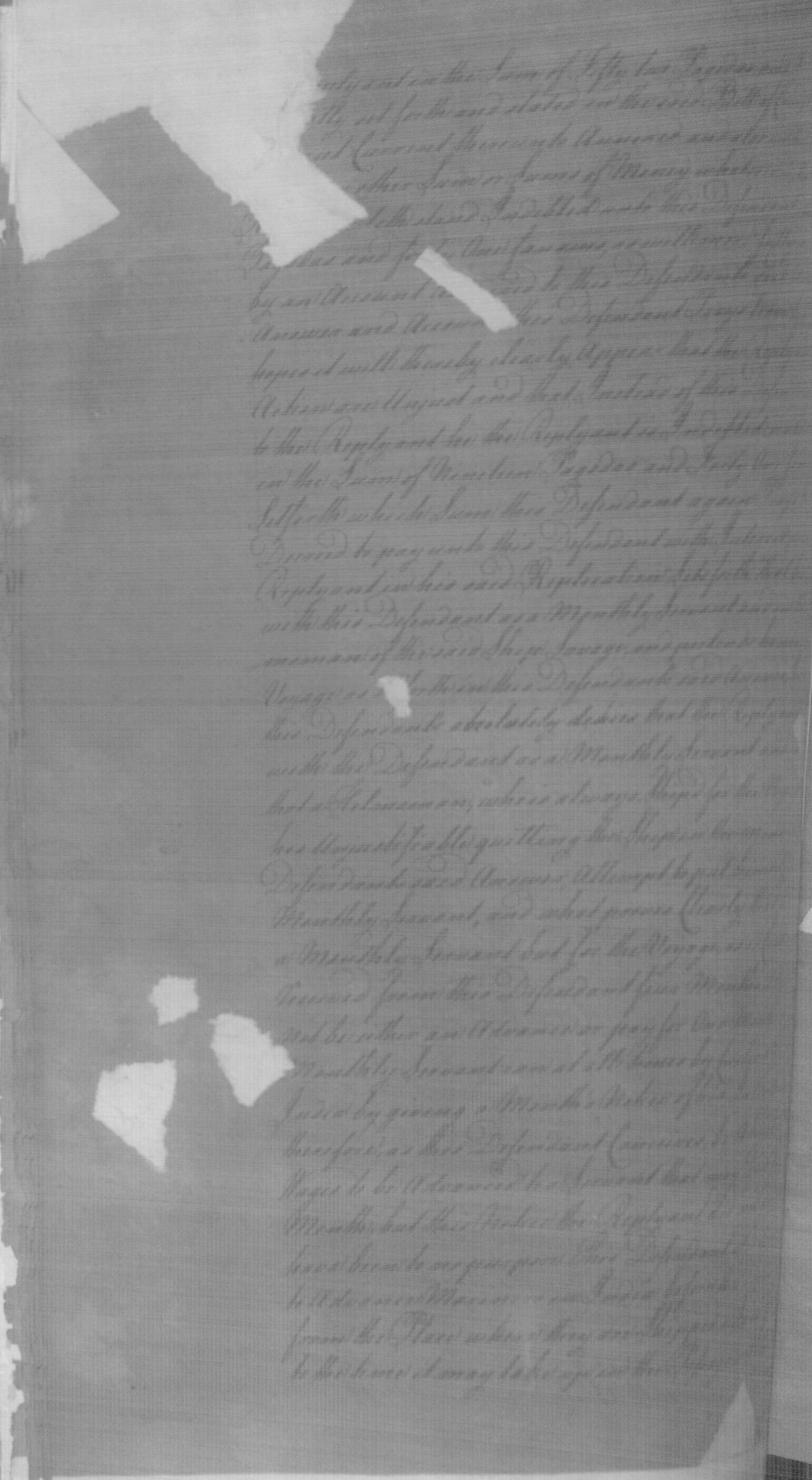
Defendant Now and at all times hereafter saving
and reserving unto himself all and all Manner of Benefit Exception
Exceptions to the Many Uncertainties Errors Insufficiencies
and Imperfections in the said Replication Contained for Rejoinder
thereunto Saith that he still Does Insist for Maintained and prove his Answer
to the Replicants Bill of Complaint and all and Singular the Matters
and Things therein Contained to be Good Certain True and Sufficient in
the Law to be Replied unto in such Manner and Form as the same
Are Therein and Thereby Set forth and Alledged and that the said Replicant
hath in Many Material Points and Insufficient And this Defendant
further Saith that he shall Be Ready to Prove the Same at such
Time

that



as the Replyant Sidefurther, That the Condemned Thing Defendant
Customary for Mariners to Stipulate Wages for the
ing to be Allowed them four Months pay, as this Defe
upon the Strength of those giving the Voyage and th
them to provide themselves Necessaries for the
Said in the Case this Defendant saith it is well Known that a Ships or Vessell
is but Very Seldome four Months on her Passage from Port to Port and Sailes
but Very often not One Month or half a Month and if it was really the
Intent of the Master and Mariners that the Mariner should Leave the Ships
Before that the first Port she may go to the Master would certainly never
Agree the Mariners four Months pay, but it be Evident this cannot be
Law as pleaded nor Could it be so and this Pretended as Usual for Repleader
pony from Port to Port and never returning to the Place where the Supposed
Voyage was to End this Defendant saith that is too general and Evasive nor
Argument to hold good in this Case, and this Defendant believes there are
but Very few, if any Instances of that being the Case But so far from that the
Replyant well Knows that this Defendant had no such Intentions, but that
Intentions at the time he so Unjustly Prosecuted this Defendant, were
at Bombay and from thence to Surat, and as the Replyant had proceeded
as far on the Voyage there Certainly could be no Excuse for his and the
Other Defendants for to have also prosecuted this Defendant, Quitting the
said Ships and leaving here and Distant as the time when they Supposed
the Defendant would Sail not two or three Days, as the said Ships Savage
was ready as set forth in their Replication this Defendant Conceives
Neither to Distrust either the said Ships or this Defendant as Seamen
but was their Indispensible Business and Duty to have used
their utmost Endeavours and been Aiding and Assisting as much
as in their power towards the Speedy and safe Conclusion of the
Voyage Insomuch as to Leave they would not Only have been entitled to
have retained the Wages already Advanced them by this Defendant but
to have had the Remainder of their Wages at the End of the Voyage which this
Defendant is ready paying them, Nor can what the Replyant means to Charge
this as a plea to Evade the said Indentures of the Voyage Ships and Board they
not Signed any such as the Usage for Written Agreement and Covenants &c. by any
Mariners but by this the Replyants Conduct as before and in this Defendants

Answer



Shall attend and Must know by Prayer assisted by [illegible]
both already Prayed

John [illegible]
Attorney for Defendant

Interrogatories to be Administered
to such Witnesses as shall be produced
Sworn and Examined on the Part and
behalf of the Defendant in a Certain Cause
Now depending and at Issue in the Court of
the Mayors Court at Madras upon the
wherein Salvador De Gouvea Complai-
nant and Peter Williamson is Defen-
dant

1st Do You know the Parties Complainant and Defendant in
the Cause or either of them If Yea, how long have You so known them
either and which of them Declare

2d Pascoal De Rozario Did or did not the Complainant in
the Cause at any time on or about the Months of September last give You
a Note of hand for any Sum of Money If Yea, for what Sum and for what
Account or Particular Did the Complainant give You the said Note?

3d Did or did not the Complainant at or about the time of the date of the
said Note Receive any Money for or from any person and who by Name or
Names was the Money did the Complainant acknowledge to Receive and for what
Sum or Sums did he acknowledge the same Major or Usfell Esq. Did
or did not You at any time Previously to the Person from whom the
said Complainant Received the said Sum or Sums of Money or to any other person and
which or any of them by the Complainants Order pay or Deliver
the said Major Usfell for which Services he Employed or for the Account
of whom he Employed Such Money or Caused the same to be done or otherwise and
how & Wherefore or by what Means did You so become
Indebted to the said Major Usfell Did or did not the Complainant give You the
said Note in Consideration of Your having no Demand Personally for such
Sum or Sums and Cause? Did or did not the the Person to whom You had

as

Captain Sedwyck Pfeffer and two Days after he had been
served with Complainants Writ paid away Part of the
Deposited on the Contrary how Deponent paid how
other Debts at the Time of his Departure — Moreover
Last Interrogatory —

Pascoal De Rozario

Sworn
Examined

Tuesday the 10th Day of December
1771.

Present
John Holland Esquire Mayor
Thomas Powney — Arthur Cuthbert
Francis Fourdan — George Smith
John M.c Pherson — and John Sullivan
Aldermen

Between Salvador D'Gracia
and Present in Madras Mariners
Complainants and John Attenborough
also and Present in Madras Mariner
Defendant

This Cause coming on to be Heard and Debated this
Day on the Pleadings of the Attorneys on both sides, and Reading the
Complainants Bill with an Account Current annexed thereto, the Defen-
dants Answer with the said Account Current annexed the Replication
the Rejoinder, the Interrogatories and Depositions on the Part of
the Defendant, Continuing the Pleadings Made thereof by the Attorneys
on each Side and Hearing Counsel learned thereon, Happening before the
Voyage on which he engaged was Completed, and that he thereby for-
feited the Wages accrued for that Court doth therefore think fit to
Order

Pagodas the sume of Seventeen Pounds Seven Shillings and four Pence or thereabouts as well more fully and at large Appears to your Orators Account Annexed Wherefore your Orator is remediless for the Prosecution of this Honble Court Your Orator humbly praying the same may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a friendly Manner requested the Payment of the said sume of Forty three Pagodas and fifteen Fanams. But true it is and may it Please this Honble Court the said Johns Allenborough obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a Speedy Relief in the Premises According to this Honble Court shall Appear agreeable to Equity and good Conscience Forasmuch therefore as the said Johns Allenborough may upon his Corporal Oath full true, direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully, truely, and effectually, to all intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sume of forty three Pagodas and Fifteen Fanams With all such Interest sume or sums as shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Johns Allenborough to be Summoned and Required by the Sheriff of Fort Saint George, Justices of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court Full and Perfect Answer make to the Premises that this Honble Court shall Seem Meet

Daniel Sheen

Attorney for the Complainant

272

Money in Harbour Nor that Contrary the Complainant doth Stand Indebted
unto this Defendant in the sum of Twenty Eight Pagodas Twenty five
fanams and forty Cash as will More fully and at Large Appear by an
Account hereunto Annexed for the Perusal of this Honble Court and
which this Defendant Prays may be Admitted as part of this his Answer
which said Sum of Twenty Eight Pagodas Twenty five fanams and
forty Cash this Defendant Prays the Complainant may be Decreed to
Pay unto this Defendant with all Costs Interest as moneys is or shall Become
after become due Thereon & the all Costs of this Suit This Defendant
further Saith that the Complainant Coming and Departing one Thousand
Seven hundred and Sixty Eight Shipped himself with this Defendant
as Servant as a Seaman on the said Ship Savage to go this Voyage from
Surat to any Port or Place to which the said Ship might go and Work
against the Surat Coast This Defendant did Advance him four Months
Pay more as Wages as is Customary Amounting to Forty Eight Rupees
the same did at Batavia this by Custom and Obliged so to do, Advance the
Complainant Twenty four Rupees more and at Madras Twenty Eight
Rupees as Charged in the said Account hereunto Annexed and Corroborated
by the Credits of those Identical Sums in the said Account Current
Annexed to the Complainants said Bill This Defendant further saith
that the Complainant having so Shipped and Engaged himself to go this
said Voyage this Defendant Conceives he is not either by Law or Custom
Entitled to his Wages until he has fulfilled his Agreement or Engage-
ment with this Defendant which he would not have done until the said
Ship Savage arrived at Surat if he had Continued in her, But more
over this Defendant saith that he Run and gone on Board some other Ships
whereby this Defendant with Justice Conceives the Complainant
has forfeited all the right that he might otherwise have had to his Wages
had he proceeded on this Voyage in the said Ship Savage until the same
was finished by her Arrival at Surat as aforesaid, and as he has so forfeited
his right thereto he became Indebted to this Defendant for the Money
by him Advanced him on Account of the said Voyage, & before even heard
of this Defendants being Indebted to him for his Wages and that Unjust
Manner he Charges and Protests and for which he has no Manner of
Power nor this Defendant This Defendant further begs leave to Refer
to the Allowance of this Honble Court the Complainants having gone

that

1

277

Ignacio Pereira alias Conde Ignacio de Arcaval Widow
Capt. Peter Attenborough

Sch. to answer Bill & Exhibit & Interrogs for Def. Peter Wages re Attachment &c Stop Charges Retained by Pltf Petition & Stop Pltf Leave to Sell &c				By Balance Due		28	25 40
Affid. Radcliffe re Arrest & Wages Ret by Pltf Leave &c					213		
Affid. at Madras 28							
Paper 100							
350 Copies & Exhibits Pltf		22	25 50	Pltf		28	25 40

Fort Saint George 11th Sept. 1790
Errors Excepted
John Attenborough

The Replication of Ignacio Pereira Mariano, late Policeman of the Steyr Savage Complainant, to the Answers of John Attenborough Mariner and Owner of said Ship Defendant

The Replicant, saving to himself all advantage of Exception to the Defendants said Answer for Replication thereunto saith, that all and every the Matters and things set and by the said Bill of Complaint alledged and he will Aver to Maintain and prove to be Good Certain and Sufficient in the Law to be Answered unto in such Manner as the same are therein & thereby set forth and Declared and that the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Replicant Replied unto for divers manifest Imperfections and Insufficiencies therein Contained, the Benefit of Exception whereunto being reserved at all times saved to this Replicant this Replicant for further Replication saith, that he Cannot the said Defendant doth stand Justified and Ought to be Hold and taken in the Just and Just Sum of Pardas

Pagodas

Replicant with Submission to the Court would be Just and Equitable for him by the Warrant has a Certainty on the Voyage and a Remedy in Case of a Default in the Master or Commander or for any Breach and Agreement both parties are Equally Bound and the Covenants Ought to be so, But as no Covenants whatsoever was Made between the said Defendant and this Replicant he humbly hopes that this Honble Court will be of Opinion that the said Defendant is Justly Indebted to him and the same Sum for and that this Replicant shall and may Recover of this Wages this Replicant further saith that he was by a Warrant Issued Out of this Honble Court Arrested on Board of the said Ship Savage by the Sheriff of Fort Saint George Town of Madrespatanam and the District Thereof at the Suit of Pascoal De Rozario and was in the Custody of the Said Defendant this Replicant further saith that the said Defendant often Solicited this said Defendant to pay him his Wages and did so before and after the Same was Attached as the said Defendant Refused to pay the same this Replicant was Necessitated to Apply this Honble Court for Redress this Replicant further saith that the Reasons which induced him on the Eleventh day of September last to swear to the Contents of his Demand, and that he believed the said Defendant was about to depart from the Jurisdiction of this Honble Court Does from a Suppose that the said Defendant would Sail within two or three Days, Especially as the said Ship Savage was ready for the Sea and Orders given to get all Necessarys ready against that time, and as to the said Defendants Saying that this Replicants Proceedings are Illegal and Unwarrantable this Replicant humbly hopes that the Law of the Cause will prove to the Contrary, this Replicant further saith that the said Defendant makes use of Relative to the Insurrections attending a Commander being Arrested by the Manner and Mark and Evasion and means of these but what Might be easily Remedied by the said Defendant

All which Allegations and things this Replicant is ready to aver Maintain and prove as this Honble Court shall Direct and humbly prays as in and by his said Bill he hath already Prayed

Daniel Sloan

Attorney for the Replicant

1772

the Voyage, should be Called on for Wages to enable him Paying the Wages pursuant to the Plaintiffs Agreement as in this Defendants 2nd Answer Alleged to grant himself the Encouragement of a Monthly Seaward, and what proves Clearly that he was not Hired as a Monthly Seaward but for the Voyage, as is Customary, is his having received from this Defendant four Months Advance, Now this Could not be either an Advance or pay for One Month or two Months, for a Monthly Seaward Cannot all Seamen by Custom Paid his Seamen Fortnightly giving a Months Warning of his Intentions so to do, it would therefore, as this Defendant Conceives be Absurd for four Months Wages to be Advanced to a Seaward that Way to quit his Service on One Months but this Notice the Reply and Rejoinder pursuant to the Act if he had Intended to have done so, Suppose this Defendant also denies that for the Customary Advance of Mariners and Seamen before the Departure of the Ships from their Moorings they are Assigned at Lumps of Money in proportion to the Time they are Intended to be employed in the Voyage or Voyages from Port to Port, as the Captain of Ships Jointly for the Customary Use Defendant saith that as it is Customary for Ships Commanders for the Voyage also Customary to Advance three Months Pay as this Defendant did in this Case upon the Strength of the Ship going the Voyage and that by way of Enabling them to Provide Provisions and Necessaries for the Voyage, and as a proof that that is the Case that Defendant saith that it is well known that a Ships Vessell is but Very ill Manned four Months on the Passage from Port to Port in India, and Very often not Two Months or half a Month, and if it was only the Intent of the Master and Owners that the Mariners should leave the Ships Vessell to the first Port she may go to the Master would customarily never advance the Mariners four Months pay, but it Could not be the Case any Owner could it Make Law safe to a Commander of a Vessell going from Port to Port and Never advancing to the Seaman where the Supposed Voyage was to End, this Defendant saith that as long as and Evasions was Argument to hold good in this Case, and this Defendant believes Moreover but Very few if any Instances of that Kind in the Case But so far from that the Plaintiff well knew that this Defendant had no such Intentions, but that his Intentions, at that time was so Unjustly Prosecuted this Defendant, were to go to Bombay and from thence to Surat and as the Plaintiff had Proceeded so far on their Voyage how Cruelly could it have Been for him and the other Seamen, who have so Prosecuted this Defendant Sailing the said Ship and Leaving her on Anchor at the Town where they Supposed this Defendant would Sail on Two or

three

220

Replication thus Defendant Saith to the Hon^ble Court whether this
Same Instead of being an Exhibition of the Replicants Oppression
and Injustice Ought not to be Rejected as Illegal and Unwarrantable
and this Replicant still Willing to Submit to the Maintaining the Justness and
Propriety of what has been Urged and Answer Set forth about a Commander
being Bound by the Measures and Institutes of Dangerous proceedings
and Duty to Discountenanced by Law for ease and Just reasons wherein
this Party Appeared and this Defendant Lastly Saith that with Regard
to any other Matter or thing set forth or Alledged in the said Replication,
and to which this Defendant hath not Rejoined, this same is Very untrue
Certain and Insufficient and this Defendant Prays the Judgement
of this Hon^ble Court in the premises and thereto —

And the said Defendant Craves Leave to Refer to the Depositions and Proceedings
Taken in this Cause when and where the same shall be Produced as occasion
may and Requires to Prove the Allegations and Facts in his Said
Answer Contained and Most Humbly Prays as in and by his said
Answer he hath already Prayed —

John Sykes
Attorney for the Defendant

A 16

Interrogatories to be Administered
to each Witness as shall be Produced Sworn
and Examined on the Part and behalf of the
Defendant in a Certain Cause now depending
and at Issue in this Hon^ble this Majesty's Court
of Pleas wherein James
Penrose Alias Ennis Spencer is Complai-
nant and John Mendonough is Defendant

1st Do you know the Parties Complainant and Defendant in
this Cause or either of them, If Yes, how long have You to known them or
either and which of them? Declare —

2d Did or did not the Complainant in this Cause about
the Month of September last give You a Note of hand
for any Sum of Money, If Yes, for what Sum and on what Account and
for what Consideration did the Complainant give You the said Note? Did or did
not the Complainant at or about the time of the Date of the said Note

Receive

You shall or cause your Self for the many thing touching the Matters and Questions in this Cause that may tend to the benefit or Advantage of the Defendant if You Declare the same as You know have been Informed or do believe together with the Circumstances of such Your belief as fully as if you had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

Counsel

Between Ignacia Fernandez Madras Manner
Complainant and John Attenborough
of the same Place Mariner Defendant
On the Part of the Defendant

Depositions of Witnesses taken in the Cause by and before the
Commissioners named in the Decree as follows viz.

Manuel De Rozario of Madras Interpreter aged 25 Years or
thereabouts being Produced as a Witness in this Cause and the Part of the
Defendant on the 27th Day of February 1771 shewn and Personal the
Office of Mr Daniel Sharrock his Attorney for the Complainant by
Letter of Attorney bearing Date the 26th Day of February 1771 and Place of abode of
the said Deponent and afterwards on the 2d Day of May following being
Sworn and Examined Deposeth as follows viz

To the 1st Interrogatory the Deponent saith that he hath no Knowledge
of the Matters in the said Interrogatory

To the 2nd Interrogatory the Deponent saith that he doth also know the Defendant John
Attenborough in the said Interrogatory mentioned and that he hath to his Knowledge
been for about three years last past

To the 3rd Interrogatory the Deponent saith that the Complainant and
the Defendant in the Month of September last gave home a Note of Hand for
Sum of Money but to what Amount he this Deponent cannot say but
he hath seen the said Note of Hand the Complainant so gave him on
account of Provisions Clothing and Lodging which he the said Complain
ant hath since paid the Deponent as he hath been informed and believes
before the Time of the
Date of the said Note the Complainant did receive Sum of Captain
Lodings

224

Pascoal De Rozario was on Board the Ofsall for which he was
employed, as seaman that he did Ingress on Board the said Ofsall, or praying the
Imprest Money which had been so advanced him. And this Deponent
having represented his Case to George Stratton Esquire of this Place was
advised by him to exhibit a Bill of Complaint in the Honble the Mayors
Court against the Complainant for the Recovery of the Note which the
the Complainant had given this Deponent as aforementioned, which
Bill he did Accordingly exhibit and by Means thereof obtained a
Warrant of Arrest against the Complainant on the said Account By
Virtue of which Warrant the Complainant was Arrested on Board of
the Ofsall Commanded by the Defendant and Committed to Prison
where he remained eight Days after which he was released at the desire
of this Deponent on Condition that he might be enabled to give Security his Agree-
ment and this Deponent his Engagement for him with the Association
at Jan's Lodge. And this Deponent further saith that he the
said Complainant did pay One Half of the Amount of the said Note of
Hand and the Two Days after he had been released from Prison and
on Board the Ofsall for which he had been employed. And more
this Deponent saith not to the Best of his Knowledge

Pascoal De Rozario

Sworn before
the Court at
Bengalore

Sunday the 3rd Day of December
1809

Present
John Stallard Esquire Mayor
Thomas Powney — Arthur Cubbert
Esquires Court Jan — George Smith
John M.c Pherson — and John Sullivan
Aldermen

Between

Hon'ble the Mayor's Court given in this Cause be Hard Confirmed and
that the Appellants Petition be Dismissed with Costs in both Courts

Pr Curr

W. R. Goodlad
Clerk

To the Hon'ble the Mayor's
Court at Madraspatnam

Humbly Complaining Shewith unto this Hon'ble Court
Your Orator Henry Lascars of Madras Inhabitant and Shah Tomalamana
of the same Place Merchant and Joint Partners in Trade and Your Orators
the said Joint Sum of Two Hundred and Eighty Nine Pagodas Eleven
Fanams and Sixty Cash Current Money of Madras Viz Sixty one Sterling
Money of Great Britain at the rate of Eight Shillings each Pagoda
the Sum of One Hundred and fifteen Pounds and Fourteen Shillings or
thereabouts as with more fully and at large Appears by an Translation of an
Obligation or Account Current and Invoice thereof hereunto Annexed for
the Hon'ble Inspection of this Hon'ble Court and whereto Your Orators prays may
be taken as part of this Your Orators Bill of Complaint and Your
Orators further shewith unto this Hon'ble Court that he hath frequently and
more than once Demanded payment from the said Tomalana
Mapela of the said Sum of Two Hundred and Eighty Nine Pagodas
Eleven Fanams and Sixty Cash

But now so it is True it is that the said Tomalana Mapela Combining
and Confederating with Divers Persons to your Orator unknown to Defraud
your Orator of the said Sum of Two Hundred and Eighty Nine Pagodas
Eleven Fanams and Sixty Cash or to Delay your Orator in the Recovery
thereof Pretends that he has Paid the same to your Orator's Brother
Shah

Total Pagodas 359.16.6

Fort Saint George 30th January 1770

E E

Total Pagodas 359.16.6

xpo.

Exd and filed
[illegible] 1790

The Answer of Pencatawarrapah of Madras Merchant Defendant to the Bill of Complaint of Henry Lawson also of the same place Inhabitant Complainant

This Defendant, now, and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exceptions to the many uncertainties, insufficiencies and imperfections in the said Complainants Bill of Complaint contained; For Answer thereunto or unto so much thereof as this Defendant is advised is any ways Material for him to make Answer unto, He Answereth and saith That he is not privy or Knowing to the Complainants or Transferrers in any manner or wise of any Indebtedness, But on the Contrary he saith, that the said Transferrer is justly and truely indebted to this Defendant the sum of One hundred and eighty Pagodas, nineteen Fanams, and fifty Two Cash as will more fully and at large Appear by the Account Current hereunto Annexed for the inspection of this Honble Court and to which this Defendant most humbly refers praying the same may be Admitted as part of this his Answer; and this Defendant further saith, that the Dispute between this Defendant and the said Transferrer was Voluntarily submitted to Arbitration and whereon not as yet determined by the Arbitrators and which, this Defendant on the submission thereof Conceives does invalidate the said Transfer and this Defendant further saith, that the Complainant Never Demanded the Payment of the Transferrer before Demand or was advised by him that the said Debt was Transferred or assigned over to him and this Defendant Answers that the Complainant could not with Propriety Prefer his Bill of Complaint in this Honble Court before he had Demanded or advised this Defendant that the same was Transferred or Assigned over to him, and this Defendant denies to have Paid the Transferrer the sum of thirty three Pagodas thirty three Fanams and fifty five Cash on the thirtieth November One thousand seven hundred and ninety Seven, As also the sum of Twenty Two Pagodas fourteen Fanams and ten Cash on the tenth December in the aforesaid Year But says that the Money he hath Paid is Particularized in the Account Current Annexed to his Answer

AAA

1752.

Mr. Pencalenarnaph ——— Dr.

To my Obligation of this Date	270.. ..	
Interest on Do from the 10th December 1765 to the 30th January 1770 is 4 yrs 1 m 21 d @ 8 ℔ Cent ℔ Annum	87.16.6a	
		357.16.6a
To Balance		180.19.52
		Pagodas 540.-.32

42

Errors excepted

Persons Allowed the Defendant Two Months Time for the Payment of the Bond
But the Effect, as upon the said Limitted Time of Two Months being Elapsed
the Transferer Again demanded Payment of the Defendant of the Amount of the
said Obligation, but the Defendant instead of paying the same or giving the Trans-
ferer any Manner of Satisfaction with Regard thereto Unjustly raised a Dispute
with him upon Pretence to Evasively to evade the Payment of the Bond, by pretend-
ing that there were Accounts depending between the Transferer and him of
a prior Date to the said Obligation which Must be settled, which the Defendant
the Transferer gently, tho' to prevent Disputes, and being certain that he had
Justice on his side, the Replyant has been Informed that the Transferer Agreed
to leave the said Pretended Accounts, of a prior Date to the Defendants said
Obligation to the Opinion of one Lambert Wilcocks, and undertook in what the Defendant
called a Reference to Arbitration Notwithstanding the Penalty Bond was
Executed upon any Dispute of the like Nature, Wherefore this Replyant with the greatest
Submission to this Honble Court Humbly Conceives that the said Pretended Accounts
or any Submission to Arbitration thereof cannot by any means Invalidate the Trans-
fer of the Defendants Obligation to this Replyant which is the Only thing on
which this Replyants Bill of Complaint is Grounded — and therefore that as to
the said Defendants Plea in his said Answer is mere matter of Evasion and
cannot Avail him, for any former or other Accounts that may be depending
between the Transferer and the Defendant, if any such there are, which this
Replyant does by no means Admit, or any reference thereof, can by no means
Affect the Just and Legal Transfer of the Obligation and Premises to this Reply-
ant, as any such Accounts which and Matters Between the Transferer and
the Defendant, can have no Connection with, or Affect this Replyants Just
Demand upon the Defendant by Virtue of the said Transfer, and this Replyant
Conceives therefore and Humbly Submits that the Defendant ought to Answer
the said Premises, as he is of Opinion, and it is also Very Natural to Suppose if
there had been any such Accounts depending, and Particularly in favor
of the Defendant, that he would not have given the Transferer the Obligation
as he has but would have had such Accounts Settled and Adjusted and given
an Obligation for the rest and true Ballance of Accounts had there been any
such to Adjust and Plain Replyant therefore Conceives the Defendants
Plea of Accounts or a Dispute being Submitted to Arbitration &c. is Doubly
Insufficient and this Replyant further saith that he doubts not to prove his
Charges in the Satisfaction of this Honble Court that he the Transferer and
himself

thereunto Pleased and Unjust Evasive and without any Warrant of Warrant and that this Replycants Demand on the Defendant is a Just and Equitable One

All which Matters and things this Replycant is ready & willing to Aver & Maintain and Prove as this Honble Court shall direct and Most humbly Prays as in and by his said Bill of Complaint he hath already Prayed

John Sykes
Attorney for the Replycant

126

The Amended Rejoinder of Ponnala Narrainpah of Madras Merchant Defendant to the Replication of Hanmy Sawsan of the same Place Inhabitant Complainant

This Defendant now and at all times hereafter, saving and reserving to himself all and all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication for Rejoinder saith, that this Defendant his said Answer is true, certain and sufficient in the Law to be replied unto, and this, as this and by his said Answer he hath already said, and doth and will aver and maintain all and every thing and things therein to be true and certain in such manner as therein is alledged and this Defendant is advised and this Defendant also saith, that the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this Defendant, for diverse defects and imperfections therein contained. And this Defendant does deny to be indebted to the Complainant, or the Transferor in the particulars sum of Two hundred and eighty three Pagodas and eleven fanams and Sixty Cash, or in any or sums of Money whatsoever. But on the Contrary the said Transferor is truely and justly indebted to this Defendant the sum of One Hundred and eighty Pagodas, Fourteen fanams, and fifty two Cash, as set forth by this Defendant in his Answer and this Account Current and Demand to the same, and this Defendant further saith, that the Matters now before this Honble Court was by the Transferor and him submitted to be Arbitrated, as set forth by this Defendant in his said Answer & further, that the said Arbitrators determined this Dispute, and as the said Transferor in that Voluntarily

Honourable Court and Enjoyned Answer and without any Examination of Com-
-plainant and Cost thro Replycants Demurr and for this Defendant is a Just Legal
and Equitable One —

All which Matters and things this Replycant is ready and
willing to Aver & Maintain and Prove as this Honble Court shall direct and
Most Humble Prays as is Craved by his said Bill of Complaint he hath
already Prayed —

John Sykes
Attorney for this Replycant

1706

The Amended Rejoinder of
Peniata Nannapah of Madras Merchant
Defendant to the Replication of Henry
Lawson of the same Place Inhabitant
Complainant

This Defendant now and at all times hereafter, saving
and reserving to himself all and all manner of benefit and advantage of
Exception to the uncertainty and insufficiency of the said Replication for
Rejoinder saith, that this Defendant his said Answer is true, certain and sufficient
in the Law to be replied unto; and Saith, as in and by his said Answer he hath
already said, and doth the same will aver and maintain all and every thing and
matter and things therein to be true and certain to the same manner as therein is alledged
and Expressed and this Defendant doth say that the said Replication of the
said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this
Defendant for diverse Defects and imperfections therein Contained. And this Defendant does
Pray to be Credited to this Complainant, as this Transgression and the fictitious sum of Two
hundred and eighty Pagodas and eleven Fanams and Sixty Cash, or in any or some
other Sum or Sums Lesser or Greater than the said Transgression is truly and justly
credited to this Defendant the sum of One Hundred and eighty Pagodas, Nineteen
Fanams, and Fifty two Cash, as set forth by this Defendant in his Answer and this
Answer Craved Answered & Answered to be true; and this Defendant further saith, that this
Matter now before this Honble Court was by this Transgression and this submitted
to the Determination of this Defendant in his said Answer further, to be
Determined, as set forth by this Defendant in this Dispute, and as this said Transgression doth
the said Determinations determined this Dispute, and as this said Transgression doth
Wednesday

1782

Assigning the said Debt unto, before the Arbitrators had given their Award or determined
them, he is seized of Obligations and hath thereupon this Honble Court the power of
finally determining Matters which he had agreed should be determined by Arbitrators
as aforesaid, and this Defendant denies that the Demands which he hath
against his Obligations to the said Transferrer is only of a prior date, and
was both of a former and a latter date than his said Obligations; and that several
Sums of Money which were Paid to the said Transferrer for an Opail One thousand
seven hundred and Sixty six, to Opail One thousand seven hundred and sixty
eight, are of a latter date than his said Obligations, and are in discharge of the
same, and this Defendant denies that he hath made Use of any unjust
But on the contrary this Complainant hath omitted in his Account Current annexed to his
Bill of Complaint to credit him for the sum of One Hundred Pagodas, which this
Defendant Paid to the said Transferrer, on or about the twentieth Day of December
which was in the Year of Our Lord, One thousand seven hundred and sixty six,
and for which sum of One hundred Pagodas this Defendant has the said
Transferrer's Receipt and it is ready to be Produced to this Honble Court whereupon
and this Defendant further says that there are two Sums of Twenty four Pagodas,
One Fanam, and Twenty Cash, and Eighty four Pagodas Twenty four Fanams,
and Twenty Seven Cash, were also paid to the said Transferrer on part payment
of this Defendants Obligations and with regard to the Sum of Two hundred and
Twenty two Pagodas, and sixteen Fanams, under the Date of the twenty sixth day
of January One thousand seven hundred and Sixty One the same is for the
Balance that was and is now due to this Defendant on the said Transferrers
and this Defendants dealings, and which was never Closed until the disputes
Now in Question was referred to Arbitration, And this Defendant further saith,
that the said Transferrer hath Transferred and Assigned over his Debt unto
Paid before the Arbitrators had given their Award. He judged it necessary to
bring the said Balance Against his Obligation, as also the sundry Sums of
Money which hath been paid to the said Transferrer on Account of the same,
to prevent this Honble Court, that instead of his being indebted to the said
Transferrer after their Accounts Are justly stated the said Transferrer is truly
indebted to this Defendant in the Last mentioned Sum of One Hundred and
Eighty Pagodas, Fanams, and fifty two Cash, and this Defendant
absolutely denies, that ever this Complainant demanded the Payment of the
Said Obligation or ever acquired to him that same was Transferred or Assigned

Over

1724.

Going to the said Transferrer and Your Presence or hearing of any Accounts
Being Depending between them or any Ballance of Account being due to them the
said Defendant from the Transferrer, or did or did not the Defendant owe or
Pretend any such thing to You or to them the Transferrer was and present?
Do you or do You not Know of any Dealings or Transactions and the Way of
Merchandize or Business having been had between the said Transferrer
and the Defendant since the said Attorney was Sent to the Defendant? If and,
Do you or do You not think or believe from the Acquaintance You had
with both the Transferrer and the Defendant and Your living frequently
with them that if there had been any such Dealings or Transactions bet-
ween them You should not have known or been made Acquainted
therewith? If so what do you think Reasonable according to the best of Your Knowledge
Remembrance Information and Belief together with the Reasons of such Your Belief
and Particularly Declare

In Cross Path 3. Was You ever Employed at any time and when in the Service of
the Transferrer in this Cause Mongelly Ramagnah, If Yea, In what Capacity did
You Serve him? Did or did not the said Transferrer at any time during the time
You Served him Order You to Demand payment of the Ballance of an Obligation
which the Defendant had given to the said Transferrer for a Sum of Money, If
Yea was You or was You not told for what Sum the said Obligation was given,
If Yea what Sum was it? Did You or did You not at any time or times Demand
Payment of the said Ballance of the Defendant, If Yea, How many times did
You so Demand the same and what was the Ballance You so Demanded
what Answer or Answers did the Defendant Make to such Demands or
what did he Say unto all or any of those Occasions? Did or did not the said
Defendant on all or any of those Occasions refuse or Neglect to pay the said Ballance
Depending between him and the said Transferrer or make any Objection to the
Justness of the said Demand? How do you of those Matters According to the best of
Your Knowledge Remembrance and belief fully and Particularly Declare

In Reply Fully Cross Examined Says Nothing to Declare Did or did not the Defendant
Send him any Letter or Letters by You or any Occasion If Yea, How often at what
Occasion or Occasions? Did or did not the Defendant in the Course of his Correspon-
dence with You mention any thing to You of any Demand Mongelly Ramagnah,
the Transferrer in this Cause, had on him, and of the said Transferrer having
Sent him Power to Demand and Sue for the Payment of the Ballance of his
Account from the Transferrer or any thing to that Purpose, If Yea, what did You
to the Defendant Say to You about the same? Did or did not the said

Defendant

Wot Satisfyed Therewith, and did They or did They or did They and Acknowledge the
Justness of Your Demand or do You not Know any Thing about any Accounts
Tendered by the Defendant being Lodged with Them Iron Bars &c If Yes, Were any
Accounts Between Them Mutually Past Accounts, or Some Thing Relating to the
Affairs between the Transferrer and the Defendant, do You or do You not
believe Them to be Just, So that any such Accounts or Matters as are Contained
in the said Accounts are really Depending between the said Transferrer and
Defendant? The whole of Them Matters According to the best of Your Knowledge
& Remembrance Information and Belief together with the Reasons of
Such Your Belief fully and Particularly Declare

To Question 6th Do You or do You not Know any Thing of any
Dispute Having arisen between the Transferrer and the Defendant about any
Account Entered or any Thing else, If Yes, What was the Nature of that
Dispute and by which of them was the same begun? Did or did not the Defe
dant at any time afterwards go to the Transferrer and desire him to go with him
to London Bridge, and did he or did he not tell him that he would pay him the
Money there or any thing else, If Yes, what did he say or desire? did or did
not the Transferrer go with the Defendant to the said London Bridge, If Yes,
what Passed between the Transferrer, the Defendant and the said London
Bridge on the Occasion, and what was done about the said Matters, and how
do You know the same? Set forth all of them Matters According to the best of Your
Knowledge Remembrance Information and Belief together with the Reasons
of such Your Belief and how You know or Became Acquainted therewith
fully and Particularly Declare

To Question 7th Did or did not the Transferrer at any time go to You
and Tell You that Your Attendance was required at London Bridge
Being any Accounts Matters or Disputes between him and the Defendant,
If Yes, Did You or did You not go to the said London Bridge Accordingly,
If Yes, who did You find at the said London Bridge? Did or did not the said
London Bridge Ask You any Questions or Questions about any Accounts or
Matters between the Transferrer and Defendant, If Yes, what Question
or Questions did he or Ask You and what Answers or Answers Did You
Make to them, and what passed or was said or done about the said
Matters Set forth all of them Matters According to the best of Your Knowledge
Remembrance Information and Belief together with the Reasons of such
Your Belief fully and Particularly Declare

To

To Tomboo Naick 2d Did or did not Mogelly Ramapah the Transferrer, and Purchaseman upon the Defendant in this Cause and which of them Apply to You about any Account Matter or Dispute between You & Them If Yea, Set forth the Nature of the said Application and what passed or was said or transacted thereon And what Account and what Papers or Writings were produced by such Application was by Way of Complaint Petition or Information and whether both the Transferrer and Defendant or which of them produced their Accounts to You and the which of them produced their Accounts to You and the which of them Matter Accordingly to the best of Your Knowledge Remembrance and Belief together with the Reasons of each to Your Satisfaction Particularly Declare

To Timmonah Naick 3d Did or did not you or Either of you the Defendant in this Cause at any time or times before or after the Transferrer in this Cause with any Gods Money or Effects How long ago or on what Year or Years did You or Either of You Receive the Account of the said Gods Money or Effects Who or the Amount of them Pay & Give or Deliver to or Account with for the same Settled or Run Account Paid & Given or Delivered up the Obligations or which the Defendant is sued for Know or did You or Either of You hear of any Complaint from Transferrer and Defendant about any Account or of the Defendant performing that Account Service and the Defendant Delivering any Account to the Did or did not the Defendant stay behind the Transferrer Make any request of You about any Matter or Thing Of You what was the Matter of such Request Did You or did You not do this request Grant it Refuse it Why and what was Your Reason for so doing Did or did not the Defendant Threaten You to do any Thing Matter or Thing to Your Prejudice Hurt or Damage if You did not do it Grant the Request Make Gods Good The whole of them Matter Thing Circumstance Cause and Reason thereof Remembrance Information and Knowledge of You the said Deponent Particularly and Distinctly and particularly Declare

To Lootoomonah 4th Did You or Either of You Mogelly Ramapah the Transferrer or Pullavan the Defendant the Complainant or any other Person or Persons by Their Order or Direction Give or Deliver to or Account with for the Use of the Defendant any Gods Money or Effects Belonging to the Transferrer in this Cause and which of them Give or Deliver to or Account with for the same How much Gods Money or Effects and when and where and in what Manner and Form and for what Reason or Consideration Was the same Given or Delivered to or Accounted with for by the Defendant or Complainant Was any Receipt or Writing Given or Delivered to You for the same and by which of them Was any Receipt or Writing Given or Delivered to You for the same and by which of them Was any Receipt or Writing Given or Delivered to You for the same and by which of them

to Say any thing and Particulars about the said Matters Causes and Businesses Examinations of the Said the Mayors Court or thereupon depending? Say What you did the said Defendant or Any to You about the said Matters and What Did You give or Make them? Or What passed between the said Parties at Your said Last Meeting? The whole of the Matters Touching to the best of Your Knowledge Remembrance Information and Belief together with the Circumstances Such Your Obliged Fully and Particularly Declare—

To all the Interrogats. Do you know any thing touching the Matters in Question? Have You heard or can You Say any thing touching the Matters in this Cause that may tend to the benefit or Advantage of the Complainant or to the Prejudice of the Defendant? If Yes Declare what You know therein fully and Particularly as You best can with the Circumstances of such Your Knowledge fully and Particularly Declare—

John Mayor

Mayors Court at Madraspatnam

Peirson

Lieutenant Commandant of Sepoys Defendant

Depositions taken before the Court as follows

Romona Narrain of Mere Dubash aged 32 Years a Witness produced in this Cause on the Part of the Defendant and Sworn on the Holy Evangelists of Almighty God and Examined upon the Interrogatories exhibited by the Defendant and Deposeth as follows

To the first Interrogatory this Deponent saith that he doth know and is acquainted with the Hand Writing of the Defendant and the Way in which he signs his Name as this Deponent has seen him write and sign his Name in the Course of Business and has seen several Bonds and Cowles under his Hand Writing and Name Answered to shew that the Receipt now shewn to him is the Hand Writing of the said Defendant and this Deponent further saith that he believes the Name of the Defendant Signed to the said Receipt now shewn to him is signed Rogerly Nanneppien and this Deponent further saith that he believes the Manner of signing was only Nanneppien and that the Words Rogerly Nanneppien appear to this Deponent to be much older than the Letters inscribed thereon and the Words Rogerly Nanneppien appear to this Deponent to have been written by the same Hand that wrote the Notation Hereunto subscribed that there is a Word called Cowle and Lastly this Deponent saith that he is not personally acquainted with the Hand Writing of the Defendant but from the Circumstances above mentioned he believes the Receipt now shewn to him to be the Hand Writing of the Defendant and that therefore he cannot think it was written at the Time of the date but long since and that probably within a few Months before this Deponent last Saw and Read Publickly within a few Months before this Deponent last Saw and Read Publickly within a few Months before this Deponent last Saw and Read Publickly

to Say any thing in Particular about the said Matter. Otherwise than upon
Examining the Parties the Mayors Court or Answers of You, What else
did the said Defendant or Any by Your about the said Matter and What
Did You give or Make them. Or What passed between them
You on that Occasion. The whole of this Matter Answer to the best of
knowledge Remembrance Information and belief together with all
Such Your Answer Duly Truly and Particularly Declare.

To all the Interrogatories. Do You know of any other Matter
Cause or thing touching the Matter in Question in this Suit
or this Court that may tend to the benefit or Advantage of the Complt
in this Cause that may be material for You to be Examined to
You. Declare the same as You know have been Informed
or believe fully and truly as You shall answer the same
at the Peril of such Your Answer as fully and truly as You shall be
Lastly Interrogated.

John Clk
Attorney for the Complt

Mayors Court
Madraspatnam

Bowman Lazarus
Inhabitant Merchant
Interrogated upon
Behalf of the
Defendant

To the second Interrogatory this Deponent saith that he doth know and is
Acquainted with the Hand Writing of the Transferrer and the Way in which
he signs his Name as this Deponent has seen him Write and sign his Name
Transferrer on Different Times and has seen several Bonds and Cowles with his
Hand Writing and Name Answered to them. That the Receipt now shewn him
he thinks for many Reasons to be the Hand Writing of the said Transferrer
as it is signed Mogely Vencappen Sabroan the Transferrer Common
Manner of signing was only Vencappen. But besides this the Capitals were
Much Other than the Letters comprised therein and the Words Mogely
Vencappen is Conceive to have been written by the same Hand that wrote
the Notation Hereunto Subscribed. That these Letters of Mogely Vencappen
Sabroan Transferrer Exhibited and Shewn to this Deponent are
Partly like Mother Except one only Cut but the further Except that
Partly Like Mother Except one only Cut but the further Except that
Partly Like Mother Except one only Cut but the further Except that
Partly

Depositions followeth

To the first Interrogatory this Deponent saith that he doth not know the Complainant in this Cause, but that he doth know the Transferrer in this Cause and hath known him six Years or thereabouts, and that Defendant in this Cause and Son of this Deponent was a Child. And more is not known to this Interrogatory

To the second Interrogatory this Deponent saith that he doth know the Handwriting of the Transferrer and the Manner of his signing his Name which he became Acquainted with by a Cadjan Writing to which the said Transferrer signed his Name and which has been in the Hands of this Deponent these seven Years. But that he never saw him write But as to the Body of the Receipt now shewn to him as Judge of that as he is ignorant of the Malabar Language, but that to the best of his Judgement the Signature thereto Annexed in Question is not the Hand Writing of the Transferrer But that he doth recollect the exact Manner in which the said Transferrer has signed his Name and those Cadjans which he has seen of his signing But he thinks that former Part of the Receipt seems rather old But not what is written on the Back Part under which the signing is that seems of later Date. But that he speaks determinately of the Age of it is scarce possible for this Deponent saith not to this or that last Interrogatory

his
Thumbert
Examined

Court at

Between Henry Lawson of
Matara Inhabitant Complainant
and Poncala Nannapah of the same
Place Dubash Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the
Commissioners of this Court as followeth

Pieris Appuhamy of Weedaw Mooroff aged 20 Years or thereabouts
sworn & Examined as a Witness in this Cause on the Part of the Complainant was
on the 20th Day of December 1770 shewn and Perused at the Office of Mr Thomas
Crombie [illegible] Attorney for the Defendant by Nanappah who also left a

Note

Harvey Court rd
Hardrespondents

Defendant by Tabourapadi who also left a Note of the Name Title and
Place of Abode of the said Defendant and afterwards on the sixth Day of the
same Month being sworn and examined Deposeth as follows Viz.
To the first Interrogatory this Deponent saith that he doth not know the
Complainant in this Cause, but that he doth know the Transferrer for the
same and hath as known him five Years or thereabouts, and that he
doth also know the Defendant in this Cause and hath so known him
about four or five Years. And more saith not to this Interrogatory
To the fifth Interrogatory this Deponent saith that he doth not know
the Transferrer or Defendant in this Cause but that he was about three
Months of the Transferrer about Three of four Years ago, at which time
he was Desired One Day by the Transferrer to be Present and help pass
Accounts between Transferrer and Defendant which he accordingly
Did He Accordingly Complied with his Request and did examine the
said Accounts which to the sum had account was a Bond given by the
Defendant for a Sum of two Hundred and twenty Pagodas Borrowed of
the Transferrer and that the Ballance of the said Account appeared to
be in favour of the Transferrer to the Amount of about Two Hundred and
Twenty Pagodas to the best of this Deponents Remembrance But that
Transferrer was Present but the Defendant not, but that the Defendants
Son-in-law Relation was Present and did together with the Transferrer
Perused entirely to the Truth of the said Accounts and Ballance, But the Parties
Present however being undetermined that Matter ended that time and this
Deponent knows further than this the Deponent knows nothing of the
Affair either with Regard to the Accounts being Carried to London Merchants or
any thing else. Moreover Deponent saith not to this or the last Interrogatory

Thomboo

Examined

Days after the Determination of this Cause — That Soondra Narrainsawmy being referred to
from Answer to the Accounts of both Parties upon which the Defendant
Jondered Accounts of Goods delivered Mrs Transferee before that Bond was made
out wch sd Accounts the Transferee said they were false, but on the
Examination & delivered them into the Hands of Soondra Narrainsawmy Moreover this
Deponent saith not to this or the last Interrogatory

Soondra
Narrainsawmy

Court of
Requests

Between Ramoo Sawmy of Madras
Inhabitant Complainant and Ponnada
Narrapa his wife Plaintiff Dubash
Defendant

On the Part of the Complainant

155

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

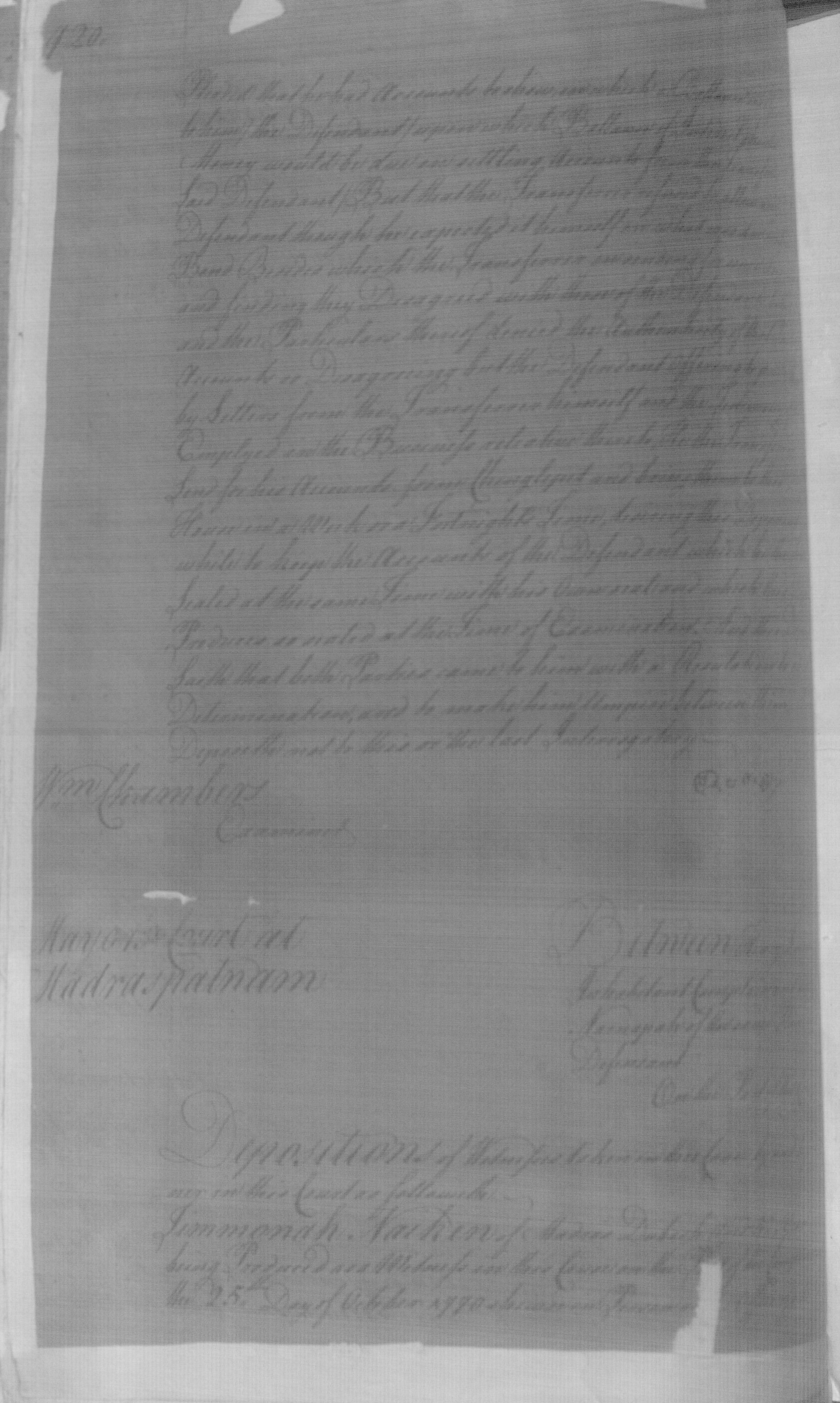
Soondra Narrainsawmy of Madras Dubash Aged 37 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Complainant was
on the 23d Day of October 1770 sworn in and Examined the Office of Mr. Thomas
Cowtas who is Attorney for the Defendant by Interrogatories as also gave
in Notes of the Names Titles and Places of Abode of the said Deponent, and
which Notes are Filed and Read the said Deponent was Interrogated Deposeth as follows
Viz. To the first Interrogatory this Deponent saith that he knows the
Complainant and Ramoo Sawmy but that he knows not Ponnada Narrapa
Defendant in this Cause and that he hath not known him Fifteen Years or
thereabouts and that he doth also know the Defendant Ponnada Narrapa
Defendant, and that he doth not know him Six Years or thereabouts And more
to this Interrogatory

To the Second Interrogatory this Deponent saith that about a Year and Two
Months ago the Transferee and the Defendant in this Cause both came together
to this Deponents House to pay a Debt of which he knew he
the Transferee told this Deponent was on Account of Money
Transferee the Defendant owed Bond which he the Transferee
Defendant Bond which Bond the Defendant
Plaintiff

Chambers who is Attorney for the Defendant by Interrogatory
to Mr. of that Reason Title and Place of abode of the said Deponent who abo
sworth on the seven Day being sworn and Examined Deponeth and
to the first Interrogatory this Deponent saith that he doth not know the
complainant but that he doth know that Transferee Mogelly Nannapa
the Cause and that he hath so known been four Years or thereabouts, and that
he also knows the Defendant Pancala Nannapa and that Cause and hath so
known fourteen Years or thereabouts and more or this and to this Interroga
to the Fourth Interrogatory this Deponent saith that about four Years ago
this Deponent did in Conjunction with the Defendant Pancala Nannap
the Cause Pay to the Transferee Mogelly Nannappen the Sum
Three and Three Rupees which the Transferee was pleased to
Deponent Madras for Accounts of which were finally settled before the said
Transferee Departure and the Amount thereof fully Paid at the same Time
But shortly after the Transferee Departure which he recorded at Chingleput he
Wrote to this Deponent and the Defendant for two Corge of Longcloth
Sarees which they sent him but which he has never been paid for That he this
Deponent after the said Letter he has often demanded Payment of the
Cause thereof for the Obligation and which the Defendant is now and That
to this Deponent Knowledge he has often demanded of him and That the
Deponent Produced Accounts and delivered them into the Hands of Lumbo
Sankara but that those Accounts were the very same Accounts which were
formerly Settled between himself and the Defendant was Partners both as
above stated except for that Transferee That the Defendant did however
afterwards Apply to this Deponent and make a Request of him that
he would make a Declaration of four Corge of Cloth and Sarees being delivered
instead of two Corge to which this Deponent answered how could he
Make a Declaration Opposite to the Tenour of the Accounts And more this
Deponent Saith not to this or the Last Interrogatory

Deponent

Sworn



In the matter of the Estate Tadeusz Jakubczyk

Under Examination

Court at Jaffna

Between Henry Lawson of Madras Inhabitant Complainant and Pancratie Jacques of the same Place Defendant

On the Part of the Complainant

Deposition of Witness taken on this Cause by and before the Commissioner this Court as follows viz

Vaithy Vaicundy Dubash Aged 45 Years or thereabouts being duly Sworn and Examined on the Part of the Complainant was on the Summons produced as a Witness on this Cause on the Part of the Complainant was on the 2d Day of November 1770. thereon Sworn at the Office of Mr Thomas Evans who is Attorney for the Defendant by Jakumpyah who also left a Note of the Name, Title, and Place of the said Deponent, and afterwards on the 4th of the same Month being Sworn and Examined Deponeth as follows viz

To the first Interrogatory this Deponent saith that he doth not know the Complainant or Defendant in this Cause, but that he doth know the Transferrer Mogaly Pannapy produced in this Cause and hath to knowledge these six Years or thereabouts, and that during that time he hath not known the Defendant Pancratie Jacques appear in this Country

To the Second Interrogatory this Deponent saith that he did not know the Complainant Henry Lawson but that he knew the Defendant Pancratie Jacques who asked this Deponent something about what was transacted between the Complainant and the Defendant about two Years before in the Matter of Merchandize, to which this Deponent Answered in the Negative—That the Defendant then asked him whether he did not know of this the Defendant sending Goods to the Complainant which he did not know of but that he the Deponent was at Jaffnapatam when the Defendant sent the Goods to the Complainant by this Deponent, to which this Deponent likewise Answered in the Negative which was more proper between them. And more than this Deponent doth not know to the last Interrogatory

Sworn before me

Commissioner

Pause before saying that it would be a Downright False hood to say as and so
as he would best be guilty of. Mean this Deponent saith not to this or
the last Interrogatory

Jno Σ Marks his
Mohawd Naickan

Additional Interrogatories
to be Administered to such Witnesses as shall
be Produced Sworn and Examined on the part
and behalf of the Complainant in a Cause
now depending and at Issue in the
Hon^ble the Mayors Court at Madraspatnam
Wherein Henry Lawson by Jonas for
Mogely Narrangasha Complainant and
Pemal Narrangasha is Defendant

To the Witness 1st Do You know the Parties Complainant and Defendant
and the Transferrer in this Cause or any of them, If Yea, How long have You
to known them or any and which of them Declare

Benjamin Nogaun
Cornelius Nogaun
and
Benjamin Nogaun } 2d Are You or are You not Acquainted with the Hand Writing
of Mogely Narrangasha the Transferrer in this Cause and the
Way and which is the Signe his Name? If Yea, How and by what
Means did You become Acquainted therewith, and Do You by knowing such
Writing or otherwise and have Seen and the Receipt or Legal Writing now
Produced and shown to You at this the time of Your Examination of the Hand
Writing of the said Mogely Narrangasha the Transferrer, or is and the
Same and Hands of his Name Writing? How does the said Mogely Narrangasha
Signe his Name, and how many times have You seen him Write or Signe
his Name to the best of Your Knowledge or Recollection? Does or does not
the Writing and Name of Edgeon Appear to You to be Old or newer dated or
Forged and Reppeared You to have been Wrote at the time of like date or otherwise
and how? Set forth at large Your Reasons according to the best of Your knowledge
Remembrance or Information and Belief together with the circumstances of such
Procedure Fully and Particularly Declare

&c

25.

Magnæ Curiæ ad Londinenses.

Annabah being Produced as a Witness on this Commission the Part of the Complainant on the 25th Day of October 1770 whereupon Personal this Office of Mr. Francis Saunders who is Attorney for the Defendant by Interrogatories to the Parts of the Name Title and Place of Abode of the said Deponent was Examined Day being sworn and Examined Deposeth as Followeth

To the first Interrogatory this Deponent saith that he doth not know the Complainant in this Cause but that he doth know the Transferrer Mongelly and hath seen and heard of him Twenty Years or thereabouts and Lazaroppa and both as known him Twenty Years or thereabouts and doth also know the Defendant Pancrala Nannapaka and both as he Deth also know the Defendant Pancrala Nannapaka and both as he hath been heard about the same space of Time. And answereth to the said Interrogatory

To the second Interrogatory this Deponent saith that he was Present and Transferrer Mongelly. Nannapaka and this Defendant and this Deponent saw Pancrala Nannapaka pay to the Amount of Two Hundred Pagodas for the Defendants Obligation as this Deponent knows and Twenty Pagodas for the Defendant himself the Ballance of which this Complainant has received from the Transferrer and has not received the Defendant for—That both before at the Time and after the Signing of this Transaction there was a close Intimacy subsisted between the Deponent and both the Parties Particularly the Defendant but that at no Time has he ever heard mentioned from either One or the Other separately or together either of any Accounts Depending between them or any Ballance being due to the Defendant That he does not know of any Merchandize or Business ever Carried on between the said Transferrer and this Defendant except the above Transaction and if there had from the Acquaintance he had with the above Transaction and if there had from the Acquaintance he had with the above Transaction and if there had from the Acquaintance he had with

Between Henry Lawson of Madras
Inhabitant Complainant and Parrala
Ramagrahi of the same Place Dubash
Defendant

On the Part of the Complainant

Deposition of Witness taken and this Cause duly and before the
Commissioners in the Court as followeth

Peda Pilly Canna Cuya. Merchen of Madras Merchant Aged
Fifty Years or thereabouts being Produced as Witness in this Cause on the Part of
the Complainant and Sworth the 22d Day of October 1770 Signifieth to Mr Thomas
Hutchinson who is Attorney for the Defendant by Jahnaggeah who also left
Interpreter and Mr Henry Fitter and Peter Jacobs of the same Place Deponent and
affirmeth on the same Day being Sworn and Examined Deposeth as
followeth

To the First Interrogatory this Deponent saith that he had Seen and knoweth
and Otherwise the Complainant, this Transferer Mongely Ramagra
Inhabitant Twenty Years or thereabouts, and that he hath known the
Defendant Parrala Ramagra Ten Years or thereabouts, And so more

To the Second Interrogatory

To the Fourth Interrogatory this Deponent saith that about Two Years and
an half ago the Defendant and this Cause Paid him this Deponent Allowed
as he was reminded Sircar at that Time, that in the Course of the Conversation
that Defendant mentioned to have a Demand upon the Transferer on
this Coast but on Sum of the Ballance of an Obligation for Two hundred
and Twenty Pagodas which the Defendant had Borrowed of the Late
Transferer which Ballance he had Sent his Peons to Demand, and per
for that Demand that the Defendant had Paid of the said Bond
about fifty or Sixty Pagodas and that excepting the Remaining Ballance
here Sues as Above Recorded subsisting between the Transferer and the
Sct. that the Sum was distributed to pay at Present but that when the Sum
was Demanded of Complainant it Could should Omit he should have
Money or Bond and would Certainly Settle the Account Whereupon
returned the Deponent to intercede with the Transferer that he might
wait a Few Months more for Payment. And this Deponent further
saith that he Deponent so interceded for him and
was told by the Transferer agreed to
Accordingly but as no Consequence of which the Transferer agreed to

Between Henry Lawrence of Madras
Inhabitant Complainant and Pancata
Narrappen of the same Place Dubas
Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the Commissioners
as follows viz.

Mr. Patton of Madras Inhabitant Aged 56 Years or thereabouts
a Witness in this Cause on the Part of the Complainant was on
Oath Sworn and Examined at the Office of Mr. Thomas Coombe
the 16th Day of January 1771 between the Hours of Ten and Twelve
for the Defendant by David Maitland who also left a Note of the
Interrogatories and Deponent and afterwards on the 23
Day of the same Month being Sworn and examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth not know the Complt
named in this Cause but that he Doth know the Defendant and that he doth know the
Complt is known by the Name of Mootha or Narrandoo, and that he doth know the
Defendant in this Cause and both is known by the Name of Pancty Vyaw or Narrandoo

To the next the 2d Interrogatory this Deponent saith that he went to the House of
the said Defendant by the Desire of the Complt and found the Complt
Vyaw ago but that about three Months ago he the Defendant again called for
this Deponent asked him whether he had received the said Pagodas and he
the Defendant acknowledged to have received the same of the Complt
Pancty Narrandoo but that he had not given the Complt any Receipt for
the same but that he would do it when he came to Madras

To the 3d Interrogatory this Deponent saith that he hath heard and believes
that the Complt hath sent for the said Pagodas by Bond from the Defendant
and that the Bond was at the Time of the Complt's leaving Tanjore in the
Hands of Mr. Thomas Coombe

To the 4th Interrogatory this Deponent saith that he hath heard and believes
that the Complt hath not received the said Pagodas or any Part thereof
from the Defendant

To the 5th Interrogatory this Deponent saith that he hath heard and believes
that the Complt hath applied to the Defendant for the said Pagodas
and that the Defendant hath refused to pay the same

To the 6th Interrogatory this Deponent saith that he hath heard and believes
that the Complt hath applied to the Defendant for the said Pagodas
and that the Defendant hath refused to pay the same

To the 7th Interrogatory this Deponent saith that he hath heard and believes
that the Complt hath applied to the Defendant for the said Pagodas
and that the Defendant hath refused to pay the same

Pagoda's, If You, by whom was the said Receipt given? or to whom was it given? and on what Account, and did You, or did You not see the Defendant, or his Cause Counsel, and Pay unto Mongely Nanaapah the Transferror, or his Cause Counsel Certain Sum of Money, if Yea, how much was the Sum? Did You Count out, and Pay, and whether the same was, or was not on Account, and in Part Payment of a Bond for Two Hundred and Seventy Pagodas, which the Defendant in this Cause had granted to the said Mongely Nanaapah the Transferror, as before is, and whether You did, or did not write the Receipt for the same? If Yea, by whose Order did You so write the said Receipt. The whole of these Matters, According to the best of Your Knowledge Remembrance, and Belief, together with the Reasons of Such Your Belief, fully and Particularly Declare.

3. Do You know or do You not know, whether the Cafjan Waiting carried Pagodas, If Yea, by whom was the said Receipt given, and to whom was it given, and on what Account, and did You, or did You not see the Defendant in this Cause Counsel, and Pay unto Mongely Nanaapah the Transferror in this Cause Certain Sum of Money, If Yea, how much was the Sum? Did You Count out and pay and whether the same was, or was not, On Account and in part payment of a Bond for Two Hundred and Seventy Pagodas, which the Defendant in this Cause had Granted to the said Mongely Nanaapah the Transferror as before said, The whole of these Matters, According to the Best of Your Knowledge Remembrance and Belief together with the Reasons of Your Belief, fully and Particularly Declare.

4. Were You, or Whom You not in the Service, or Employed by the Defendant in this Cause in a Certain Capacity? If Yea, in what Capacity where You so Employ and did You, or did You not, Keep an Account of all the Goods, Merchandizes and Money which was Sent and Paid by the Defendant to Mongely Nanaapah the Transferror in this Cause, which due was at Fort Saint George, and did You or did You not keep an Account of all the Money, which was either Sent or paid by the Transferror to the Defendant in this Cause? If Yea, how much did the same Account be, and do You or do You not know, whether there was, or was not at the time this Suit was Commenced Against the Defendant, or whether there is, or is not now Depending between the Said Parties in the Court of Your Examination, a Ballance of Account Depending between the Transferror, and Defendant in this Cause? If Yea, on whose Favour is such Ballance of Account, and to how much does the same Account, and do You know whether the Bond for Two Hundred and Defendant to the Transferror

Said Defendant were, or were not at that Time Produced and Sealed up, & Whether the Seal or Seals were then so Sealed up, And whether they were Perused, or were not Delivered to the said Arbitrators, If Yea, for what Purpose were the said Accounts so Delivered to the said Arbitrators, and whether it was, or was not Agreed by, and between the said Transferrer and Defendant that the said Accounts should remain with the said Arbitrators until the Transferrers Accounts were brought from the Country, and whether the said Accounts belonging to the Transferrer were, or were not to be Delivered to the said Arbitrators in Order to have the Arbitration finished, The whole of those Matters, According to the best of Your Knowledge, Remembrance, and Belief together with the Reasons of such Your Belief fully and Particularly Declare

Do You, or Do You not know of some Dispute Having Arose between Hogsley Plaintiff & the Transferrer and their Cause, and the Defendant Transferrer respecting some Accounts which were depending between them, If Yea, did they, or did they not Mutually Agree to Submit the Determination of such their Disputes to Your Arbitration, If Yea, did You, or did You not at any Time afterwards Inspect into the said Accounts which were depending between the said Transferrer and Defendant, and did You, or did You not discover some Mistakes in the Accounts Either the Transferrer, or the Defendant, If Yea, and which of their Accts were such Mistake, and whether the Transferrer did, or did not Acknowledge the same, and paid Accounts belonging to them were up the Country, and did, or did not the Transferrer Promise, and agree to make for the said Error, and Just Account, If Yea, how and in what time did the Agree to produce such his said Accounts, and whether the Defendants Accounts were, or were not left with You Sealed up, If Yea with whom Not were they so Sealed up, and do You, or do You not know whether the said Transferrer, and the Defendant did, or did not agree with each other that the Transferrer did not produce the said True, and just Accounts to You, as Arbitrators of the Disputes then depending between the said Parties, that by the said Transferrer should be Looked upon, or Considered as Debtor to the Defendant in a certain, and what Sum of Money Ever whole of those Matters, According to the best of Your Knowledge, Remembrance, and Belief together with the Reasons [illegible] Fully, and Particularly Declare

To the first Interrogatory this Deponent saith that he knoweth and knows the Complainant in this Cause, but that he doth not know the Defendant Poncalar Nawrappen in the Cause and doth not Remember him. Twenty Years or thereabouts. How Long he is acquainted with the Manner Complained in this Interrogatory

To the second Interrogatory this Deponent saith that the Cadjan now Produced and shown him is certainly the Form of a Receipt for One Hundred Pagodas, but that all he knows about it is this that about four Years ago the Defendant Poncalar Nawrappen sent for this Deponent and did then write such a Receipt for One Hundred Pagodas which he did accordingly Agreeable to the Defendant this Deponent now Produces Cadjan, but that not being Agreeable to the Defendant this Deponent now Produces Cadjan and Gave the Defendant Poncalar Nawrappen another Receipt for Two Hundred Pagodas and took the Defendant Cadjan from him and Gave it unto and Gave another Receipt for Two Hundred Pagodas which he left with the Defendant without seeing what Sum was Wrote in the Cadjan or any Money Paid by the Defendant for Monies by Signature Paid for or any Money Paid by the Defendant for Monies Poncalar Nawrappen or any One else But that about a Month ago the Defendant sent for this Deponent, shewed him the same Receipt and Malabaree and asked him if it was not his Hand writing, to which he Answered in the affirmative that then he did then add the Words Yenga Pulley wrote this, which he accordingly did after which the Cadjan that is here with produced was returned and found to be Added but by whom he knows not. Not Interested as he has been going and coming from the Estate in Company with the Defendant he has been informed by some of the Servants Company of the Defendant Poncalar Nawrappen of the Board for Two Hundred and Twenty Pagodas, and was desired by the said Defendant and his Son to Subscribe to their Signatures or Hand Writing thereto and to the Receipt and Desired, but that he absolutely refused to do and would be gone and Absconded for Eight Days. Since this Interrogatory

Deponent saith not to this or the last Interrogatory

Examined

Between Tamby Lawrence Modaar
Complainant and Poncalar Nawrappen
Witness Now Deceased Defendant
On the Part of the Defendant
Deposition

Supreme Court

Between Henry Lawson of Madras Inhabitant Complainant and Pencata Nanappen of the same Place Dubash Defendant

Own Hire of the Defendant

Depositions of Witnesses taken and their Causes by and before the Examiners in this Court as follows viz.

Coonapareddy of Pergaunkum Coniapply Aged 66 Years or thereabouts being Sworn and Solemnly on their Caste on the Part of the Defendant and on the 22d of November 1770 above named Person at the Office of Mr. Sabonapaty Sabon by the Complainant by Sabonapaty Interpreter Who being first Sworn to his Name Title and Place of Abode of the said Deponent and after Notice of the Cause and the Day following being assigned and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth and knows the Complainant Henry Lawson in this Cause but that he doth know the Defendant Pencata Nanappen and hath so known him Twenty Years or thereabouts and Deponent saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he was sixteen Years a Coniapply in the Service of the Defendant during which Period he kept the Principal Part of his Accounts and that he kept an Account of all the Goods, Merchandiz and Money sent and Paid by the Defendant to Mongelly Nanappen the Transferrer in this Cause which he kept at Pulicat Chinapooly, and that he also kept an Account of all the Money which was either sent or Paid by the Transferrer on their Cause to the Defendant That the Money for which the Transferrer was Credited Accounts to three Hundred and fifty three Pagodas sixteen Fanams and Sixty Cashes exactly Interest and all, and that since this Suit was Commenced as well as since at the Time of this Examination Deponent Balance of Accounts depending between the two Parties stands in favour of the Defendant to the Amount of One hundred and eighty Pagodas Sixteen Fanams and fifty two Cashes as the Sum Total which were Originally due from the Transferrer to the Defendant by the Transferrer aforesaid on the Sum of three hundred and fifty three Pagodas sixteen Fanams and Sixty Cashes above mentioned, that Interest being added

Pa

p. 52

H. M. Chambers
Esquire

Worke Sixty Eight and Eighteen Days Time shoulde Commite Madras
aforesaide Sixty Seaven Pagodaes Pay Sixty Six Money and settle Accompte Which
Debt and Charges Complainant expected to the Defendant upon his Arrivall at
Madras Where this Deponent saith and to this or the last Interrogatory

Contra

Examined.

Between Henry Lawson of Madras
Inhabitant Complainant and Pancala
Narrayapeta of the same Place Dubash
Defendant

Cont. Part of the Defendant

Deposition of Witnesses taken and this Cause by and before the
Examiner in this Court as followeth

Jambon Narchim of Madras Dubash Aged 35 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Defendant was
on the 13th Day of February 1753 thereunto Sworn at the Office of Mr. Johnson
Sykes and his Attorney for the Complainant by Interpreters who also left
a Note of the Nature, Title, and Place of Abode of the said Deponent and
afterwards on the 20th Day of the same Month being Sworn and
Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that she doth not know
the Complainant in this Cause, but that she doth know the Defendant
in this Cause and hath so known him about Thirteen Years or thereabouts, and
the Defendant in this Cause Sixteen Years or thereabouts, And more
to the

To the second Interrogatory this Deponent saith that about fifteen
Months ago the Complainant and Defendant in this Cause came to this
Deponents House and Discoursed about Accompts depending
between them, and offering amicably to submit the whole Determina-
tion of the same to this Deponent Arbitration And that Accordingly he did
inspect the said Accompts, and found that those Produced by the Defendant
was not Correct to which Thereupon this Deponent by Authority of Part of them belonging to the
Defendant did not agree with the Defendant in the Date either of Day Months, or
Years and Deponent saith that the Defendant Refused to pay to the Complainant the
Ballance appearing due upon the Accompts

p 52.

Appeareth Ball Chitty of Madras Merchant Aged 46 Years or thereabouts
Sworn and Examined as a Witness in this Cause on the Part of the Defendant, was on
the Twenty Second Day of December 1790 shewn on Person at the Office of Mr. Fabian Sykes
one of the Attorneys for the Complainant by Sabanayagah who also left a Note of
the Place Title and Place of Abode of the said Deponent and afterwards on the
Next Day being summoned examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth not know the Complts
named in this Cause but that he doth know the Defendant Pancala Nainappen
in this Cause and hath so known him Twenty Years or thereabouts And
Answereth and to this Interrogatory

To the Seventh Interrogatory this Deponent saith that he doth know of a
Dispute having arisen between the Transferrer Moogely Nainappen and
the Defendant in this Cause and that the said Parties did come to the
House of Lambu Narchem and did Agree to Submit the said Disputes to the
Award Lambu Narchem and did Submit the said Disputes to the
Award Lambu Narchem Determination while this Deponent was Present
That afterwards Likewise while the said Accounts were examined at
Lambu Narchem's this Deponent was Present but by no means as an
Arbitrator at which the Transferrer Mistake was discovered in the Accounts of
the Transferrer upon which the Transferrer himself Acknowledged that
the true and Proper Accounts were at Chunglepet but that in Order to settle
Days he should send for and Produce them That the Defendants Accounts
were likewise Deposited by this Deponents Knowledge with the said Narchem
And that at the Time of their being so Deposited this Deponent was not Present
And that as to the Two Parties Agreeing with each other about the Balance
or of a Sum of Money in Case the Transferrer should not Produce the aforesaid
Accounts that Matter this Deponent is totally Ignorant of Moreover this
Deponent saith not to this or the last Interrogatory

Sworn Ball Chitty Madras

Before me Thamboo
Examiner

Between Henry Lawson of Madras
Inhabitant Complainant and Pancala
Nainappen of the same Place Dubash
Defendant

154

Mayor Conrad
Andrew Jackson

In Chancery

Between

Between Henry Lawson of Madras Inhabitant Complainant and Peercaka Sawmappen of the same Place Dubash Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Commissioners in this Court as followeth —

Cullen Mootiappah of Madras Merchant Aged 44 Years or there abouts being Produced as a Witness in this Cause on the Part of the Defendant and Sworn the 20th Day of December 1751 before us Persons at the Office of Mr Isaac Parker one of the Attorneys for the Complainant by Sawmappen

Who Doth depose and say that he hath Lived in Madras and Fort St George about Eight and Twenty Years and hath been Acquainted with the Defendant Peercaka Sawmappen about Twenty Years and hath been Acquainted with the Complainant Henry Lawson about Seven Years and hath been Employed by the Complainant and Defendant to Transact Business for them both and hath been Present at Several Times when Accounts have been Stated between them and this Deponent Further Deposeth that the Defendant Peercaka Sawmappen Did Sometime in the Month of October last Send for this Deponent to his House and Desired him to Come to Him the next Morning which this Deponent Accordingly did and when he Came there the Defendant Peercaka Sawmappen Told this Deponent that he Intended to Settle Accounts with the Complainant Henry Lawson and Desired this Deponent to be Present at the Settling thereof and to Assist him therein which this Deponent Promised to do and Accordingly Went to the Defendant's House the Next Morning and Found the Defendant and Complainant Sitting together and Several Accounts Laying before them which they were Looking over and Examining and Comparing together and Some Time after this Deponent Came there the Defendant Peercaka Sawmappen Desired this Deponent to Look over the Accounts and Tell him what Balance he Thought was Due from him to the Complainant Henry Lawson which this Deponent Accordingly Did and Found that there was Due from the Defendant to the Complainant Henry Lawson Seven Hundred and Eighty Seven Pagodas and Two Thirds of a Pagoda and Told the Defendant Peercaka Sawmappen that he Thought that was the Balance Due from him to the Complainant Henry Lawson upon which the Defendant Peercaka Sawmappen Told this Deponent that as the Point was Adjusted between them he would Pay the Money to the Complainant Henry Lawson as Soon as he Could Get Cash for a Bill of Exchange which he Intended to Draw upon Bengall in favour of the Complainant Henry Lawson and Accordingly the Defendant Peercaka Sawmappen Did Draw a Bill of Exchange upon Bengall in favour of the Complainant Henry Lawson for the Sum of Seven Hundred and Eighty Seven Pagodas and Two Thirds of a Pagoda and Delivered the same to the Complainant Henry Lawson in this Deponent's Presence and Further Deposeth that the Complainant Henry Lawson Did Desire the Defendant Peercaka Sawmappen to Give him a Receipt for the Money which he Intended to Draw upon Bengall for and the Defendant Peercaka Sawmappen Did Accordingly Give him a Receipt for the same and this Deponent Saw the Defendant Peercaka Sawmappen Sign and Seal the same and Deliver it to the Complainant Henry Lawson and Further Deposeth that the Defendant Peercaka Sawmappen Did Desire this Deponent to Keep the Accounts which they had been Looking over and Examining together and Told this Deponent that he Intended to Settle Accounts with the Complainant Henry Lawson Every Month and Desired this Deponent to Keep the Accounts for that Purpose and this Deponent Accordingly Did Keep the Accounts and Kept them Constantly Every Month for Several Months Together and Further Deposeth that the Defendant Peercaka Sawmappen Did Desire this Deponent to Draw out the Accounts between him and

Have or but You heard Know of any Conversation Talk between the said Transferor and Defendant concerning a Bond which the Defendant desired to have Delivered to them If Yea what Answer did the Transferor make to the Defendant concerning the same, and do You or do You not know whether the Transferor did or did not Acknowledge to be Indebted to the Defendant the Ballance of the Accounts Which were then Depending between them and whether the said Transferor did or did not Promise to discharge the same the whole of these Matters According to the best of Your Knowledge remembrance and belief together with the reasons of such Your belief fully and Particularly declare

4th Do You know of any Other Matter or Thing or have You heard or Can You Say Touching the Matters in Question in this Cause Touching any thing touching the Matters in Question in this Cause If Yea declare fully and truly to the Best of Your Knowledge and belief all that You know heard or believe in the premises and all the reasons of Your knowledge and belief in the premises fully and particularly to be Interrogated

J. Chambers
Attorney for the Defendant

In the Court of Exchequer

Between Henry Lawrence of Nassau in the Island of Providence Merchant Complainant and Peter Dubois of the same Place Merchant Defendant

In the Court of Exchequer

Between Henry Lawrence of Nassau in the Island of Providence Merchant Complainant and Peter Dubois of the same Place Merchant Defendant

A Translate of a Receipt

Number or Eight be Paid to Mogulawaapah in Account of
Pondawaapah Bond One Pondah Pagoda Hire One Hundred
Pagodas be the Paid down by Yoagapillay

Signed Mogulawaapah

A Tamul Translate as near as Can be from the Original into the
Malabar Language by Cawaapah Sworn Interpreter

T. Chambers
Attorney for the Defendant

In the Court of Oyer and Terminer

Tuesday the 13th Day of November
Anno Domini 1770

Present

John Holland Esquire Mayor
Thomas Powney — Edward Stracey
George Smith — John M. Pearson
John Sullivan — Aldermen

Between Henry Lawrence of
Madras Inhabitant Complainant
and Pancalawaapah of the same
Place Merchant Defendant

This Cause coming on to be Heard and debated This Day
in the Presence of the Attorneys on both sides, On Reading the Complainant
Bill with a Translate of an Obligation and Account Current and Answer
and Counter Bill Defendants Answer with an Account Current annexed
and Counter Interrogatories and Exceptions to
the Depositions of Witnesses and Interrogatories

Received
February 1758

To the Honble the Mayor's
Courtabe Madras in London

Humbly Complaining Sheweth unto Your Honble Court
Your Orator Frederick Xavier De Goze of Pondicherry Merchant, by his
Attorney Daniel Shaw of Madras, Inhabitant, that Shewashedambaram
Pulley of Carangoorey, Inhabitant but now at Madras, stands Indebted
unto Your Orator on the full and just Sum of Four Thousand Six Hundred
and Fourteen Pagodas and Thirty Three Fanams Current Money of Madras
and Bengal Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda, the Sum of Four Thousand Eight Hundred
Shillings for every Pagoda, the Sum of Four Thousand Eight Hundred
and Sixty Seven Pounds Fourteen Shillings and Four Pence Sterling
as Your Orator doth Aver and at large Appears by an Account Current
herewith Annexed for the Inspection of this Honble Court Your Orator Humbly
Prays that the Same May be Admitted as part of this his Bill of
Your Orator further Sheweth unto this Honble Court that Shewash
ambaram Pulley for and in Consideration of the Sum of Six Hun
dred Rupees Borrowed and Received of Your Orator
On or about the Seventh Day of April which was in the
One Thousand Seven Hundred and Fifty Eight, did E
unto Your Orator a paper Writing in the Malabar
by the said Shewashedambaram Pulley Promising
On the Twenty Second Day of the Same Month
Thousand Four Hundred Rupees together wi
become due thereon at Twenty per Cent
Promised the said Promises for the
Original Bond or the Defend
to be Produced to this Honble
shewn Unto unto this Honble C
And Defendant should the
Defendant

Account Current of Pattison

1782													

1758 April	1.	To your Mother's Obligation of this Date Payable on or before the 27. Instant with Interest thereon at the rate of 12 p Cent p Annum for Pondicherry Rupees	4500	-	-	1757 July	2.	By Cash Received Pondichy Rupees	420	-	-
		To Interest on ditto from the 1st April 1758 to the 2d January 1771 viz 12 Years 8 Months and 25 Days	992	2	-			By Interest on ditto from the 2d July 1757 to the 1st April 1758 viz 8 Months at 12 p Cent p Annum	662	2	-
		Pondicherry Rupees	11634	2	-			By Balance Due	15372	-	-
		Equal to Pondicherry Rupees 11331. Rupees p 100 Pagodas	4619	33	1			Pondicherry Rupees	16534	2	-

Madras 2d January 1771
Errors Excepted
Daniel Shaw
Attorney for Mr Francois Xavier Lefevre

1757

767

Petition the day of 18 January was read by the Hon'ble Court [illegible]
Answer and Exhibit of the said Daniel Shaw, which said Petition
and Answer was taken on the fourth day of January last, that the
Defendant was Lastly seized & Possessed of the Sum of Eight Thousand Pounds
Lawful Money of the said Province Four Thousand Five Hundred and nineteen
Pounds and Thirty three Farthings, But that He the said Daniel
Ingraham cannot be believed this Defendant would therefore humbly
pray that upon the Hon'ble Court on Examining the said
Petition Answer & Exhibit of this Defendant further may be, that
Petitioner [illegible] at the rate ordinary Affidavit of the said
Daniel Shaw appeared, as this Defendant in the Name of your
Petitioner and in Pursuance with His Excellency the
Governor's Warrant Issued Capias ad Respondendum, and which was duly
executed by the Sheriff of this Province, but this Defendant
has not yet entered Bail to the Action nor is this Defendant
desirous of entering Bail to the Jurisdiction of this
Court but is willing to Come to an Equitable Composition
with the Petitioner for the Debt Demand in the Petition
Exhibited Demand of the said Francis Xavier [illegible]
Defendant further saith, that he this Deponent
was employed by the said Daniel Shaw
Demand against the said Francis Xavier Delisle
the sum of Six Thousand Pounds
Warranty Obligatory, drawn
was made Your Petitioner
was invested with the
Deponent, on the
Francis never
Court to

971

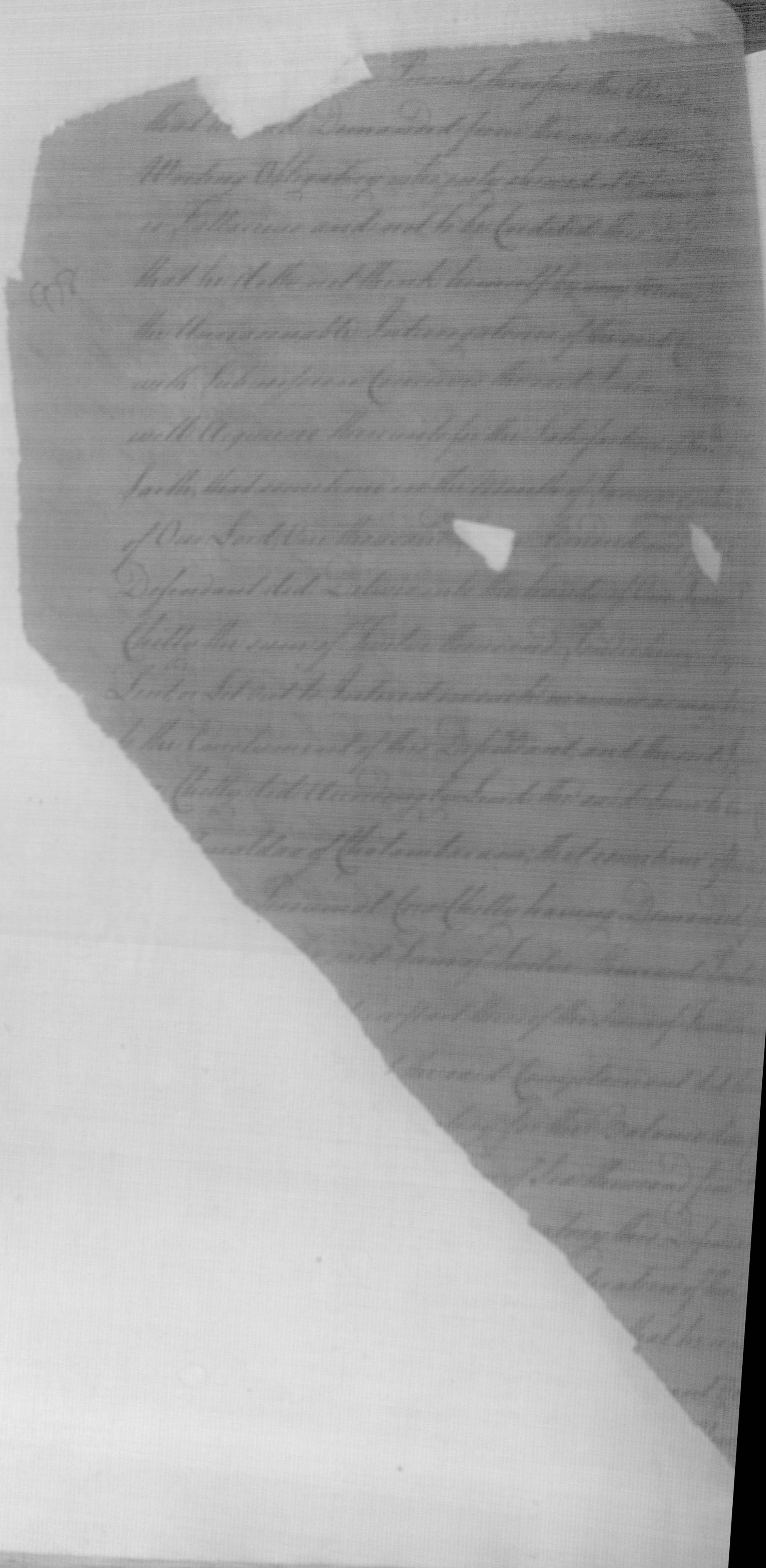
[illegible] Bill of Complaint and for [illegible] to and
[illegible] Bill of Complaint and for [illegible] to and
[illegible] Decree thereupon as the Court
[illegible]

[illegible]
Attorney for the Complainants

[illegible]

[illegible] Supplemental Bill
of Complaint
[illegible] Complainants
[illegible] Defendant

[illegible] Ryland [illegible]
of Complaint [illegible] Defendant and Answer for [illegible]
[illegible] and many [illegible] Matters and things
[illegible] Bill of Complaint [illegible]
[illegible] and [illegible]
[illegible]
[illegible]
[

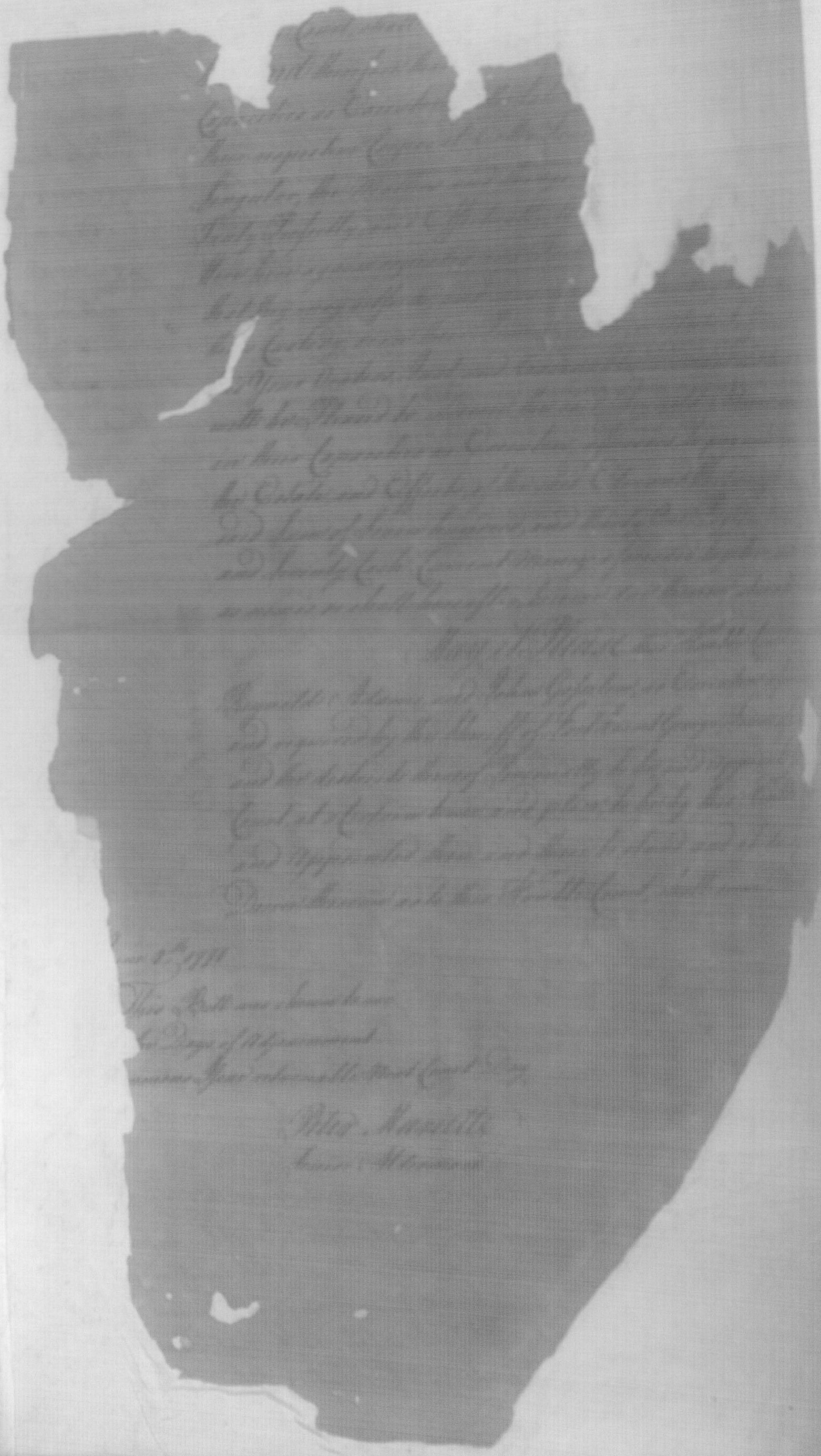


Pagodas 134. 21. 10 Pagodas

Fort Saint George 5th Sept. 1771
Errors Excepted

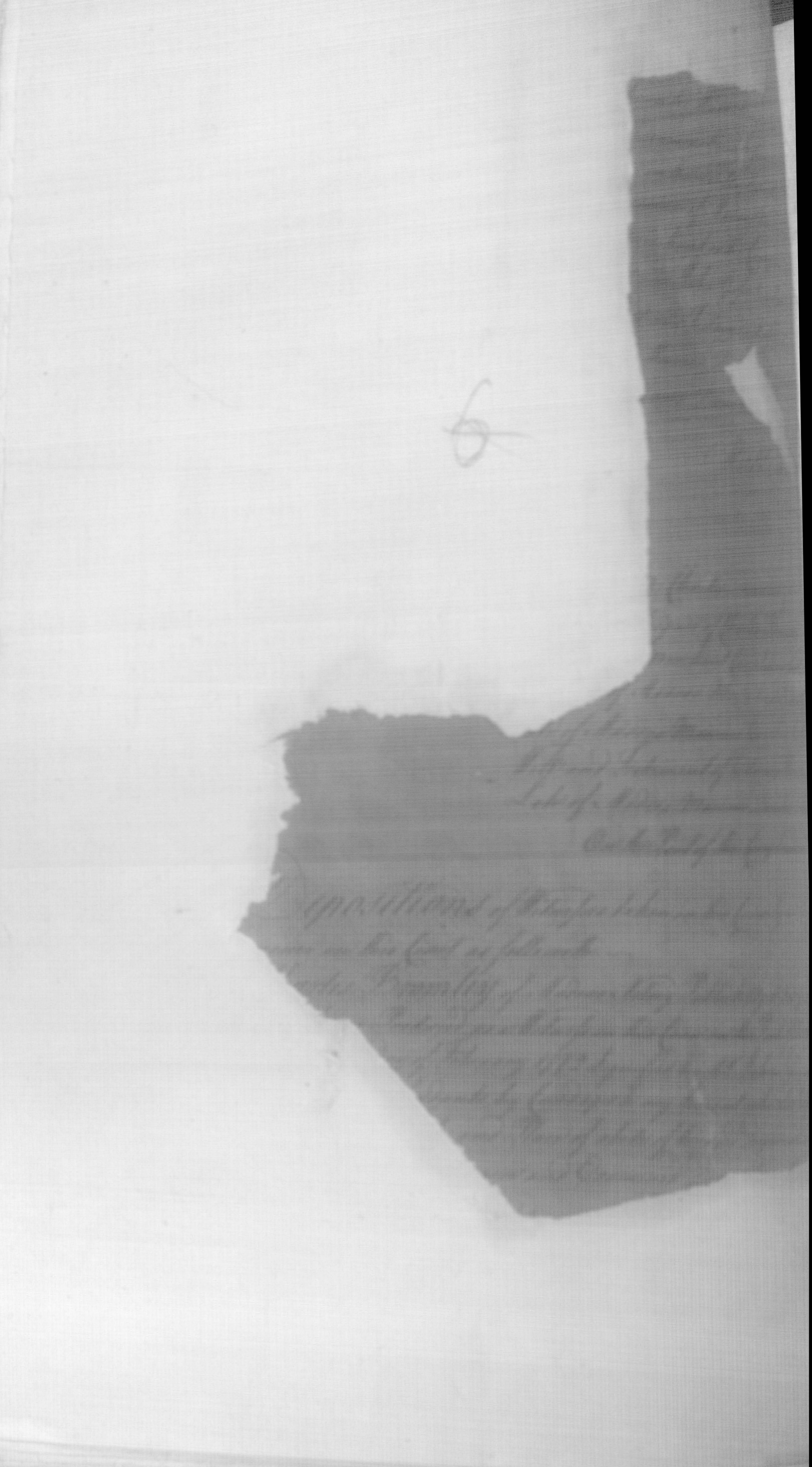
457

B



459

360



461

7

8

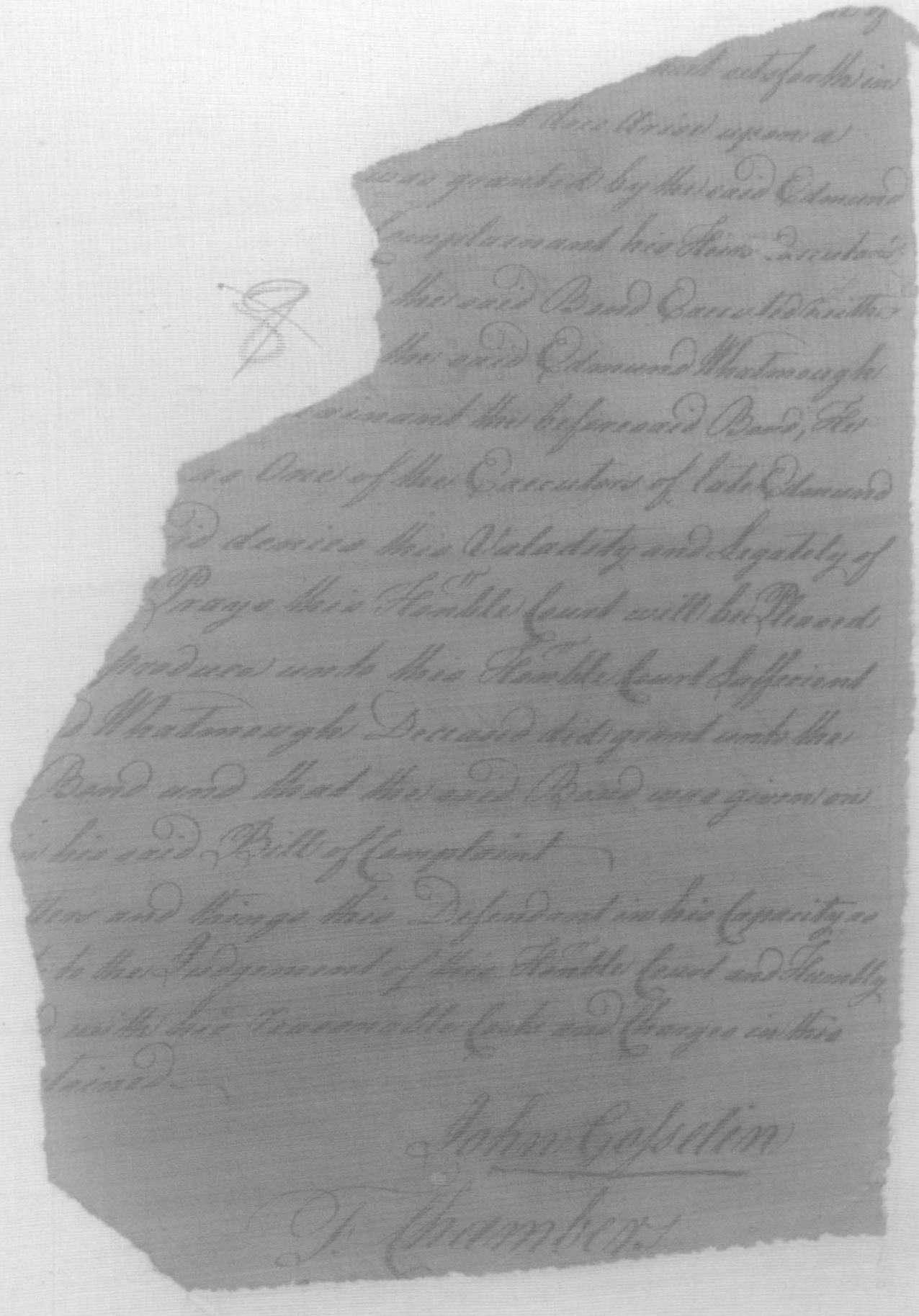
[illegible] for Reynander Thom
[illegible] Bill of Complaint and all and
[illegible] contained to be good and sufficient in
[illegible] and sufficient for the
[illegible] Defendant to Reply and
[illegible] Answer unto the said Bill
[illegible] Defendant is Ready and
[illegible] Honble Court shall Direct
[illegible] for the Defendant

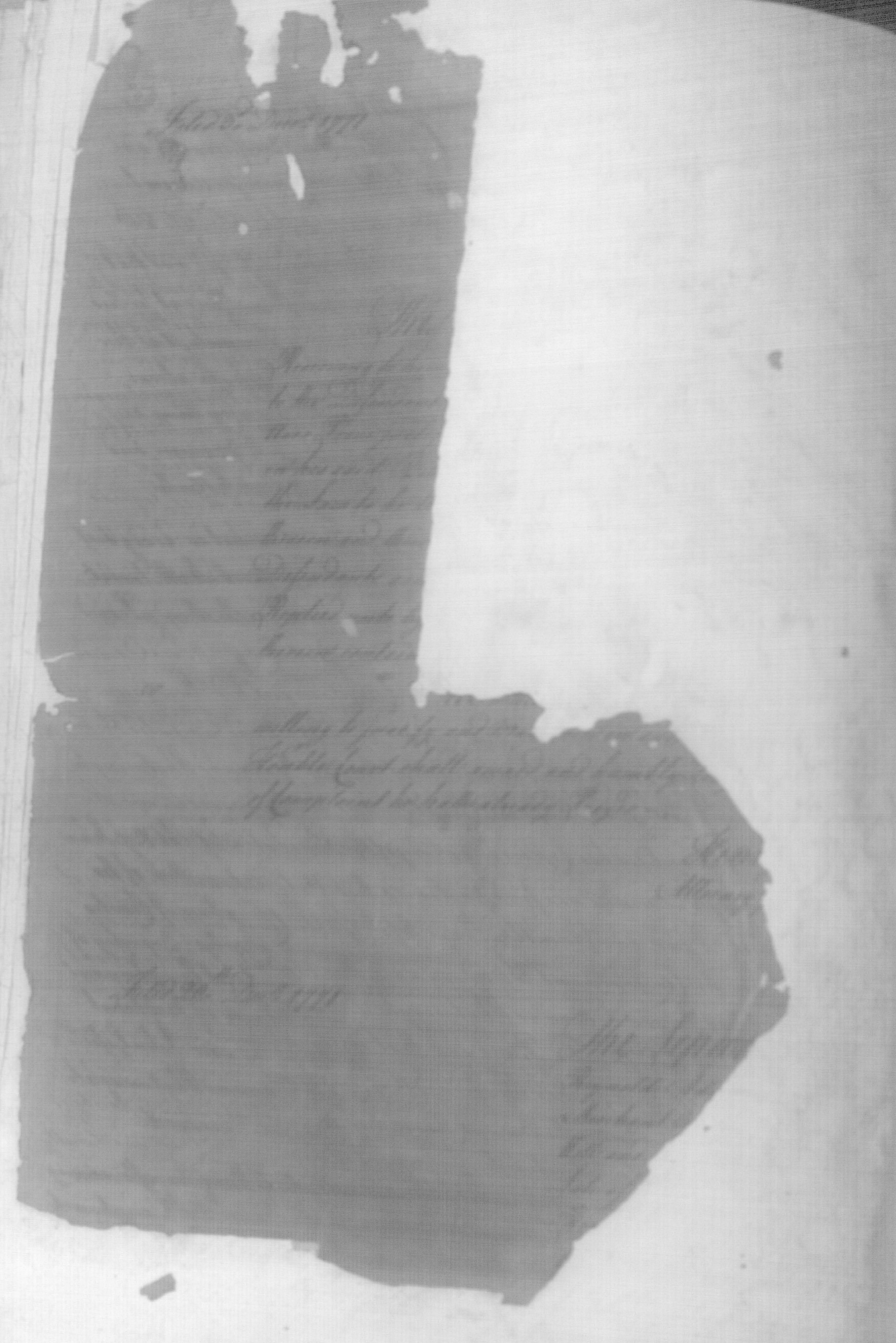
John Sykes
Attorney for the Defendant

The Separate Rejoinder of John
Lefurgin of Madras Mariner One of the
Defendants to the Replication of Charles
Downes Assignee to Charles Bromley of
Fort Saint George Merchant Complainant
Against Reynold Adams of Portsmouth
George Merchant and the said John Lefurgin
Found Recognizg to Edward Whatmough late
of Madras Mariner Deceased

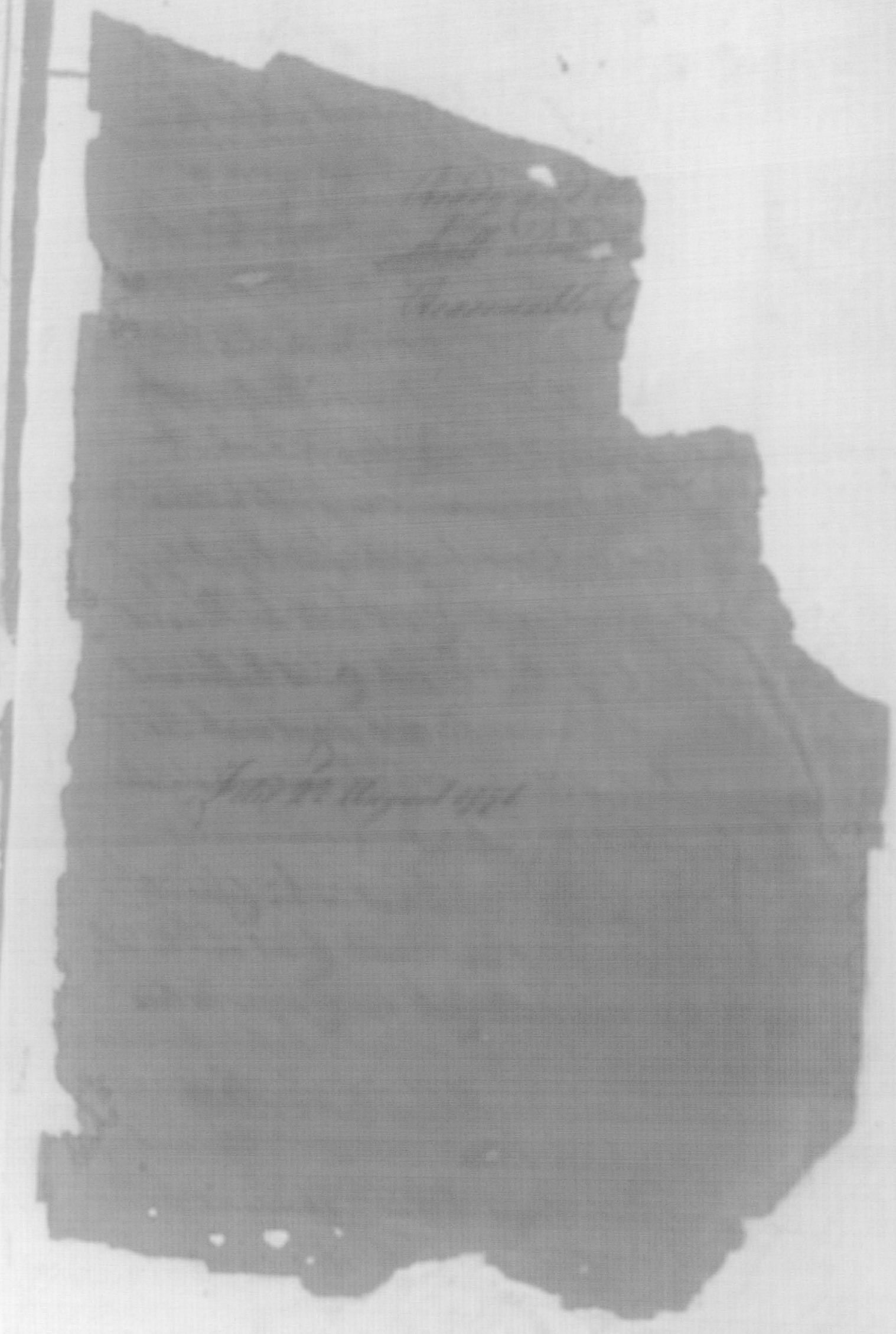
Defendant now and at all times hereafter saving
and all Manner of
[illegible]







463



464

10

Mr. John Burwell Dr. to Milliam Benton late Baiter

1775 Dealy with Account Current with Brown Benton & Conkra

165

#B

of three thousand Three hundred and
amount to the Sum of Rupees Four thousand
Damages and Account of the Loss and Ex
and of what there Defendants have
which they are entitled unto the
or any other Sum or Sums of
more than Eight or not any other Sum or
they have to Recover and Account of pay
the said Company at Pagoda and that
Day Edward Sleigh Dadley was engag
by Agency for Six Months & 15 Pagodas
Pagoda P Month ... 135 — —
Do ... Do ... 90 — —
... 176 — —
... 2310 — —
Months Do Rupees ... 600 — —
12 ... 252 — —
3770 — —

Account at Oppaver that all that could be due
Salary and Losses &c Account of pay Wages &c
pay imprest at Pagoda and that Seventh Day of
one hundred and Sixty Rupees and 00 that Seven thirty
and Seven hundred and Seventy One which is
the Remainder Due More than Rupees Three thousand
Seventy Nine Whereas there Has been Seven Months
Three Rupees Advance on that Account which is
Sixty Rupees Difference and which said Difference
is Indubitably more than Sufficient for the
Costs and Losses on till the Fourteenth Day of
Seven Days More, as on the said Fourteen Day of
and said Plaintiff that Dadley was Seized by the
by Virtue of a Warrant of Execution Obtained by
Defendant Creditors on the Court after
the Day of Seven Three Days more the
express or Reasonable for pay Ships
from that Day Demanded of all proper

1166

12

[illegible] and by this his Bill of Complaint

[illegible] Chambers

Attorney for the Respt

The General Rejoinder

[illegible] Barnwell and William Bruton

[illegible] General Replication and [illegible]

[illegible] Now and at all Times hereafter

[illegible] all and all Manner of [illegible]

[illegible] Answer, Plea, Demurrer Amendments

[illegible] and Replication contained

[illegible] will aver, prove, and maintain

[illegible] and things contained in the [illegible] Defendants

[illegible] and Answer [illegible] and the Same to be [illegible]

[illegible] and Sufficient [illegible] and

[illegible] and Declared and that the said Replication

[illegible] and Insufficient for the said Defendants to make any

further Answer unto

All which Matters and things the said Defendants

[illegible] to Verify and prove as this Honble

[illegible] and Humbly pray as in and by their said

[illegible] already Prayed

Henry Dev. Puy

Attorney for the Defendants

1,66

DK

Entered and by him filed Bill of Complaint

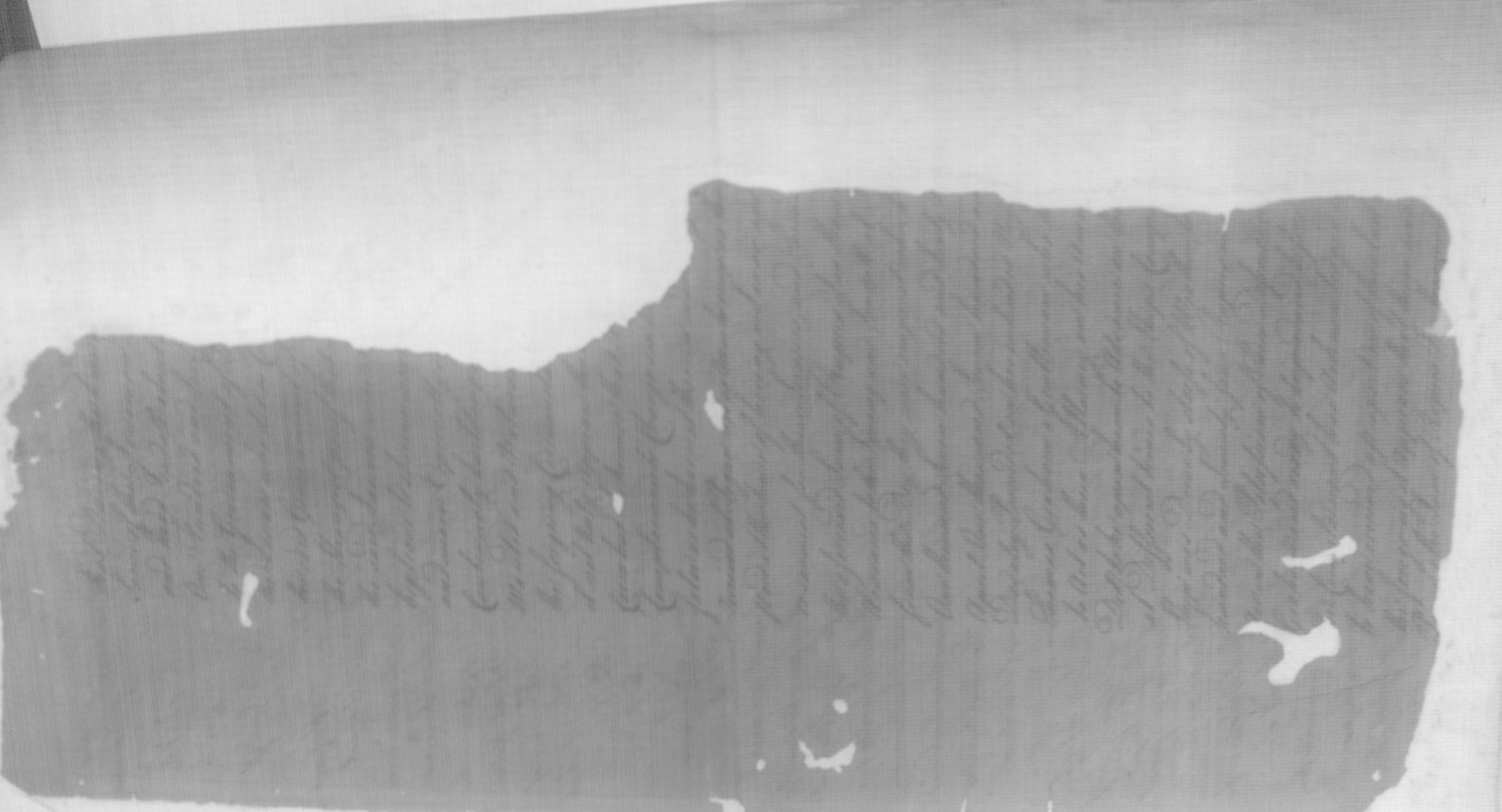
J. Chambers
Attorney for said Royall

The General Rejoinder
of Peter Burwell and William Bentley
to the General Replication of Thomas
Lucas

These Defendants saving and reserving to themselves all and all manner of benefit
of exception to many Errors, Uncertainties
Insufficiencies and Replications contained
in the said Bill for answer thereto or to
the Discovery and Relief and Answers
Pleas and Things Contained and those Defendants
Peter and William for Plea
Answer and Demurrer to the said Bill
and Declare and Aver the said Replication
to be uncertain and insufficient for those Defendants to make any
further answer

All which Matters and things those Defendants
Pray to be Hence dismissed and pray as this Honble
Court shall Honorably please to order and by those said
Defendants already Prayed

Henry Dis. Pitt
Attorney for said Defendants



7967

By Balance of Account Current
Amount of further Imprest and Wages for the } 1776
Said Ships Company

By Ditto Cash
By 96 Ditto
By 10 Ditto Recruits
By 1 Lascarin

Pardons Absconders Sick Men Non Effectual Ups
Ten Above Company

Arcot Rupees 639 . .

Arcot Rupees 639 . .

Fort Saint George Nov.r 8.th 1771
Errors Excepted

John Burnett
William Burton

1,68

18

D Chambers
Attorney for the Defendants

Tuesday the 5th Day of July
Anno Domini 1773

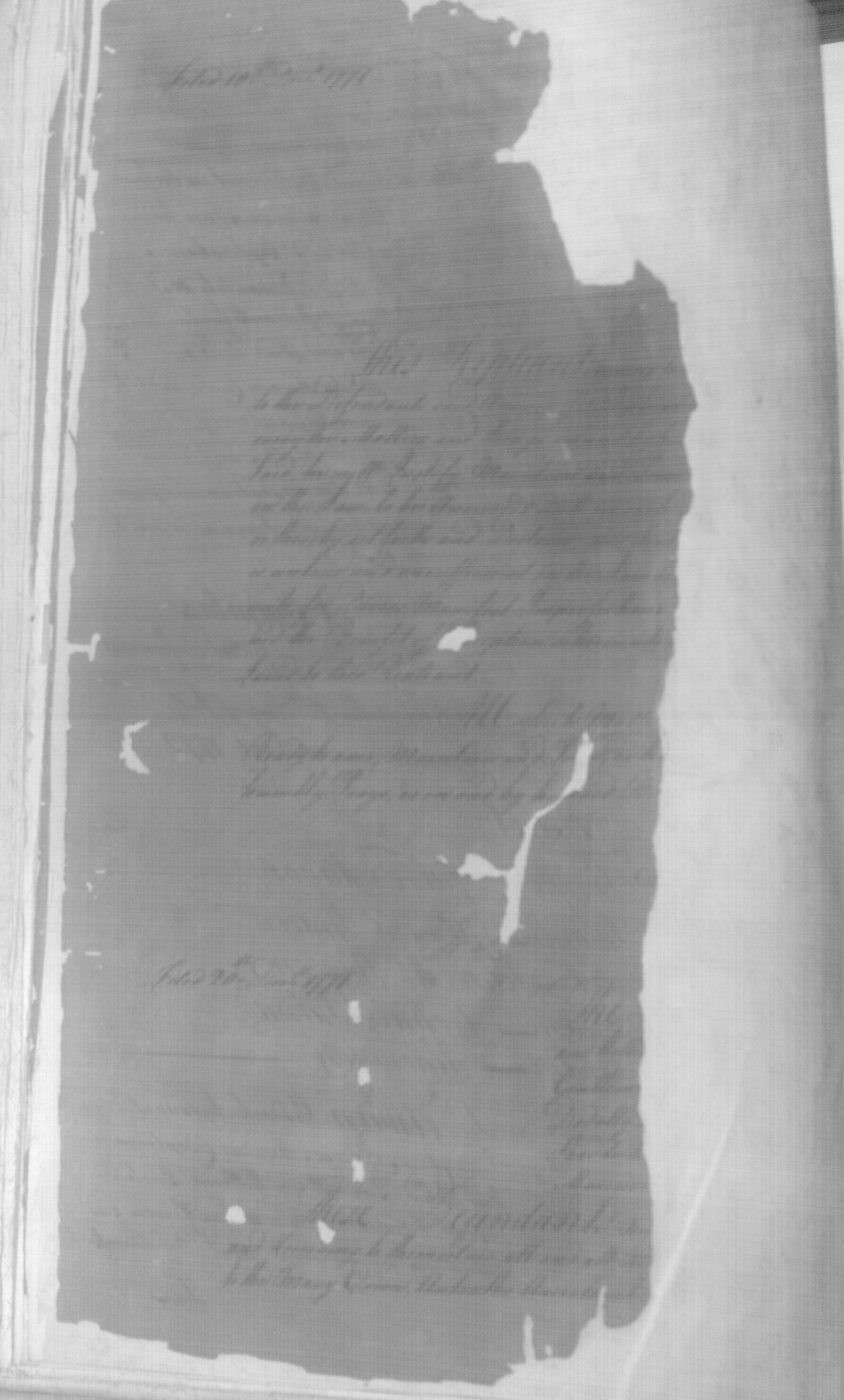
Present

Sonable Jaus Mayor
Comon Edmund Gracey
and — John Mc Pherson
Esqrs — Archibald Holmes
Esquire — Aldermen

Between Abraham Lazarus —
Plaintiff & Jews Merchant Complainant
and Silas Burnell and William Benbow
also at Present in the Gaol Merchants
late Partners of the Sloop Dudley Defendants



469



1770

1B

2541

17

172

15