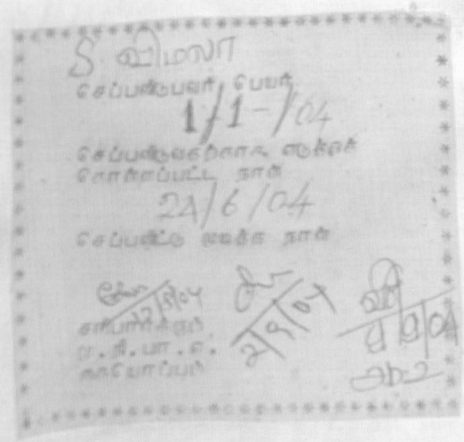


MAYORS COURT

G.NO. 12035

VOL.NO. 40



Vol. 2 No. 379

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Chinna Nistrama Chitty of Madras
Merchant That whereas Your said Orator on the Twenty
fifth day of September in the present Year of our Lord
was possessed of Gold watch of the Value of One Hundred
and fifty Pagodas Current Money of Madras which is in
Sterling Money of Great Brittain at the Rate of Eight
Shillings Pagoda the Sum of Sixty Pounds of this
Money Pagoda and Bearing as possessed there
of Your Orator did deliver the same into the hands of
Your said John Peterson who then followed the trade
as a Watchmaker in order for him said John
Peterson to make and to some Reasons Repairs to the said
Watch when Your Orator sheweth that sometime afterwards
upon making Application to the said John Peterson for
the said property he answered for answer that he said John
Peterson had left the said Watch whereby Your Orator lost
and was deprived of the said property, but Your Orator
saith that he did afterwards To Wit on or about the Fifth
day of the present Month in the present Year of Our Lord
found the said property and did in fact the same with the said
John Peterson aforesaid Road of Madraspatnam afore

E. March 1780

In the Honble the Mayors
Court at Madraspatnam

The Answer of Samuel Reed
to the Bill of Complaint of Chinn
Hettawna Chetty of Madras
Merchant

This Defendant saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errs Uncertainties and Imperfections Contained in the Complainants said Bill of Complaint for answer thereunto or unto so much thereof as doth in any wise concern this Defendant answereth and this Defendant answering Saith That on or about the Months of April or May last to the best of this Defendants Recollection at the time John Peterson in the Complainants Bill of Complaint named came to this Defendant and offered and proposed selling this Defendant a Gold Watch and this Defendant saying he would look at the said Watch the said John Peterson right came to his hands and delivered the same unto this Defendant who did look at the same and this Defendant saith that he did not want it at that time, and this Defendant further saith that about a Month after the said John Peterson came again and found time to waite upon this Defendant saying that said Watch is offered for Sale by him to this Defendant was then in the Hands or Possession of David Rhodes as a by way of Security for a Debt which the said

John Peters at the same time saying he refused or
Waited for Forty Nine Pagodas, whereupon this Defen
bought the Watch at that price or some Copper and
Allowed with the first plea Rupees Seventy four Pago
Eighteen Fanams being the Debt and Costs
John Peters and passed Payment before the Pagodas
Seventy four Fanams & money and Costs and also
sustains the Defendant Humbly hope them to inti
to the Defendant bought Purchased & paid for
as on your Oath for answer Do more especially as the
dant produced the said Pagoda Watch in the court
Watch from the property thereof and Defendant Humbly
ment and Claims the said Watch & the Complainant
Complaint for that purpose mentioned & notice of the
but when there the Defendant produced the bought
other Stranger to them and who for ought as the Defe
known to the Contrary might be the Complainant
Defendant and at the time of the Sale Gold Watch
the Defendant without the least Intention Deceit
and for a Watch as aforesaid produced the Complainant
as the Complainant the Defendant refused the pur
same Do Claim and Watch but was known to the
Defendant paid for the Watch to the Defendant
time the Complainant came to the Defendant
the Complainant to the Watch

Watch at any purchase but the Complainant wishing to have said
Watch at no greater or other price than such his pretended Claim
and striving to injure and oppress this Defendant in the
premises hath filed his Bill of Complaint in this Hon^ble Court
whereon if such pretended Claim should be countenanced and
take effect, this Defendant begs leave to observe that it will
be an in let to deprive every person of his property and of Buying
of fair purchaser or dealer will be safe in or can with any
Certainty enjoy the property he may at any time purchase,
of this Subject to after Claims — All which Matters and
things this Defendant hopes to prove to the Satisfaction of
this Hon^ble Court, and therefore prays to be hence dismissed
with his reasonable Costs and Charges in this behalf most
worthily sustained. —

Thomas Hill Esq^r
March 7. 1780.
Thomas Taylor
Reg^r

Bopham
Atty for Defend^t

D 2^d May 1780

The Replication of Thomas Hickman Chitty of Madras Merchant Complainant to the Answer of Samuel Reed of the same place Merchant Defendant

This Replicant saving to himself all Advantage
of Exception to the Defendants said Answer for Replication thereto
says he still doth and will aver the Matters and things in his
said Bill of Complaint set forth to be true certain and
sufficient to be answered unto by the said Defendant and
which said Answer of the said Defendant he this Replicant
doth and will aver to be uncertain insufficient and untrue
in many material points and things therein contained to be
replied unto by this Replicant and which he is ready to aver
and prove as this Hon^ble Court shall direct and humbly prays
as in and by his said Bill he hath already prayed —

Thomas Hill Esq^r
March 7. 1780.
Thomas Taylor
Reg^r

Maintain and prove to be good & sufficient in the
to be answered unto in such manner as the same ought
whereby & whereof the said Defendant doth hereby
said Defendant to answer and farther to Rejoin to
this Replicant prayed unto for Process of Subpoena
and Inasmuches therein contained the Complaint
unto long since and at sundry times hath to this Replicant
this Replicant for further Replication saith that the
saith Justly and truly stand and Rest unto have Had
and with the Leave of this honorable Court hereby
Sale of the Watch in question or ought to Allege
in as good Condition as he the Defendant received
and this Replicants said Complaint contained
averments and Arguments made use of by the Defendant
has never the Life Annuable to him the Replicant for
and property. And this Replicant saith that the Matter
application Mentioned to have been made by the
Peterson and his well known Circumstances this Replicant
being been informed that the said John Peterson was
short time before unlawfully from confinement
which the Defendant certainly knew he long time
time of this imprisonment And the Sheriff Officers of
Honble Court, should have put the Defendant upon the
against entering into any Bonds with two sufficient
and Articles as aforesaid, which the
said John Peterson not having

Deponent. And this Replicant further observes that
John Peterson second Application should have ad
suspicions of the Defendant from the improbabili
Valuable an Article remaining so long alone in the
sessions of the indigent Circumstances of the said
Peterson and particularly the said Watch now
to Sale at so low a price, so much inferior and inade
to the real and true Value - And this Replicant saith
having once found his property he had a Right to
the same having been unduely deprived thereof by
John Peterson who not having any Right to Dis
of the said Watch the Sale thereof by him is consequ
and this Replicants Right and property un
by the same, and this Replicants not under the Ne
in order to acquire the possession thereof to pay the
which the Defendant pretends he paid for the Watch
but on the Contrary the said Defendant should Return
back unto this Replicant his said property and Dama
restitution from the said John Peterson of the Money
pretends he has paid him for the same and not to
the said Amount from this Replicant.

All Which Matters and things this Replica
ready to Aver Maintain and prove as this Honble Co
shall Direct and humbly prays as in and by his sa
Bill he hath already prayed.

Sly Dick
Sly Rep

Filed 27th June 1780

The Rejoinder of

This Defendant

have Removed the same And Strengthen the Defendt
in believing his purchase to be Just And valid And
All which matters And things the Defts
Answt readdy to aver maintain And Prove as Honble
mer And Court shall Direct And Or-
therefore humbly Prays as in And by the Said Answer to
this Defendt hath before Craved
Bosphams
Atty for Defendt

Interrogatories to be Administd
to the Witnesses on the part and
behalf of the Complt in a Cause
now depending in the Honble the
Mayors Court of Madraspatnam
wherein James Chinnappah
Chitty of Madras Merchant Complt
and Ismael Reed of the same place
Painter Defendt And the Said
Complt

To all the Witnesses } 1st Do You know the parties Complt
and Defendt in the Title of the Interrogatories
named Matter and Cause of Action Suit and Difference
how long have You so known them

To swear and Examine } 2d Do You or do You not know of any Matter or
Ramah Chitty } Thing touching the Watch in dispute in this Cause, and if
Delivery thereof to John Ottoson Watchmaker for Repair
the same or for any other and what purpose? Do you know
have you heard or been informed whatever the Value there
what the Complainant paid for the same Declare the
as you know have been informed and do believe together
the Reason of such Your Belief

To all the Witnesses } 3d Do you know of any other Matter or Thing or have
heard or can You Set forth any thing Touching the Matter
this Cause that may tend to the Benefit or advantage of the
Complainant If You Declare the same as you know
been informed or do believe together with the Reasons of
your Belief as fully as if had been thereunto Particularly

Sly Dos Pary
Atty Complt

Mayors Court at
Madraspatnam

Between James Chinnappah
Chitty of Madras Merchant Complainant and Ismael
Reed of the same place Painter
Defendant
On the Part of the Complainant

Depositions of Witnesses taken in this Cause by

Sawrmy of Madras Peon Aged 30 years or thereabouts being produced as a Witness in the Cause on the part of the Complainant was sworn the 31st Day of March 1781 Signified at the Office of Mr Stephen Dighton Attorney for the Defendant by Answering my Summons on the 28th Day of March Instant to the Hon.ble Tobias Du Pleau Esqr Mayor of the Town & the Court of Choultry of Madraspatnam and afterwards on the same Day being Sworn the Examined Deposeth as follows

1st

To the first Interrogatory this Deponent saith that he doth know the Complainant Samuel Reed the Defendant Ramah Chitty & the said Watch & that he hath known the Complainant & Defendant Ramah Chitty about 3 years & that he hath known the said Watch about 6 years & that he is a Native of Madras

2d

To the second Interrogatory this Deponent saith that he doth know the Complainant & Defendant & that he hath known them about 3 years & that he is a Native of Madras

3d

To the third Interrogatory this Deponent saith that about 3 years ago he was present when the Complainant & Defendant Ramah Chitty agreed to go to Mr Hall & Mr Dighton's Office to make a Bond for the Defendant to pay the Complainant 1000 Pagodas & that he was then present when the Bond was executed & that he was present when the Defendant Ramah Chitty paid the Complainant 500 Pagodas in Part of the said Bond & that he was present when the Complainant & Defendant Ramah Chitty agreed to go to Mr Hall & Mr Dighton's Office to make a Bond for the Defendant to pay the Complainant 500 Pagodas more & that he was present when the Complainant & Defendant Ramah Chitty went to Mr Hall & Mr Dighton's Office & that he was present when the Defendant Ramah Chitty executed the said Bond & that he was present when the Defendant Ramah Chitty paid the Complainant 250 Pagodas in Part of the said Bond

Deposition as follows viz.

1st To the first Interrogatory the Deponent Saith that he well knows the Complainant Chinna Cheeta Chetty and has known him these Eighteen years at Madrass and that he Saith not known Defendant Samuel Read in the Interrogatory Saith not to the Interrogatory —

2d To the second Interrogatory the Deponent Saith that the Complainant in the Cause has often Told this Deponent and that Sigundi Ranga was to Defendant Saith that this Deponent applied to the Complainant who told this Deponent to go to Sigundi Ranga and Tell him that he the Complainant was Further sorry and this Deponent went to Sigundi Ranga as a Broker and showed the said Bill to him who said it was not worth more than One Hundred and fifty Pagodas Defendant tells the Complainant what passed and the Complainant said that he would not pay the Defendant any thing but found One Hundred and fifty Pagodas and Defendant got his Custom from Sigundi Ranga and Defendant according to Sigundi Ranga and Tells him he must pay the Custom under the One Hundred and fifty Pagodas and Sigundi Ranga refused to pay more than One Hundred and fifty Pagodas for which Bill upon which the Defendant refused to the Complainant — and more Saith not to this Interrogatory —

Rich.d Brighton

Mayor's Court at Madraspatnam

Tuesday the 12th day of June Anno Domini 1781.

Present

Benjamin Roebuck Esq.r Mayor
Thomas Cooper and Rob.t Hughes
Aldermen

Between Chinna Cheeta Vanna Chitty of Madras Merchant Complainant and Samuel Read of the same place Painter Defendant.

This Cause coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill, The Defendants Answer, The Amended Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant and Hearing the Pleadings Made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly by Order and Decree that the Complainants Bill be Dismissed with Costs —

Jno Call

Court of Appeals
at
Madraspatnam

In Equity the 5th January
Anno Domini 1793.

Between Shaik Abdool Rozack
Petitioner
and
Chetty Coopa Chetty and Others
Respondents

To the Honble the Court of Appeals at Madraspatnam

The Petition of Shaik Abdool Rozack of Madraspatnam Merchant

Humbly Sheweth

That your Petitioner did on the 19th day of May 1789 prefer his Petition to the Court of Appeals at Madraspatnam praying the Petitioner might be relieved against the Decree of the Honble the Mayors Court bearing date the 5th day of June Anno Domini 1783 made in a cause depending in the said Court between Chetty Coopa Chetty Plaintiff and your Petitioner Defendant and also

for the Inspection of the Hon'ble Court Do submit to Pay by you
Order to be taken as part of this his Bill of Complaint the Orig
of which said Letter is now in the Possession of the said Chea
Chitty to which Your Orator prays leave to have Reference
and Your Orator further Sheweth that the said Cheapa
Chitty standing here to prosecute and pursue the said Respondentia
to prosecute his Creditors Order of Your Orator obtained
and under Example of the said Letter the said Cheapa Chitty
caused to be arrested at the Insolvent Office of the Gaol of the
and Confined the Sum of Two Hundred Rupees under
Bengal as aforesaid as by the Exhibits in the said Cause
your Orator prays leave to refer to for the Purport and
Your Orator further Sheweth that the said Cheapa
Chitty Possessed himself of the said Policy of Insurance
and Amount of the Loss of the Ship Lord
Rupees Immediately after the Receipt of the
by the said Cheapa Chitty the said Coothchitty Comp
advice of the Contents of the said Policy of Insurance
to take those measures whatever in order to
in which said Letter of advice the said Coothchitty
such had Your Orator Non Nagapore to Bond the
Respondentia Bond for the Amount of the Insurance
on the said Ship Lord Hungerford to
amounted to the Sum of Rupees
for the same of

Balance of an Account then owing and due by Your
unto the said Cheapa Chitty as by the Translation of
Court of the said Letter Marked B hereunto annexed for the
Inspection of this Honble Court may appear and which is
by Your Orator to be taken as part of this his Bill of Com
and the Original of which said Letter is now in the Pos
of the said Cheapa Chitty to which Your Orator prays leave
to have Reference and Your Orator further Sheweth that on the
arrival of the said Ship to Your Orator at Nagapore Your
Orator caused a Respondentia Bond in the name and
said Cheapa Chitty for the Sum of Two Hundred Rupees
the surplus of the said two articles amounting to the Sum of
Thirty three Rupees and one half which Your Orator did the
said Cheapa Chitty to pay unto the said Coothchitty Comonpoly
which to this day has not been paid unto him as by the Transl
Letter of an Extract of the said Letter marked C hereunto
annexed for the Inspection of this Honble Court may ap
pear the Original of which said Letter is now in the Pos
session of the said Cheapa Chitty and to which Your Orato
prays leave to have reference in which Letter Your Orator
says that he hath inclosed the said Respondentia Bond and
directed the said Cheapa Chitty at Madras conditioned that
the Ship if the aforesaid Money should be run on Board Safe
the Risk of the aforesaid Ship to be run on Board Safe
at Madras Ballast from Ganga to Rangoon and from

for the Inspection of this Honble Court and which is
by your Orator to be taken as part of this his Bill of C
plant the Original of which said Letter is in Your
Possession and ready to be produced before this Honble
Court when Required —

On Receipt of which Letter Your Orator sen
on order to the said Cheapa Chitty from Masulipatam
to pay the said Insured amount unto one Madina Sa
which payment was not made whereupon Your Ora
tore left the very Profitable business in which he was
engaged at Masulipatam and arrived at Madras in
order to obtain satisfaction of the said Cheapa Chitty
Respecting the Premises but Your Orator sheweth that
altho he hath frequently and in an amicable Manner
Requested Payment of the said Sum of One Thousand
Seven hundred and Seventy two Star Pagodas twenty
four Fanams and Forty Fee Cash —

To the End therefore that the said Cheapa
Chitty may true and perfect Answer make to all
and singular the Premises aforesaid and that as fully
and particularly as if the same were here again Re-
peated and interrogated and more especially that he

and Security the said not remove and the from your Orator
receiving home to Europe in the Vessell called the Medina
Meeran Baksh the Sum of Two Thousand Star Pagodas
the Risk whereof to be run only from Coringa to Bengal
and whether he was not prepared by Choa Chitty Seroo
pah by Order of your Orator to insure the said Sum
on the said Vessell immediately on the Receipt of your Or
ators Letters and whether he did not immediately on the
Receipt of the said Letters insure the aforesaid Vessell
of Two Thousand Star Pagodas the Risk whereof to
run only from Coringa to Bengal as aforesaid and whether
he was not in every manner of that Insurance part in Pur
suance of the Policy of Insurance and whether the said Choa
Chitty did not direct the said Choa Chitty Accomptant to insure
your Orator of the said Choa Chitty being in Possession of
the said Policy of Insurance or from the Custom and
usage that was then at Masulipatam to make a Return
for the Amount of the Insurance Premium on the said
Two Thousand Star Pagodas which said Sum
Sum of One hundred and four Pagodas and also for the Sum
Sixty two and half Pagodas being the Returns for the
Risk owing and due by your Orator unto the said
and whether the said Choa Chitty
Orator

the Sum of Two hundred Pagodas and Whether your Orator
not order the overplus after perpusal of the said Two Acts
the said Overplus amounting to the sum of Thirty three and
Pagodas to be paid into the hands of the said Coat Chitty Com
pah and whether the said Choa Chitty did not Neglect
comply there with and whether Your Orator did not in the
aforesaid Letter of advice inclose the aforesaid Respecting
and remitt the same to the said Choa Chitty at Madras
the Condition of which said Bond was that the Risk of the
Amount thereof should be run in Board a Vessell called the
ordinary Buckel from Coringa to Rangoon and from
home again to Madras and whether the said Choa Chitty
Chitty was not informed that about a Month and an half
after Your Orators Embarkation on Board the Medina Buksh
he heard that the Vessell called the Orator Meeran Buksh
was lost on her Passage from Coringa to Bengal on the Arrival
of which intelligence whether Your Orator did not inform
the said Choa Chitty by a Letter a Translate of which said Letters
A is hereunto annexed in the Month of December which
was in the Year of Our Lord One Thousand seven hundred
and twenty six of the Loss of the aforesaid Insured Vessell
and whether the said Choa Chitty did not receive from
Your Orator a Letter written on his Arrival at Masulipatam
Month of March which was in the Year of Our Lord

the Sum of Two hundred Pagodas and Whether your Orator did not order the overplus of the proceed of the said Two Articles the said Overplus amounting to the sum of Thirty three and half Pagodas to be paid into the hands of the said Coast Chitty Comarapoo pah and whether the said Chocapa Chitty did not Neglect to comply therewith and whether Your Orator did not in the aforesaid Letter of advice inclose the aforesaid Respecting Bond and remit the same to the said Chocapa Chitty at Madras the Condition of which said Bond was that the Risk of the Amount thereof should be born in Board a Vessell called the ondadiva Bukoh from Curinga to Rangoon and from thence again to Madras and whether the said Chocapa Chitty was not informed that about a Month and an half after Your Orator Embarkation on board the Madina Bukoh he heard that the Vessell called the Orator Meeran Bukoh was lost on her Passage from Curinga to Bengal in March at which intelligence whether Your Orator did not inform the said Chocapa Chitty by a Letter a Translate of which said Letters A is herewith annexed in the month of December which was in the Year of Our Lord One Thousand Seven hundred and twenty Six of the Life of the aforesaid Insured Vessell and whether the said Chocapa Chitty did not receive from Your Orator a Letter written on his Arrival at Montypatam the Month of March which was in the Year of Our Lord

and twenty Six did not receive a Letter from your Orator writing him to Insure on the Vessell called the Orator Meeran Bukoh the Sum of Two Thousand Star Pagodas the Risk thereof to Commence only from Curinga to Bengal and whether he was not prepared by Coast Chitty Comarapah by Order of your Orator to effect the said Insurance on the said Vessell accordingly on the Regard of your Orators Letters and whether he did not accordingly on the Receipt of the said Letter Insure the aforesaid Sum of Two thousand Pagodas the Risk thereof only from Curinga to Bengal as aforesaid and whether he was not accordingly prepared by the said Coast Chitty Comarapah to effect the Insurance of the Policy of Insurance and whether the said Coast Chitty did not demand the said Premium of the said Policy of Insurance in Pursuance of your Orators said Letter and whether the said Coast Chitty Comarapah did not receive the Premium of the Insurance Aforesaid and whether he did not Insure the said Sum of Two thousand Pagodas which said Sum of Two hundred and four Pagodas Dollars and half Pagodas being the Premium of the Insurance aforesaid was accordingly Drawn by your Orator on the said Rungia Chitty and whether the said Rungia Chitty accepted the said Bill of Exchange and whether your Orator remitted the said Rungia Chitty the Amount thereof

A

Translate as near as can be of an Extract of a letter from Gurtoo Language
Dd to have been written at Narsapore by Shake abdool Razac to Cheapa
Chitty at Madraß bearing Date February 2. 1776—

I will dispatch my own Sooroo Called Cutcha Mecan Boo
with Cargo of Salt from Covarayay to Bengal when on Shake
ye Cauze Mahomed be pleased to Cause to Insure on the said
Vessell the Sum of 2000 Pagodas by the Gingerat and keep
the Policy thereof on your Custody & Insert Agreeable to you that
I will follow Your Direction as you shall direct me Concerning
the Amount of the said Insurance Premium and the Ballance
of your Account—

a true Copy
Bopham

B

Translate as near as can be of an Extract of a letter from Gurtoo
Language and to be of Cast Chitty Convaya from Madras to Narsa-
pore to Shake abdool Razac bearing date March 2d. 1776—
pore

You wrote to procure a Policy of Insurance for 2000 Pagodas
when upon there was a Policy of Insurance wrote for Sum of
1600 Pagodas and delivered to Cheapa Chitty and assigned him the
said Cheapa to pay the Insurance Premium he pleased to procure
a Dependantie Bond for Sum of 160 Pagodas the Risk where is
to be from Bengal which Amount being the Sum of 108 Pagodas
of the said Insurance Premium 850 Pagodas the principal amount
of Dependantie to Bengal and 12½ Pagodas Dependantie Co-
mission thereon which all Amount to the said Sum of 160 Pagodas
the Wages whereof is the Sum to Pagoda at the rate of 30 p Ct Pre-
mium

a true Copy
Bopham

C

Translate as near as can be of an Extract of a letter said to have been written by Shake abdool Razak from Masulipatam and Chenapa Chitty at Madras bearing Date the 15th February 1776

The Bearer whereof is [illegible] shall be [illegible] Pagodas the Policy thereof for [illegible] Chitty at Madras bearing Date the 15th Instant to Bengal the sum of Fifty Pagodas the Remainder thereof [illegible] Fifty Pagodas in money by you according thereto of Fifty three Fifty Pagodas which all amount to the sum of Four hundred Pagodas provided the same shall be paid you on Demand by Bill of Exchange at thirty days sight which you must take care to get accepted and when so accepted you must send the same to me that I may remit you the Money for the same which being done I shall remit you what Money you shall Demand for your Bill of Exchange on Demand Pagodas Exchange [illegible] Pagodas

a True Copy

Copham

D

Translate as near as can be of an Extract of a letter said to have been written by Shake abdool Razak from Masulipatam and Chenapa Chitty at Madras bearing Date the 15th May 1777

I heard that you have received the Amount Insured for which I am very glad I will hereafter draw Bill of Exchange for the said Amount payable by you to Isaac vis Banker or which you must pay him on his Receipt and remit the same to me

a True Copy

Copham

E

Translate as near as can be of an Extract of a letter said to have been written by Shake abdool Razak from Masulipatam and Chenapa Chitty at Madras bearing Date the 15th May 1777

I heard that you have received the Amount Insured for which I am very glad I will hereafter draw Bill of Exchange for the said Amount payable by you to Isaac vis Banker or which you must pay him on his Receipt and remit the same to me

a True Copy

Copham

F

Translate as near as can be of an Extract of a letter said to have been written by Comanpah at Madras to Shake abdul Razak at Masulipatam Bearing date the 23d June 1777

You have written two Letters by Jaspar to Chenapa Chitty which he hath received and duly perused at whereof you let him know, that he hath as well lately received the Insured Amount on Board your Vessell to Bengal and both you will draw Bill of Exchange on him for the same In answer thereto I read or Chenapa hath not yet satisfied me to write to you that he hath not yet satisfied of the Insured money and that you will draw upon him Bill of Exchange which you must on him he will receive the Amount Insured

a True Copy

Copham

To all People to whom these Presents shall come Greeting K
as Chocapa Chitty of Madras Inhabitant made by an Accoun
Current hereunto Annexed doth stand Justly and truly Indebted
unto Shake Abdul Rasac also of Madras Inhabitant on the
said Account Current in the Sum of One Thousand Seven hundred
and Seventy two Star Pagodas Twenty four Fanams and Forty f
Cash Current Money of Madras Now know ye that the said
Shake aDul Rasac for and in consideration of the said Sum of
One Thousand Seven hundred and Seventy two Star Pagodas
Twenty four Fanams and Forty Fours Cash to him in hand
paid by John Fairney of Madras Merchant the Receipt
whereof the said Shake Abdul Rasac doth hereby acknowledge
he the said Shake abdul Rasac Hath assigned transferred and
setover and by these Presents Doth assig transfere and setover
unto the said John Farney the said sum of One Thousand Seven
hundred and Seventy two Star Pagodas Twenty four Fanams
and forty four Cash and his Right and Interest of in and to the same
and the said Shake abdul Rasac for the Consideration aforesaid
Hath made Constituted and appointed and by these Presents
Doth make Constitute and appoint the said John Farney his
Executors and Administrators his true and Lawfull Attorney
and Attornies Irrevocable for him and in his Name and in
the Name and Names of his Executors and Administrators
but for the sole and proper use and Benefit of the said John

The Answer of Chocapah [illegible]
of Madras Merchant Defendant to
the Bill of Complaint of Shake
Abdul Razack of Madras Merchant
by his Attorney John Lowry also
of the same place Inhabitant Compl.

This said 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 Errors Uncertainties and Imperfections in the said Complainants Bill of Complaint and the Account Current thereunto annexed contained, for Answer thereunto, or unto so much thereof as he this Defendant is advised to be material and Necessary for him to make Answer unto, and for Answer this Defendant saith, that he denies to stand Indebted unto the Complainant or any person or persons for his Account in the Sum of One Thousand one hundred and Seventy two Pagodas twenty four Fanams and forty Cash or in any other Sum or Sums of Money whatever upon any Account, finding or dealing in any manner of Shape whatever, but on the Contrary that the Complainant and his Attorney do stand Jointly and Severally Indebted unto this said Defendant in the Sum of Three hundred and twenty nine Pagodas twenty seven Fanams and

Sealed and Delivered
[illegible] where no Stampt Paper was to be had
In the Presence of
John Lowe

P.P.

praying a reference to Translate of an Extract of a Copy of said
marked A and that the Original was in possession of the said
Chocapa Chetty the Defendant, to which the Complainant pra-
d reference, in Answer thereto, the Defendant Says, that
he is not in possession of the Original of this said Letter
ore saw the same and in the next place that by the Date of the
Translate being February the Second, One Thousand seven hun-
dred and seventy Six, it appears that Orders were given to
insure the Sum of Two Thousand Pagodas on the Cedar merchan-
dize from Cringa to Bengal whereas by an inspection into
the Bill of Complaint, It will appear that this very same
Vessell in the Month of July following the aforementioned
Month of February, the said Vessell was fitted out, and
the Complainant further Says in his said Bill of Com-
plaint, that soon after which (meaning the fitting out
of the said Vessell) he sent two Letters, one to the said Cho-
copah Chetty (meaning the Defendant) wherein he desired
and Ordered him to cause to be insured on the said Vessell the
Sum of Two Thousand Pagodas the Complainant referring
the Worlle Court to the Extract marked A annexed to his said
Bill of Complaint, the said Complainant further in his said
Bill of Complaint Setteth that he also wrote another Letter to
one Lodey Chetty Coverapah who is called the Brother of the said
Chocapah Chetty directing him to procure and

instruction from the Complainant to Insure, nor was the C
-plainant in any manner of Shape Shew or produce any
Voucher in writing or otherwise that this Defendant agr
to comply with such Instructions or that the Defendant
any manner of Sort promised the said Policy to be effec
this Defendant not being either an Agent or Gomastah for the
Complainant neither did he this Defendant, interfere in the
affairs of the said Complainant at any time or times, for admi
-tting that to be the Case, for Argument only, this Defendant
would be entitled to Agency or to be rewarded for his trouble
which is not the Case in the present instance, no Commis
-sion or Brokerage is charged to the Account of the Defendant
The said Defendant further says, that he did not receive to be
insured with the Gazerate the sum of One Thousand Six
Hundred Pagodas nor was he this Defendant ever in posses
-sion of the said Policy or of the said Letter so Marked B This
said Defendant Admits that he received two Letters from the
Complainant, the one Dated the twentieth of September One
Thousand Seven hundred and seventy Five, and the other dated
in the same Month, which two Letters were delivered to this
Defendant by the said Coja Chitty Comarapah, in one of
these Letters under date the Twentieth of September One
Thousand Seven hundred and seventy Five, it is therein re-

of not advancing One Pagoda to the Complainant, of which
resolution, he this Defendant apprized the aforementioned
Cody Chetty Comerapah and told him that he could not t
the Complainant whose extravagance in procuring of
Money exceeded all Belief and was inconsistent with th
Duty of a Merchant, whose Business it is to procure M
ney, at the Cheapest Rate, wherefore as this Defendant
did not approve of the goings on of the Complainant h
this Defendant did Request of the said Cody Chetty Come
rapah to Represent his Master the Complainant Money
End to pay him this Defendant the Principal Sum of
Fifty Pagodas lent him on a former Voyage to Bengal as
also the Premium and Interest due, This Defendant further
saith that the said Cody Chetty Comerapah did promise to
write to the Complainant and procure his Order for Pay
ment of the said Principal Sum of Fifty Pagodas with
the Premium and Interest due on the said Account the ap
plication was by the Defendant made to the said Cody
Chetty Comerapah frequently for payment and as often delayed
by saying his Master the Complainant would remit the Mo
ney as soon as he Received the same should be paid to
the Defendant, This Defendant further Answereth and saith
that on the Month of February One Thousand seven hundred and
the said Cody Chetty Comerapah as the Broker upon

Commission and Interpreter to Bengal Respondentia to this
Defendant was first deducted from the aforementioned principal
Sum of Two hundred Pagodas, for which Sum of Two hundred
Pagodas the Defendant did receive a Receipt from the said Cody
Chitty Comrapah as the Broker, Agent, or Gomastah of the Com-
plainant, which Receipt is in the possession of the said Defen-
dant and ready to be produced when required, the said Defend.
further saith to the Contents of the Letter, a translate of which he
B from Cody Chitty Comrapah to the Complainant at
Nagapore this Defendant is a stranger to and has nothing
to do with it, as the Policy therein mentioned, was never deliv
ered to this Defendant either by Deed of Gift or Assignment
or Indorsement or for any other Matter or thing what-
soever, this Defendant further says, that he knows nothing
of the Amount of the principal to be paid on the said Policy,
all that this Defendant knows, that he only deducted the Sum
of Sixty two Pagodas and a half from the two hundred Pagodas
and what the said Cody Chitty Comrapah did with the Remain-
der this Defendant knows nothing about it, This Defendant
denies that he is in possession of the Letter, the Translate
of which Marked B by the Complainant in his Exhibits annexed
to this Bill of Complaint but this Defendant begs leave of
this Honble Court to observe the inconsistency of the Complai-
nant in his stating that after the Receipt of this Letter
and this Defendant executed a Respondentia-

called the Cutter Mariner Bucket departure from Cowes to Bengal,
nor how or in what manner she was lost, nor is he any ways acquainted
with the Value of the said Vessell and her Cargoe, as not having
seen any Bills of Lading or Invoices of her Cargoe, nor does he
know the Condition of the Vessell at the time of her departure,
nor does the said Complainant in his Bill of Complaint
nor does the said Complainant set forth the least Circumstance about the same nor does the
said Complainant set forth, that any Protest was made of the
loss of the aforementioned Vessell or Cargoe this Defendant
will deny on production of any Vouchers or Documents to
prove the loss, or that this Defendant had any authority to
demand payment of the said loss without all which proofs
and authorities, can it be supposed the Underwriters would pay
this Defendant their several proportions of the sums under
wrote by them respectively? This Defendant saith, that he
had no power to oppose him in possession of the
Policy, which was not the Case yet such possession
would not given him any legal Right to demand payment
of the loss, there must be some other power constituting
this Defendant to receive the said loss, this Defendant has
any assignment or in possession of any Deed or
writing empowering such power for that End so that the Com-
plainant must at any time take Charge against this
Defendant for the same and this Defendant further answereth and doth

informed, not being obliged, either in Law or Equity, to pay
any Interest being only above Sonstre for the Money that
is supported to have been received which to this Day has
not been recovered by this Defendant or by his means to
the best of this Defendant's knowledge, this Letter from
whence the said Extract is taken, never came to the Pos-
session of this Defendant, This said Defendant further
answereth and saith that the Complainant Set forth
that Cody Chitty Comanpah wrote an Answer to the said
Letter Marked E. / a translate for which Answer Marked
E. / is annexed to the Bill of Complaint, wherby the
Defendant saith, that it does therein appear, that
the Defendant had not received the Ship on the Coby of
Sumatra and that before such recovery would be made,
the Complainant must draw upon him this Defend.t
for the same, how this Defendant saith, that by the
Complainant's own shewing, this Defendant had not
at that time being the twenty Eighth of June One
Thousand Seven hundred and Seventy Seven, received the
Money Altough the Complainant charges in his Re-
sumed Court annexed to the Bill of Complaint that
the said Ship had received Safe on the Seventeenth of Sep

so as to charge this Defendant with the receipt of the Life from
the Underwriters, certainly this Defendant Saith, had there
been the least Room or the least Shadow of Probability that
this Defendant had received either directly ordinarily this
Life, the Complainant would have with equal industry
set forth the same, as he has done, to set forth, what he calls
Extracts of Letters, which this Defendant verily believes never
Existed, but were only introduced in the Bill of Complaint
Originally, but were only introduced in the Bill of Complaint
to Aggravate Circumstances which in fact, do no other Ser-
vice than to Spoil the Bill of Complaint for want of certainty,
the said Bill of Complaint being replete with Errors as to
passing Dates and Circumstances, as for instance, this Defen-
dant Saith, that he has been informed and verily believes
that the Complainant always understood and deemed the
said City Concerpah as his Broker, Agent or Consi-
gnee City Chitty Concerpah as his Broker, Agent or Consi-
tah and this is evident as will appear from a true Translate of
marked B. N.2 of a letter written in the Gentoo Tongue from Ma
hamed Hazid the Son of the Complainant to City Chitty Co-
merpah under Date the eighth of December One Thousand
one hundred and Seventy Six, hereunto annexed for the in-
spection of this Honble Court, and which this Defendant
prays may be taken as part of this his Answer, This Defen-
dant Saith, that by the Letter it appears that the De-

he did not give himself any trouble about it, whether he
had, he the Defendant was entitled to Commission-
-ers, he the Defendant was entitled to Commission-
-ers on the Effecting of the Policy as well as on the Pay-
-ment of the money, for that been by the Defendant,
-ney of the money, for that been by the Defendant,
which never was the Case, but the Defendant the said
that the Life he been killed by the means of the Com-
plainant or his Agents for him, after the Policy was
per Cent Discount of what Commissions he the Complai-
-nant or his pretended Agent knew and what because
-nant or his pretended Agent knew and what because
of the Policy and what Receipts or Receipts were made
given for the Respective Sums Insured, and also were the
proves that Insured the same paid by what Order and
mission, how they Insured the same, and for what Pa-
-ment, for the Defendant says, that nothing of the ap-
pears in any part of the Bill of Complaint, nor did
-cept the Amount Contained in the Bill of Com-
plaint, and Receipts charged or Insured Hereinbefore
of September One Thousand seven hundred and seven
by Law and by the Complainants own showing, or ever
entered the twenty eighth of June One Thousand
-ment for the Defendant says, that nothing of the ap-

57

26

to have been informed of the loss of the Vessell in her passage to
Bengal, nor have any reason made to this Defendant to be
aware the loss on the said Policy, neither does it appear, that
were the loss on the said Policy, neither does it appear, that
however was acquainted with the Answer being Compleated,
for he the Complainant writes in the said Letter, that the Answ
Dd by the Complainants Broker, Agent or Servant for the
aforesaid Policy Twenty Pounds, was for the sum of One
Thousand six hundred Pagodas only or that he would not pro-
ceed any longer Law to be undertaken, This Defendant for
his Answer by way of Answer and by leave of this Honble Court begs to
shew, that were there has been so many Letters written by
the Complainant, as he says, there were to this Defendant,
that an Answer should have been returned in Writing by
the Complainant from this Defendant, and if there had, that
no one thing should be shewn and Exhibited against this
Defendant, the want of such Exhibits and the Neglecting
to enforce the promise and Undertaking, if any, by the
Complainant made appears without positive proofs,
that the Bill of Complaint as it now stands, is brought
for no other purpose than to harass and perplex this
Defendant and to serve some particular purpose a-
gainst this Defendant. This Defendant further
answering saith, that he has been informed that

Tuttee of the Complainant's Affairs were left to the management
of them the said Coly Chitty Comarpah, a Translation of which
said Letter is herewith annexed Marked B. N 2 / for the inspec-
tion of this Honble Court. The Defendant further begs leave
of this Honble Court and which he prays may be taken as a
part of this his Answer, that the Complainant has charged
this Defendant with Cash Received, the Seventeenth of Septem
ber Six Thousand nine hundred and seventy six, as the
Amount Insured on Board the Ship called Cedar Mer-
chant from Bombay — It will be necessary for the Complainant
to shew the time of the Ships departure for Bengal, the
time when she was lost, and the date of the Notification
of such loss, and the final abatement made to the under-
writers, which must be, pursuant to the Condition of the
Policy, which is generally Eighty Eight Pagodas for every
hundred Pagodas lost among the Guzerat, Deducting the
Interest none can be allowed, for supposing this Defendt
to have received the Amount lost, still it does not entitle
him to pay Interest, unless there be a Special Agreement
for that purpose and note Cash Charges not paid to Vallia
Coly Comarpah and the Interest thereon, the same
Coly Comarpah the Defendant is in possession of except
Cash because the Defendant is in possession of except

98

acknowledges that the said Ody Chitty Comarpah on account
of the Complainant, did prest the Defendant to answer
the said sum mentioned Especially, which he the Defendant
peremptorily refused to comply with, for the Reasons
herein before given, this Defendant denies to have owed
the sum of One Thousand Sicksendred Pagodas, or any
other sum to be answered for the Complainant, this Defend:
denies, he was put in possession of the Policy, neither
did he direct the said Ody Chitty Comarpah to inform
the Complainant of his the Defendants being in pos-
session of the aforesaid Policy of Insurance, but on the
contary, he the Defendant desired the said Ody Chitty
Comarpah to inform the Complainant that he the
Defendant would not have any thing todo with the
Complainant and insisted on the payment of some Res-
pondentia due on a former Voyage to Bengal, as herein
before set forth, This Defendant for the saith that it
was at the earnest intreation of the said Ody Chitty
Comarpah that he the Defendant received the Respon-
dentia Bond and paid him the difference as herein
before is set forth, The said Defendant further saith
that the Respondentia from the

[illegible] plaintiff and truly to understand the Complainant, but this Defendant admits, that he received a letter from the Complainant under Date hereof the Second of March One Thousand seven hundred and twenty seven, Wherein he requests the Expediting of his Assurance for Two Thousand Pagodas as hereinbefore set forth a translate of which Letter marked C. N. 3 is hereto annexed and before referred to. This Defendant further denies that he directed the said City Chetty Comarapah to write any answer to the said Letter, and this Defendant lastly saith that he is an entire Stranger to the said Letter under Date the twenty eighth of June One Thousand seven hundred and twenty seven, Marked by the Complainant, F. and annexed to his Bill of Complaint, this Defendant denying all and every the Matters and things as in and by the said Bill of Complaint is alleged against him.

All which Matters and things this Defendant is ready and willing to Verify Maintain and prove as this Honble Court shall direct and humbly prays that the said Bill of Complaint may be dismissed with such Costs as to this Honble Court shall think equitable.

A. N°4.

Translation of a Letter in Gentoo from Ramchundra Pundit to Chenapah Chetty dated at Nursapore the 28th September 1771

I have received your Letter by the Topp[illegible] and understand the Contents. I am at Chinga preparing my Ships to go to Bengal and therefore have not made up your Accounts, but will very soon and send them with the Ships Dispatches. You have agreed to pay me 50 Pagodas for the Hire of my Ship Bengal Merchant to Bengal and back to the Coast, but as you have not made up your Accounts with the Ship Bengal Merchant, you have not yet paid me the Hire of her, but will do it as soon as you have made up your Accounts with her. You have agreed to pay me 50 Pagodas for the Hire of my Ship Bengal Merchant to Bengal and back to the Coast, but as you have not made up your Accounts with the Ship Bengal Merchant, you have not yet paid me the Hire of her, but will do it as soon as you have made up your Accounts with her. You have agreed to pay me 50 Pagodas for the Hire of my Ship Bengal Merchant to Bengal and back to the Coast, but as you have not made up your Accounts with the Ship Bengal Merchant, you have not yet paid me the Hire of her, but will do it as soon as you have made up your Accounts with her. You have agreed to pay me 50 Pagodas for the Hire of my Ship Bengal Merchant to Bengal and back to the Coast, but as you have not made up your Accounts with the Ship Bengal Merchant, you have not yet paid me the Hire of her, but will do it as soon as you have made up your Accounts with her.

I want One Thousand Pagodas at Nogapondamundi if you will let me have it I will give you Thirty p[er] Cent Commissions, and I will give you two Jarrs of Rice as Perquisite or present for lending me the Money and if you want Teak Timber or Planks you shall have Working Boards at 5 Pagodas Cheaper for every hundred Boards than the Market Price at Madras, or if you want Cuttys Planks you shall have One Pagoda Cheaper than the Market Price for every Lott—

Sarvaniah & Mahomed Madanah both of whom persuaded you not to deal with me, by which means You have dealed with them— Sarvaniah and Mahomed Madanahs affairs is this, Sarvaniah has let out his Ship at Freight to Bengal to an English Man to contract with You to bring Teak Timber upon the said Ship, which Sarvaniah let at Freight to an English man & that English Man loaded the Vessell with Salt and sent to Bengall— There is nobody else that will give Money upon Freight— I have one Ship belonging to Boby Range which I have taken at Freight at Nagore

The Money You sent to Sarvaniah & Mahomed Madanah upon Contract to deliver you Teak Timber,

You desire to know, the said Cromantee & the People
that went with him are lost with the Vessell, it was —
Gods pleasure to have so happened, We cant help it —
you say you are using your endeavor to get the Amount
of the Policy paid from the Insurers & desire me to send
some of my People from hence to demand the same from
the Insurers, Sir we Dont to send down to you to
demand it my Father being at Cape and as you know
every thing, and therefore you will please to preserve
your Power, and demand payment from the Insurers
and deposit in any good Insurers Hops, taking their
Receipt. I was amazed that being truly informed
when I Before wrote You therefore mentioned nothing
of it in my last Letter, but having since received an
Answer I found that the Ship was lost, I have wrote
you Lastly, and desire you to have the Letter you
will see, Your Endeavors & Receive the Amount of the Poli-
cy from the Insurers and Remit me in Insurers Hops,
and shall write you more Fully in next month, &
and shall write you more Fully in next month, &
you or the Gentlemen Therefore Stand, nobody else now, but
Just and remain Sir Yours and his Business not to be
Just and remain Sir Yours and his Business not to be
neglected Before your Answer Receive this Money and

the Goods on Your Poſſeſſion this you will ſettle and be
pleaſed to get this Money at Intereſt & pay to theſe People
and take my Bonds and keep them in your Poſſeſſion. Caſe
Boobaby Banga Baby Ranj[illegible] Agents Gomaſtahs come, you
will let them know of all Tranſactions & get it done before
them, You must let them care of keeping all the Accounts
them, You must let them care of keeping all the Accounts
by them in Caſe they Chuſe to pay off the Money above menti-
oned I ſhall be glad, as their Buſineſs are owing to Europeans
to pay them within the 28 Days of Auguſt in
this very good to pay them within the 28 Days of Auguſt in
Caſe of the Market proves well let Abdul Rajee and my
Moraliddy in Conjunction with the Agent or Gomaſtah
aforeſaid deliver and keep the produce in your Hands &
the Accounts Kept be kept by Europeans

You will take it upon you to pay the Sum of Rup[illegible]
2070. when the time Expires and take the Goods under Your
Care. And let them come near — By the Grace of God in about
5 Days I ſhall come upon my new Ship attached by your
will Conſider as if it is your own and get them put in Order
and I ſhall be glad to do any thing to Your Pleaſure, and
I expect that You will Conſider of this matter as it is
your own, you will give Orders to your Abdul Rajee &
Moraliddy not to let any Body or any Body on till my Arrival
here as it is my own and therefore I want no
my Policy of Inſurance on the Bengal Ship for Rupees
and my Pagoda must be clear —
Rupees Pagoda must be clear — from the Original Goods bought

E. N. 5.

Shake Abdul Razac in Acct Curt with Chocapa Chitty

				1779.			
				June 25.	By Ballance due this Day	329.	27. 12
		200	— —				
25.	To Premium at 30 p Cent on Ditto	60	— —				
		260	— —				
25.	To Interest on Pa 260 from March 77. to this Day is 26. 26. 12 p Cent per annum	69	27. 12				
	Pagodas	329	27. 12		Pagodas	329	27. 12

Madras 25th June 1779.

Errors Excepted

p Chocapah

Agent

Filed 5 July 1774

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Chocapah Chitty of Madras Mer-
chant that Shake Abdul Rezack by his Attorney John Fair-
weg also of the same place Inhabitant Stands justly and truly
indebted unto Your Orator in the full and just Sum of three
hundred and Twenty Nine Pagodas Twenty Seven Fanams
and Forty Eight Cash Current Money of Madras making in
Sterling Money of Great Britain after the Rate of Eight Shillings
for every Pagoda the Sum of One hundred and thirty one
Pounds Eight Shillings and upwards As will more fully
and at large appear by the Ballance of an Account Current
Lagers Annexed for the inspection of this Honble Court and
which Your Or. Craves may be admitted as part of this
your Orators Bill of Complaint And Whereas Your Orator
hath frequently and in an Amicable Manner Requested pay-
ment from the said Shake Abdul Rezack by his Attorney
John Fairweg of the said Sum of three hundred and twenty Nine
Pagodas twenty Seven Fanams and Forty Eight Cash

But now so it is and May it please this Honble
Court the said Shake Abdul Rezack by his Attorney John Fairweg
Obstinately and wilfully refuses to pay the same or to give
Bond in any Manner of Sales Section touching the Commis-

Dr. Shaker Abdul Razack in account with Chocapa Chitty &c.

1776				By Balance due		32 2 68
May	25	To Cash Lent upon his Respondentia Bond on the Ship Madras Packet from Bengal to Cochin and from thence to Madras Principal	200			
		To Premium @ 32 p Ct on do	60		260	
		To Interest on 260 from 3d Month 17th to the 25th 26 days @ 12 p Ct per Annum		6	2	68
		Pagodas		32	2	68

Madras 25th June 1776
Errors Excepted
Chocapa Chitty

Pagodas 32 2 68

Defendant in the Sum of three hundred and twenty five
Pagodas Twenty three Fanams and Forty Eight Cash in any
other Sums or Sums due between us is most unjustly Alledged
in the Defendants Answer and Charged in his Cross Bill and
this Replicant with the same and does not Count Denied to the
Defendants Answer Cross Bill as impleaded and in Order
to prove the same to the satisfaction of this Honble Court this Re-
pliant will explain the Cause of the several Articles Mentioned
and first the Sum of three hundred Pagodas stated to the Charge
of Respondentia this Replicant says is false and in Order to
Explain the Property of the said Article this Replicant says that
he was Indebted unto the Respondentia for Goods Exported
to Bengal the Sum of Fifty Pagodas together with the Bot-
tomry thereon Twelve and a half Pagodas at the Rate of Twenty
five per Cent which together with Insurance premium on
the Sum of One Thousand and Six hundred Pagodas which
was Insured on Account of this Replicant by the Defendant
and paid by the Defendant to the Insurers Amount to the
Sum of One hundred and Sixty Six and a half Pagodas and
which together with Thirty Three and a half Pagodas which
this Replicant by Letter from Narrapeer Ordered to be paid to
the Defendant to pay unto Messrs Colly Chitty Company at
Madras Amount to the Sum of Five hundred Pagodas for
which this Replicant duly Executed the Respondentia Bond and

from Rangoon unto the Defendant one of which was the Ivory
Vessell on which was the Rest of the said Respondents Goo
which Rest the Replient wrote the said Respondents Bro
unto the Defendant which Cargo Arrived at Madras in
Safety and the Defendant took on himself the Care and
management thereof for One Month and afterwards de
sisting therefrom he paid for the Charge of the said Cargo the
Sum of Twenty Pagodas or thereabouts to which the said Vessell
was liable and the Replient further saith that he wrote
a Letter to the Defendant to inform him of the Safe of the
Candor Morrow Barke on which the said Amounts were
Insured and also to keep in the Replients Account as will
more fully appear by the Translate of the said Letter
Marked C. and Annexed to the Bill of Complaint of the
Replient which Letter the Needham or Super Cargo Called
Addock Agann personally delivered unto the Defendant
and the Replient further saith that after the Leaving
of the said Insurance Policy by the said Abraham Coon the
Defendant Repeatedly Acknowledged the said Insurance Broker
the said Segaar to pay the said Amount the Defendant
having full and Sufficient Intelligence that the said A
mount insured was in the Custody of the said Abraham
Coon, as this Replient hopes to prove which the Defendant

and the Sum of One hundred and Four Pagodas the Insurance premium then due by the Replicant unto the Defendant which Three Sums Justly Agree to the above Mentioned Sum of One hundred and Sixty Six and a half Pagodas and this Replicant Say that it is impossible that the said City Chitty Comarpa should have requested this Replicant to have the said Respondents Bond executing without the Knowledge of the Defendant This Respondentis further saith that as to the Setting out of the Vessell Cedar Mirra Basket and Calculating of the Rate of the Letter Marked A this Replicant Saith that the Assertion pretended to be mised by the said Defendant is of one and of this Replicant hath clearly stated the whole Transaction in his Bill of Complaint now at any Consequence to this Replicant whether the said City Chitty Comarpa who is one of the Cast of the Defendant be his Brother or has any affinity to the Defendant but this Replicant insists that the said City Chitty Comarpah is a Common Broker to several merchants trading from Madras to Narsapoor and Rangoon and as to this Defendant denying that he received Instruction from this Replicant to Insure this Replicant says that the Contrary thereof this Replicant hopes fully to

Fifty Pagodas and he believes on a former Voyage to Bengal
and of the premium thereon the same is entirely false for
the fact is as follows the Defendant was indebted unto the Com-
plainant on account of the former Voyage the sum of Fifty
Pagodas and Premium thereon Twelve and half Pagodas for
which Sum and the Sum of One hundred and four Pagodas
Insurance Premium which the Defendant paid to the In-
surers and the Sum of One thousand and six hundred Pa-
godas at the Rate of six and half Pagodas present the said
Coly Chetty Comarpa at the Request and desire of the Defendt.
wrote unto this Replicant to procure a Respondentia Bond on
which this Replicant did procure in the Sum of Two hundred
Pagodas being the Amount of the said three Policies and
also the said thirty three and half Pagodas as may appear
by the Extract of the Letter of the said Coly Chetty Comarpah
to this Replicant Marked **B** and annexed to this Replicants
Bill of Complaint wherein it also appears that the
said Policy of Insurance was accepted and delivered to the
Defendant and assignes, over to him to pay Insurance
Premium and no adventure until the said Respondentia
Bond should be executed by the Replicant This Replicant
denieth that the said Coly Chetty Comarpa is Broker and

have had the trouble of the Insurance entirely and would
have received the Consignment of the Cargoes of the four Ships
from Rangoon instead of the of the Defendant Plaintiff
says that it cannot be true that Mahomed Moorad the Son
of this Replicant did write the Letter unto Coly Chitty Com-
rapa under the Date of the Eighth of December in the Year
One Thousand Seven hundred and Seventy Six a Copy of the
Translation whereof is annexed unto the said Defendants
Answer and marked B for the said Mahomed Moorad who
was then at Moorshedavad and whom this Replicant acknow-
ledges to be his Son was at the time mentioned in the
said Letter of this about Three Years of Age and therefore
incapable of writing the Letter which the Defendant
has dared to exhibit with a view to prove that the said
Coly Chitty Comrapah was the Agent of the Defendant
and that the Defendant might be thereby relieved from
all responsibility touching this Replicants Claim and
this Replicants has reason to believe that the said Coly
Chitty Comrapah is improperly attached to the interests
of the Defendant being of the same Cast, and that therefore
he is induced to assist him as much as he can. This Replicant
further saith that the Father of the said Mahomed
Moorad at the time Mentioned in the Defendants

Left to the Surmise and to have done such other formal acts as the Laws respecting Insurance direct but the Replicant says that his suit being to recover of the Defendant as Trustee of money received by the Defendant of the Insurer he has only to prove as he hopes to do in due time that the Defendant did receive the money of from the Insurer and in order to substantiate his Claim of Interest he has further to prove the time when the said money was so received by the Defendant and that the Defendant ought to be charged to interest from that time in consequence of his not having been ready to comply with the Interlocutory decision of the Replicant respecting the application of the said money The Replicant submits first by the Defendants own Showing both in his Answer and in the Depositions that he is liable to pay this Replicant the Amount of the said Insurance with Interest for the Respondentia Bond of two hundred Pagodas on the Madura Bahadoury for the Amount of the Insurance Premium on the Insurance Coast Basket as well as some other acts the Defendant is of Course liable to pay the said sum Insured and this Replicant further submits that the Defendant was sensible himself also he should have paid himself the Amount of the said Bond of

4 Sept 1780

The Registers of Bengal
City of Madras Merchant Defe
dant to the Amended Explica
tion of Shaik Abdul Rasaq of
Madras Merchant by his Attorny
John Fairing Esq of the same place
Merchant Complainant

The said Defendant now and at all
times hereafter saving and Reserving unto himself and all
all Manner of Benefit and Advantage of Exception to the
many Errors and Insufficiencies and
imperfections in the said Explication contained for Answer
thereunto doth Say that he will aver and prove his said Answer
and every part thereof to be true certain and sufficient in the Law to be Replied unto and
this Defendant is not bound by the Law or Custom of this
Place and that the said Explication is very Insufficient
Certain and imperfect Wherefore this
said Defendant prays that he may be hence dismissed
with his reasonable Costs and Charges in this behalf
most wrongfully sustained and sworn to the Twenty fourth day

53

Defendant Complied of the Assignment or any other Matter or thing for the Use of the said Applant as in the said Replant says he made to the Defendant But on the Contrary the Defendant says that he was not nor would be a Consignee or Agent for the said Applant of such Adventure the Replant appears herein by his Letter to Coy Petty Comptroller dated the twenty third of November One Thousand Seven Hundred and twenty four Written in the Spanish Language a Translate of which Marked B. N. 2 is herewith annexed for the inspection of this Honble Court And the Defendant further says leave to shew that the Applant has Exhibited sundry Letters said to have been Wrote and sent by the Applant to the Defendant in which Letters and Applant has been stranck paid and troublesome and yet no one Letter by way of Answer or return is produced or shown by the Applant, how then can the Applant make it appear that he the Defendant was Guilty of the Mismanagement of the Affairs of the said Applant for Voyage and their Cargoes, The said Defendant further says that the Applant might have Consigned the said Voyage and their Cargoes to the Management but before can be proved that he the Defendant stayed Ordered or Commanded the Defendant stayed after or since the Assignment thereof by or the Defendant as Consignee, order and Command Commission or the Defendant

refused, who ordered the Defendant to the Custody
Company that he the Defendant was not to proceed
in any other Business of the said Defendants the said Defen-
dant further says that he was not likely in proceeding in the
prosecution of the Defendant in bringing the Matter into Ex-
planation being otherwise entirely unconcerned with
the Matter in question before the Worshipful Court as
aforesaid that the Defendant hath not
passage been unjustly refused and delayed the allegation
of the Defendant in this behalf is not true that the
Defendant did hear the Management of the affairs
which unjustly Compelled the Defendant to take Action
on the behalf of the said Defendants the said Defen-
dant further says that he was not likely in proceeding in the
prosecution of the Defendant in bringing the Matter into Ex-
planation being otherwise entirely unconcerned with
the Matter in question before the Worshipful Court as
aforesaid that the Defendant hath not
passage been unjustly refused and delayed the allegation
of the Defendant in this behalf is not true that the
Defendant did hear the Management of the affairs
which unjustly Compelled the Defendant to take Action
on the behalf of the said Defendants the said Defen-
dant further says that he was not likely in proceeding in the
prosecution of the Defendant in bringing the Matter into Ex-
planation being otherwise entirely unconcerned with
the Matter in question before the Worshipful Court as
aforesaid that the Defendant hath not
passage been unjustly refused and delayed the allegation
of the Defendant in this behalf is not true that the
Defendant did hear the Management of the affairs
which unjustly Compelled the Defendant to take Action

the Amount of the Insurance to be paid unto the Plaintiffs
of the aforementioned Abraham Cuson The Defendant for
their Loss that he the said Insurer himself the least Responsible
or to be done in pursuance of the Policy Signature Loss or
Thereby, he most solemnly said not have procured
any other person but himself to have Insured the Amount
of the Policy, but the said Defendant further Says that
he is greatly surprized at the Assurance of the Complaint
by endeavouring to Establish a Demand against the De-
fendant for a Sum of Money in which he has not the
least Connection with, all that the Defendant knows or
reputing the Insurance is that the said Jeffries only
met the Defendant in his way to the Post and DeClared
the Defendant that Abraham Cuson and Coly Colly
Conrapah demanded of him the said Policy of Insur-
ance to which the Defendant Answered that as the
Defendant had no Business to meddle with any such
affairs, that he the said Jeffries might depart as he
pleased which Conversation the Defendant is ready to
prove, The said Defendant further says to the Charges
of the Complaint in his Exhibition concerning the Letter
written to Coly Colly Conrapah, a Copy of which
marked B is annexed to the Bill of Complaint that the
whole of the Observations or Evidence

the Defendant upon Oath to the Effect that the said City Petty Conveyed some Goods Wares and Merchandizes of the said Plaintiff that in case of the said Defendant refusing or neglecting to Deliver the said Goods Wares and Merchandizes or pay the Value thereof that the said City Petty Conveyed to apply to the Plaintiff and to desire him to Grant a Warrant to Distrain the Goods and Chattels of the said Defendant for the Value of the said Goods Wares and Merchandizes that the said City Petty Conveyed to the Defendant and that the said Defendant refusing or neglecting to Deliver the said Goods Wares and Merchandizes or pay the Value thereof that the said City Petty Conveyed applied to the Plaintiff and desired him to Grant a Warrant to Distrain the Goods and Chattels of the said Defendant for the Value of the said Goods Wares and Merchandizes that the Plaintiff Granted a Warrant to Distrain the Goods and Chattels of the said Defendant for the Value of the said Goods Wares and Merchandizes that the said City Petty Conveyed to the Defendant that he the said City Petty Conveyed had Granted a Warrant to Distrain the Goods and Chattels of the said Defendant for the Value of the said Goods Wares and Merchandizes that the said City Petty Conveyed Delivered the said Warrant to the Bailiff of the Said Plaintiff to Execute that the said Bailiff by Virtue of the said Warrant Distrained the Goods and Chattels of the said Defendant to the Value of the said Goods Wares and Merchandizes that the said City Petty Conveyed Sold the said Goods and Chattels for the Purpose aforesaid and that the said City Petty Conveyed Retained out of the Money arising by the Sale of the said Goods and Chattels the Sum of £ 2.B.12.6.D.D the Amount of the said Debt and Charges of the said Distress and Sale and that the said City Petty Conveyed paid the Remainder of the said Money arising by the Sale of the said Goods and Chattels to the said Defendant that the said Defendant hath not paid the said Debt or any Part thereof to the said Plaintiff although often requested so to do but the same still remains due and unpaid to the said Plaintiff

The Defendant for Plea to the Plaintiffs Bill of Complaint saith that the said City Petty Conveyed ought not to have or maintain his aforesaid Bill of Complaint against him because he saith that the said Plaintiff ought not to have his aforesaid Bill of Complaint against him because he saith that the said City Petty Conveyed by Virtue of a Warrant to him directed by the Plaintiff did Distrain the Goods and Chattels of the said Defendant to the Value of the said Goods Wares and Merchandizes and that the said City Petty Conveyed did Sell the said Goods and Chattels and did Retain out of the Money arising by the Sale thereof the Sum of £ 2.B.12.6.D.D the Amount of the said Debt and Charges of the said Distress and Sale and that the said City Petty Conveyed did pay the Remainder of the said Money arising by the Sale of the said Goods and Chattels to the said Defendant and this he the said Defendant is ready to aver and prove as the Court shall direct and Adjudge and therefore he the said Defendant prays Judgment if he the said Plaintiff ought to have or maintain his aforesaid Bill of Complaint against him and that the same may be dismissed with his Reasonable Costs and Charges in this behalf sustained

The Defendant for Plea to the Plaintiffs Bill of Complaint saith that the said City Petty Conveyed ought not to have or maintain his aforesaid Bill of Complaint against him because he saith that the said Plaintiff ought not to have his aforesaid Bill of Complaint against him because he saith that the said City Petty Conveyed by Virtue of a Warrant to him directed by the Plaintiff did Distrain the Goods and Chattels of the said Defendant to the Value of the said Goods Wares and Merchandizes and that the said City Petty Conveyed did Sell the said Goods and Chattels and did Retain out of the Money arising by the Sale thereof the Sum of £ 2.B.12.6.D.D the Amount of the said Debt and Charges of the said Distress and Sale and that the said City Petty Conveyed did pay the Remainder of the said Money arising by the Sale of the said Goods and Chattels to the said Defendant and this he the said Defendant is ready to aver and prove as the Court shall direct and Adjudge and therefore he the said Defendant prays Judgment if he the said Plaintiff ought to have or maintain his aforesaid Bill of Complaint against him and that the same may be dismissed with his Reasonable Costs and Charges in this behalf sustained

The Defendant for Plea to the Plaintiffs Bill of Complaint saith that the said City Petty Conveyed ought not to have or maintain his aforesaid Bill of Complaint against him because he saith that the said Plaintiff ought not to have his aforesaid Bill of Complaint against him because he saith that the said City Petty Conveyed by Virtue of a Warrant to him directed by the Plaintiff did Distrain the Goods and Chattels of the said Defendant to the Value of the said Goods Wares and Merchandizes and that the said City Petty Conveyed did Sell the said Goods and Chattels and did Retain out of the Money arising by the Sale thereof the Sum of £ 2.B.12.6.D.D the Amount of the said Debt and Charges of the said Distress and Sale and that the said City Petty Conveyed did pay the Remainder of the said Money arising by the Sale of the said Goods and Chattels to the said Defendant and this he the said Defendant is ready to aver and prove as the Court shall direct and Adjudge and therefore he the said Defendant prays Judgment if he the said Plaintiff ought to have or maintain his aforesaid Bill of Complaint against him and that the same may be dismissed with his Reasonable Costs and Charges in this behalf sustained

know the Agent of the Defendant knew what was intended
with the Letter which the Said Replicant says he sent to the
Defendant himself. From the foregoing and annexed Bill
of Complaint, how as well in answer to the parts of the Replicants
proceedings with the Cause, as several interrogatories which may
serve to explain and Elucidate matter together with the Defendt
to the very Expence as also moved vexation and trouble the Defen-
dant further says that he cannot keep the Subject that he have
further to observe upon matter interrogatory, the Replicant in his
Replication says that he hopes to prove that the Said Defendant
did receive and receive from the Gazeat Merchants part of
the whole of the said Money mentioned & Charged in the Replicants
Bill of Complaint, the whole Sum is Charged to have been Re-
ceived by the Defendant as aforesaid to say, the Defendant
says that it is the duty and Business of the Replicant to
be certain and fixed in his Claim, in order that the Defendt
may know what defence to make and not to be surprized
at the hearing of the Cause, that certain parts of his Claim are
in doubt and that the Replicant ought only to recover so
if possible to fix Debt upon the Members of the Defendant,
of the Defendant received, apart, or much Money ought to
be the Basis of the action, the Defendt that the Replicant has
without any Certainty preferred his Bill of Complaint against
the Defendant, for it does not appear that the Replicant knows
what Sum to fix. The Defendant further says that it is very
Defendt that from what has been

of the Plaint can be binding on him or his Company nor by him
waived or the Same waived or the Same pretended to be waived by
the said Defendant, nor as any waived by the Replaint & that
in Case any of the Money had been waived by the Defendant
for account of the Replaint certainly he the Defendant was
became responsible, The Defendant further says and shews
that in none one part of the Proceedings on the Replaint Shew
or Exhibit any Writing or Other Voucher &c to shew how & in
what manner the Money was waived by the Defendant; if the
Defendant had waived the Money some Account with the
Underwriters Shewing made up and settled any to be pro-
duced and produced but there is not the least appearance of
any Testimony Brought on the Proceedings but that there is
a General informal Charge made against the Defendant
brought in on Oath with the Defendant further says
that the Replaint after long and tedious Negotiations at
City Chitty Company & the Office for the Insurance have
brought the Matter to an Issue point that is only that of the De-
fendant has waived the Amount of the Insurance any part
thereof that the Defendant must be responsible thereby &c
omitted on both Sides the determination of the Case without
Evidence which might have been before and to the Knowledge
without putting the Defendant to such Charge Expence The
said Defendant further says that he cannot see how he is liable
as to the payment of the Insurance by his Waiving a Responsible
the Bond for Two Hundred Pounds

protende he has against the Defendant and that he the Replicant
has no Cause of Action against him. The said Defendant
further Says and which he has ever the filing of the Answer
recollected some Circumstances, which happened between
all parties, The said Defendant further Says that the said Coty
Chitty Comrapah as Agent and Generall of the said Replic-
ant came to the Defendants House on Day in the
the one Abraham Cann for Charles him for an Policy
of Insurance belonging to her Master the Replicant and he
received the Amount from the Underwriters wherupon the
the Defendant wrote and sent for the said Abraham Cann stating
the Sum for which he so received from him the said Coty Chitty
Comrapah as Agent for the said Replicant which the De-
fendant refused to and some time after the said Coty
Chitty Comrapah brought Abraham Cann unto the De-
fendant, and in the presence of him the Defendant and
demand of the said Abraham Cann the Amount of for last
he the said Abraham Cann had received from the Under-
writers on Account of the Replicant on Answer to such
Demand the said Abraham Cann did tell the said Coty
Chitty Comrapah, that he having some Accounts with
the said Replicant and that there was a Ballance due to
him the said Abraham Cann which Ballance of the
the said Coty Chitty Comrapah and Defendant

A. N:1

Translate of a Receipt from Cuttyputty Comaputt Agent to Govr
Tek of Pulicat dated Rayar Patty the 11th August 1776

I Cuttyputty Comaputt Govr Tek of Pulicat Patt
Rayar of Venkatapore, do give this Receipt unto Ellamputt Chitty of
Ramachelle Chitty of Pulicat Merchant Dupt in my Master Patt
Patt Rayar having sent a Respondentia Bond for two hundd
Pagodas for Pegue, for which after deducting 62½ Pagodas being
due to Ryr on Account Bengal Respondentia Remaining Pa-
godas 137½ Ste hereby acknowledge to have Received two Pagodas
on the 6th March last and the Remainder being Pagodas 37½ the
Day in all making two Hundred Pagodas, which Ste hereby
acknowledge to have Received Know I give this Receipt with
my Consent (Signed) Cuttyputty Comaputt

A true Translation as near as can be taken from the Original
Malabar Language by Cuttyputt Dubash Cost Interpreter

Chas Bromley
Secy Dupt Govr

B. N:2

Translation of a Letter in the Gentoo Language from Mada
Abdul Rauk to Cuttyputty Comaputt Dated at Vencatapore the
25th November 1775

I have received your Letter by the Sappy and
Heard the Contents thereof Lately I have sent you four or five
Letters the Contents of them you must have understood every thing
has Hd hot Salt in Bengal Hd got Rice and Cloth Hand they
write home should Send from thence by the Ryr Dupt

from Gingeet or from Europeans and keep it in your Custody
as for the Amount of the Common Seal and the Ch[illegible]
Ghin with your Gong to Ask Long Ad Ch Ghin which you
sell and pay for the same, I will send you Silver as you write
to me and send me your Answer as soon as possible that I may
acquaint Therof

A True Translation as near as can be taken from the
Original Gentoo Language by Joshua Edmonds Dubash

Chas Bromley
Mly Despt.

C. N.3.

Translation of a Letter in the Gentoo Language sent by Shake
Abdulrauk to Coja Shitty Comrapah Dated at Ningpoo the 4. March
1775.-

I have loaded the following own Dispatch and Despat-
ched her to Bengall, by the Grace of God I hope will arrive there by the
time and the Answer will come to hand or Somewhere after the com-
ing Ships of this own Country at Bandaroon to be the
Freight to Pegue and I have taken her Dispatches for it and the
to Leave the 5. of April following, and therefore I have wrote to
Comrapah Shitty, and I desire that you will also speak to Cha
-pah Shitty and agree able to

D N.º 4

Translation of a letter in the Gentoo language sent by the
abdul rezack to Cosy Chitty Bunder pad & Narrapore the 5th
November 1775.

You have sent me a letter by Tappy and another
over land I received them both and shewed the Contents thereof
I am surprized that you have not received any of my letters by
Joint two Letters by Narrapore Tappy and two by Masulapatam
Tappy I have received the News that my Ship is safely arrived
in Bengall and by the Grace of God she will take whatever
Goods she may want and will come to Madras early in the
ensuing next, I will come to Madras over land in a Months
time, the Ship will arrive there soon, and I also will come to
Madras soon and as soon as the Ships arrival I shall pay
Checapah Chitty Pagodas together with the Respondentes what
Difficulty is there for Checapah Chitty's Pagodas and Ships
to have some dealings with Checapa Chitty in future and that
you will maintain to Checapah Chitty and give my Salam
or Complaments to Checapah Chitty no fear for Checapah
Chitty Pagodas by the Grace of God my Ship will arrive
Early in January to Madras you may explain this to Checapah
Chitty and give him my Salam or Compliments

The disputes between me and Burmahs having
settled by means of Mr Whitehill the Governor of Masulapatam
and have given discharge to

Fild 4th Febry 1790

The Rejoinder of Thos Archdeacon
Esqr by his Attorney John Lewis
to the Cross Replication of Thompson
Atty

This Defendant now and at all times hereafter
saving and unto himself reserving all and all manner of benefit
and Advantage of exception to the many Errors uncertainties
insufficiencies and imperfections in the said Cross Replication
Contained for Rejoinder thereunto he the said Defendant
and prove all and singular the Matters and things Contained and
his the said Defendants Answer to the Complainants Cross
Bill of Complaint to be good true Certain and sufficient in
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
Cross Replication is very untrue Evasive and insufficient To
further Rejoinder this Defendant says he is not indebted
unto the Replicant in such Sum or in such manner as is
by him set forth in his Original Answer Rejoinder or Cross
Bill of Complaint but on the Contrary that the said Replicant
stands Indebted unto this Defendant in the Sum of One
Thousand Seven hundred and Seventy two Pagodas twenty
four fanams and forty Cash as set forth in this Defendants
Original Bill of Complaint and the Account Current
thereunto Annexed and also as set forth in this Defendants

All which Matters and things this Defendant will Verify maintain and Prove as such Manner and Form as this Honble Court shall Direct and Humbly Prays as in and by his said Cross Answer he doth already Prays

Bopham
Atty for the Defendant

Witnesses
Segadhir Davays
Agavelly Satur
Sargues Satur
Machata Vindapah

Interrogatories to be exhibited to such Witnesses as shall be produced Sworn and Examined in a Cause Depending and at Issue in the Hobble the Mayors Court at Madraspatam wherein Shake Abdul Rasac by his Attorney John Fleming is the Original Complainant and Cosp Defendant and Obsepah Chitty is the Defendant and Cosp Complainant

On the Part and behalf of the said Original Complainant and Cosp Defendant

To all such Witnesses &c. Do you know the said parties Shake Abdul Rasac and Obsepah Chitty or either of them and do you know or believe the Cause in these Interrogatories named to be depending in this Honble Court at Madraspatam if you do how long have you so known them or either of them

2d Do you know Segashor Davays & Thangavelu Satur or either of them and how long have you so known them or either of them

3d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

4th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

5th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

6th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

7th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

8th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

9th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

10th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

11th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

12th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

13th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

14th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

15th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

16th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

17th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

18th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

19th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

20th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

21st Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

22d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

23d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

24th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

25th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

26th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

27th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

28th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

29th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

30th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

31st Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

32d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

33d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

34th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

35th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

36th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

37th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

38th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

39th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

40th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

41st Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

42d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

43d Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

44th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

45th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

46th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

47th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

48th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

49th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if so for whose Account and Interest and on what Terms and Conditions and by what Policy or Policies of Insurance and in what Office or Offices and with what Insurers and Underwriters and did you or either of you see the said Policy or Policies of Insurance and did you or either of you know the Contents thereof and did you or either of you Subscribe the same and if so in what Manner and Form

50th Do you know or believe that the said Segashor Davays & Thangavelu Satur or either of them did on or about the Month of December in the Year of our Lord One Thousand Seven Hundred and Ninety Six or at any other time or times and when and where Insure or cause to be Insured the Sum of Pagodas Two Thousand on the Ship or Vessel called the Cuddore Nauna Boat of which Ship or Vessel one Ramana Boat was Master or Commander in a Voyage from Porto Novo to Pondicherry and back to Porto Novo or any other Voyage or Voyages Ports or Places and if

To Chitty or by the direction of any other and whom the Witness
Ayavelly Saturi & Sarkies Saturi } 3d. Have you ever and when been Concerned with
any and what Insurance or Underwriters If you were there or
was there not with the Course of last year Ceram and Tyrrah
Insurance or Underwriter Ship or Vessel belonging to Shake Abdul
Rasse Insured thereon and what Amount and was it or was
it not afterwards understood that such Vessel had been lost in
the Course of the Voyage If you was or was not the Policy of
Insurance for the Sum of One Thousand Six hundred Cupdas
made with the Name of the said Shake Abdul Rasse and was or
was not such Policy given to the said Chocapah Chitty on the
behalf of the said Shake Abdul Rasse was there or was there
not Some and what Demand and If you by whom made
of the said Sum so mentioned in the said Policy of Insurance
and did you or did you not at such Time Ingratiate Dorage or take
any means to inform himself from the said Chocapa Chitty If
payment thereof Should be made to the said Shaw Cawn D
D or Did not the said Ingratiate Dorage as you believe inform
himself accordingly and if you what information regarding
informed or do believe did the said Chocapah Chitty give him
and was or was not such your application to the said Chocapah
Chitty in Consequence of your knowledge of the said
Insurance matter on the part of the said Shake Abdul Rasse
who was there absent and from your further knowledge of the
said Chocapah Chitty

Cause or Reason as you know or have informed to believe with
every Cause and Reason of such your knowledge Information
or belief fully and at large Declare

To Machaila Vendapah 1st Have you ever and when and how or by what means
known or been informed that the said Chocapah Chitty acted for or
on behalf of the said Shake Abdul Rasse in the management of
an Insurance made or Caused to have been made by the said
Shake Abdul Rasse on a Ship or Vessel called the Condor Abeera
Bux If you was or was not the Policy of Insurance Made in
the Name of the said Shake Abdul Rasse and for One Thousand
Six hundred Cupdas or for what other Sum have you likewise
known or been informed that Such Policy was left in the hands
of the said Chocapah Chitty as an Agent or Intestee for the said
Shake Abdul Rasse and do you or did you not hear that such
Vessel or Insured had been afterwards lost and the Insurance
became liable to the Sums Insured If you did or Did not the
said Chocapah Chitty or who else for him demand and receive
such Sums from the said Insurers or from whom else and was
it or was it not understood by you that such Sum so Insured
from the Insurers under such Policy of Insurance so made
in the Name of the said Shake Abdul Rasse was the property
of the said Shake Abdul Rasse or if not of whom else Did
you or Did you not hear that such money was Received by the
said Shaw Cawn by the direction of the said Chocapah Chitty
and have you or have you not

believe that the said Cheenpah Chetty did afterwards and how endeavore to Obtain from the said Abram Caun either such money or his Bond for the payment thereof If you do not know all you know have been informed or do believe with Reference to such your knowledge Recollection and belief fully and duly

To all the Witnesses on the Part of the Defendant Shake Abdul Rezac

Do you know of any other Matters and things or have you had or can you set forth any thing touching or concerning the Matters in question in this Cause that may tend to the Benefit and advantage of the said Shake Abdul Rezac towards or besides what you have been before interrogated unto If you do know the same fully and at large as if you had been thereunto particularly Interrogated.

Copy sworn
this 1st day of Augt 1787
before Me Copy Dept.

Mayors Court at
Madrass Jan 1787

Deponent Shake Abdul Rezac
the Defendant in the original Suit
and Original Complainant in
Cross Suit Cheenpah Chetty
Defendant and Cross Complainant

Deposition of the Original Defendant
and Cross Complainant

[illegible]

[illegible]

[illegible]

said Abdul Rasse and he has heard said Assault so moved by the Defendant as Broker was last on the Buoys of the Ship for which the had been insured, and there was demanded for the Amount insured Policy of Insurance by the aforesaid Abraham Cawn who produced the same for Payment and the Defendant first asked Chesapeak Chetty as the best to pay the Amount to Abram Cawn as he had to pay the same which the Defendant did accordingly and the Deponent saith he supposes said Sum so paid was the proper Money of Shake Abdul Rasse as the Policy of said Insurance was made out in the Name of said Shake Abdul Rasse and the Deponent did pay the amount of the Insurance by the aforesaid Order of Chesapeak Chetty and more to the Contents of this aforesaid Interrogatory

Rich Dighton
Clerk
Mayors Court at
Madraspatnam

Deponent Saith he is
only the Attorney for the
Original Complainant and
Defendant in Chancery
Defendant in Chancery
to the Original
Complainant and Cross Defendant

Sworn before me in Court this 18th Day of April 1768
Rich Dighton
Clerk
Mayors Court at
Madraspatnam

Deponent Saith he is
only the Attorney for the
Original Complainant and
Defendant in Chancery
Defendant in Chancery
to the Original
Complainant and Cross Defendant

awelly Satier of Madras Merchant aged 40 Years or thereabouts
y produced as a Witness on the Part of the Original
plainant and Cross Defendant was on the 18th Day of April 1768
ined at the Office of Mr Charles Bromley who is Attorney for
Original Defendant and Cross Complainant by Examining
Servant who also left him a Note of the Name Title and Place
Abode of the said Deponent and afterwards withdrew Day being
and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that he
doth know the Original Complainant and Cross Defen-
dant Shake Abdul Rasse in this Cause, and that he hath
so known him four Years or thereabouts and that he
doth know the Original Defendant and Cross Com-
plainant Chesapeak Chetty in this Cause and that he
hath so known him sixteen Years or thereabouts and
that he doth also know Abram Cawn in the Inter-
rogatories Named and that he hath so known him
Eighty Years or thereabouts and more saith to the
this Interrogatory —

To the third Interrogatory this Deponent saith that
he hath never been Employed with any Insurance
or Underwriter but that he hath heard that Shake Abdul Ra-
sse wrote from the Northward to Chesapeak Chetty to
Insure a Snow belonging to the said Shake Abdul Ra-

Deponent hath heard that said Vessell was lost with the Loss of her Passage and this Deponent saith he did return said Policy of Insurance but he imagines it was made out in the Name of Shake Abdul Rause for it was done by his Direction and said Policy was given to Mompah Chitty on behalf of the said Shake Abdul Rause and this Deponent saith that Shaun Cawn came to his Another Sarguis Satur when the Deponent was present with said Policy of Insurance and this Deponents Brother did insist the Insurance should be Paid by Mompah Chitty & for Shake Abdul Rause and this Deponent saith that Sarguis Satur did inform him that Mompah Chitty had Orders from Shake Abdul Rause to Demand the Money of Shaun Cawn and this Deponent saith that Sarguis Satur did inform his Brother Sarguis Satur that Mompah Chitty Deponent Policy to Shaun Cawn that he might have the Money and this Deponent saith the Reason of his Brother sending to Mompah Chitty for said Information was because that Mompah Chitty had Orders from Shake Abdul Rause Brothers therefore he thought it necessary to have Mompah Chitty's consent to pay the Money to Shaun Cawn more Saith not to this or the last Interrogatory

Rich.d Brighten

Sworn

Agarale

Mayor's Courtat
Madraspatnam

Between Shake abdul
Rasse by his attorney Shaun
ney Original Complainant and
Cross Defendant and Mompah
Chitty Defendant and Cross Compl.t

On the Part of the Original Com-
plainant and Cross Defendant

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

Sarguis Satur of Madras Merchant Aged 35 Years or thereabouts
being produced as a Witness in this Cause on the part of the Original
Complainant and Cross Defendant was on the 21. Day of March 1781
Signed at the Office of Mr Charles Bromley who is Attorney for
the Original Defendant and Cross Complainant by Examining my
Interpreter who also left him a Note of the Name Title and place of
Abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as follows viz.t

To the first Interrogatory this Deponent saith that he doth
know the Original Complainant and Cross Defendant
Shake Abdul Rasse in this Cause and that he hath so known
him three Years or thereabouts and that he doth know the
Original Defendant and Cross Complainant Mompah Chitty
in this Cause and that he hath so known him Eight Years
or thereabouts and he doth also know Shaun Cawn in this
Interrogatory Named and that he hath so known him he

Mayors Courtat
Madraspatnam

Between Shake Abdul
Rasac by his Attorney Sober
Jauncy Original Complainant
and Cosf Defendant and Chearpet
Chetty Defendant and Cosf Complt

On the Party of the Original Com-
plainant and Cosf Defendant

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

Machala Vendapah of Madras Dubash Aged 65 Years or
thereabouts being produced as a Witness in this Cause on the part
of the Original Complainant and Cosf Defendant was on the 19
Day of March 1781 Sworn & Examined at the Office of Mr Charles Bromley
whose Attorney for the Original Defendant and Cosf Complainant
by Burmasing My Servant who also left him a Note of the Name
Title and Place of Abode of the said Deponent and afterwards on
the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith that he
doth know the Original Complainant and Cosf Defendt
Shake Abdul Rasac in this Cause and that he hath known
him two Years or thereabouts and that he doth know the
Original Defendant and Cosf Complainant Cheapet
Chetty in this Cause and that he hath known him fifty
Years or thereabouts and that he

3 To the third Interrogatory this Deponent saith that he
was employed as a Broker by the Original Complainant
and Cosf Defendant Shake Abdul Rasac to Insure on the
Ship Hunter Captain Bird from Bengal to Madras
and that he did Insure on the said Ship Hunter
for the Original Complainant and Cosf Defendant
Shake Abdul Rasac the Sum of Pagodas Two Thousand
Five Hundred and that he Insured the same with
Mr Charles Bromley and that he Insured the same
with him on the Twenty Fifth Day of December
1780 and that he Insured the same with him at
Twenty Five per Cent and that he Insured the same
with him for the Original Complainant and Cosf
Defendant Shake Abdul Rasac and that he Insured
the same with him for the Original Complainant
and Cosf Defendant Shake Abdul Rasac and that
he Insured the same with him for the Original
Complainant and Cosf Defendant Shake Abdul
Rasac and that he Insured the same with him for
the Original Complainant and Cosf Defendant
Shake Abdul Rasac

Cawn either Interrogatories name and that he believes him to be years or thereabouts — And more saith not to the Interrogatory —

4. To the fourth Interrogatory this Deponent saith that about two years ago he was informed that Chocapah Chitty did for and on behalf of the said Shaik Abdul Rawn the arrangement of an Insurance caused to be made by the Shaik Abdul Rawn on a Cyst Pattah the Order for and said Policy of Insurance was made out in the Name of Shaik Abdul Rawn for the Sum of One Thousand Pagodas and the said Policy was in the Custody of Chocapah Chitty as Agent for the Shaik Abdul Rawn and this Deponent further saith that he was present when the said Cyst Pattah was sent by the Shaik Abdul Rawn to the said Chocapah Chitty for the purpose of Insurance to Siam Cawn and this Deponent further saith that he was present when Gopaul Moodeliar Manager to Siam Cawn paid the Amount of the Premium to Chocapah Chitty and this Deponent further saith that he was present when Chocapah Chitty and the said Gopaul Moodeliar went to the Insurance Office and this Deponent further saith that he was present when the said Chocapah Chitty received the Policy of Insurance from the Insurance Broker and this Deponent further saith that he was present when the said Chocapah Chitty delivered the said Policy

Complainant to Cheapah Chitty the Original Defendant and Cross Complainant is the Signature thereto, of the Hand Writing or Subscribing of the said Cody Chitty Cowapah, and how you became Acquainted with the manner of such his Hand Writing or Signature? particularly set forth and Declare.

Arobah Chitty
Cody Chitty } 6 — Do you know or Do you not know and can remember that sometime in or about the Month of February in the Year One Thousand Seven Hundred and Seventy Six, the aforementioned Cody Chitty Cowapah as the Broker, Agent, and Gomastah of the said Shake Abdul Rozack, did or did Not offer and tender to the said Cheapah Chitty some Bond or Allegation, for the Sum of Two Hundred Pagodas to Wait a Responder thereupon, called the Medina Bua from Cuinga to Pegue and Madras, if you Did or Did not the said Cody Chitty Cowapah as Agent and Gomastah for the said Shake Abdul Rozack, make Use if any and What Endeavours to induce the said Cheapah Chitty to Receive and Accept of such said Bond or Allegation, and whether the said Cheapah Chitty did or Did not consent to Advance and did actually pay any and what Sum of Money for Account of such Bond or Allegation and whether any Receipt was by the said Cody Chitty Cowapah for the same and of the Writing Marked A. N 4 here to shewn You is and the same as given and tendered as and for the Receipt to the said Cheapah Chitty, particularly set forth and Declare and how you became Acquainted therewith &c

Golaum Mahomed
Sworn } 6 — Do You know of the

the Complainant Shake Abdul Rasack having an Interest
in, now or hereafter being and residing at Kurrumpondy
you know or do you not know that the said Shake Abdul
Rasack having at the same time two Carrs at Kurrumpondy
as Gomastah to the said Complainant
If you, declare their Names and their Connections with
the said Complainant

Bitte — 7 — Do You know or Do you remember that the
Gomastahs did and transacted Business in any of the affairs of
the Complainant if you Do say in what manner
Done with any others for and on Account of the Complai-
nant in their own Names or in the Names of the said In-
stant Sons, or Sole Name to sell and dispose the property
and effects of the said Complainant in the above
And do you know or do you remember that the said
Gomastahs Correspondence on the Account of the said In-
stant Sons were not entered in Books as it was the Custom
Deed of the said Complainant particularly Set forth
Declare

Gollam Mahomed Sahib
& Cody Chitty } B — Look upon the Writing now
Read and shown to you at the time of your Exami-
nation purporting to be a Letter as from Mahomed Sahib
& Cody Chitty Merchants under date the 6th of December
Returned from the

the Complainant Shake Abdul Rasack having an Interest in, now or hereafter being and residing at Kurrumpondy you know or do you not know that the said Shake Abdul Rasack having at the same time two Carrs at Kurrumpondy as Gomastah to the said Complainant

If you, declare their Names and their Connections with the said Complainant

Bitte — 7 — Do You know or Do you remember that the Gomastahs did and transacted Business in any of the affairs of the Complainant if you Do say in what manner Done with any others for and on Account of the Complainant in their own Names or in the Names of the said Instant Sons, or Sole Name to sell and dispose the property and effects of the said Complainant in the above And do you know or do you remember that the said Gomastahs Correspondence on the Account of the said Instant Sons were not entered in Books as it was the Custom Deed of the said Complainant particularly Set forth Declare

Gollam Mahomed Sahib
& Cody Chitty } B — Look upon the Writing now Read and shown to you at the time of your Examination purporting to be a Letter as from Mahomed Sahib & Cody Chitty Merchants under date the 6th of December Returned from the

knows or whether such Writing is or is not the Act and Deed of certain persons and whose by Name Acting as Agents or Gomastahs for the said Shake Abdul Rasack to the Northward of Pondicherry, if you Do you know if it was Usual and Customary for such aforementioned Agents or Gomastahs so to Write, that is to Do, in the absence of the said Shake Abdul Rasack or how otherwise Declare —

Gollam Mahomed Sahib & Cody Chitty } C — Look upon the Writing Marked C. N.3 purporting the Letter under date the second of March One thousand seven Hundred and twenty seven from Shake Abdul Rasack to the Original Defendant, Do You know or Do you not know, whether the same is or is not of the Hand Writing or under the Mark and Signature of the said Shake Abdul Rasack, Was you or Was you not present at and at the time of the delivery of the said Letter to the said Cheapah Chitty if you when and where and by whom such Letter was so Sealed and of the said Letter was Accepted or how otherwise Passed, and the reasons given or Assigned for such Passed and how you became Acquainted therewith particularly Declare and State forth to the best of your knowledge Remembrance & belief

Gollam Mahomed Sahib & Cody Chitty } D — Look upon the Writing Marked D. N.4 purporting to be a Respondentia Bond as from Shake Abdul Rasack to the Defendant Cheapah Chitty, Do You know or Do you not know whether the same is or is not of the Hand Writing or under the Mark and Signature of the said Shake Abdul Rasack

Set forth how you became Acquainted therewith and the whole to know touching this Interrogatory—

Oddy Chitty & Golam Mahomed Said ..... } 11th ..... Look upon the Writing Marked A. No 1 purporting to be a Letter under date the Twelfth of September One Thousand Seven Hundred and Seventy five from Shake Abdul Rozack to Oddy Chitty Comrapah Do you know or Do you not know whether such Writing is or is not of the Hand Writing of the said Shake Abdul Rozack to the Original Defendant, Do you know or Do you not know, whether the same is or is not of the Hand Writing under the Mark and Signature of the said Shake Abdul Rozack, if you, Set forth how you became Acquainted therewith—

Ditto—Ditto 12th ..... Look upon the Writing Marked B. No 2 purporting to be a Letter under date the Twenty third of November One Thousand Seven Hundred and Seventy five from Shake Abdul Rozack to Oddy Chitty Comrapah Do you know or Do you not know whether the same is or is not of the Hand Writing of the said Shake Abdul Rozack, if you, Set forth how you became Acquainted therewith particularly Declare and Set forth—

Ditto—Ditto 13th ..... Look upon the Writing now produced and shewn to you at this the time of Your Examination purporting to be a Letter under date the fourth of October One Thousand Seven Hundred and Seventy four Directed to Oddy Chitty Comrapah Do you know or Do you not know whether the said Writing is or is not of the Hand Writing of the said Shake Abdul Rozack and how you became Acquainted therewith particularly Declare and Set forth to the best of your knowledge Remembrance and Belief

produced and shewn to you at this the time of your Examination purporting to be a letter under date the Eighteenth of November One Thousand Seven Hundred and Seventy five from Shake Abdul Rozack to Oddy Chitty Comrapah Do you know or Do you not know whether such Writing is or is not of the Hand Writing of the said Shake Abdul Rozack and how you became Acquainted therewith particularly Set forth and Declare to the best of your knowledge Remembrance and Belief

Oddy Chitty Golam Mahomed Said ..... } 15th ..... Look upon the Writing Marked E. No 3 Now produced and shewn to You at this the time of your Examination purporting to be a letter under date the thirteenth of January One Thousand Seven Hundred and Seventy six from Shake Abdul Rozack to Oddy Chitty Comrapah, Do you know or Do you not know, whether such Writing is or is Note of the Hand Writing of the said Shake Abdul Rozack and how you became Acquainted therewith particularly Set forth and Declare to the best of Your knowledge Remembrance and Belief

Sobah Chitty & Ram Chitty } 16th ..... Do You know or Do You not know of any Complaint or Accusation made and alledged by Oddy Chitty Comrapah against one Abraham Coon of Madras Inhabitant for some indirect behaviour concerning a Policy of Assurance made for account of the Complainant Shake Abdul Rozack, if so Do you Remember the particulars of such Accusation and how far was the said Defendant Comrapah Chitty interested therein and how have account and whether the said Comrapah Chitty did or did not Procure, Countenance, the time when and place where this said Conversation was, particularly Set forth and Declare

and—

and how you became Acquainted therewith

Soobah Chitty } 16
& Ram Chitty } 17 Do you know or Do you not know Whether the
said Coja Chitty Compleh in the life time of Dostuck
one Bannoo mentioned in the Answer of the said
Shaken Cann for the amount of the
Bond mentioned in the Complainants Bill of Discovery and
Shaken Cann grounds his said Coja Chitty Compleh Defence
several Interrogatories, if you what was the reason Why the said
thereto any and what Reply remains to be made to the said Answer
the particulars thereof and Declare

Golam Mahomed } 18 Do you know of any Mortgage being given
& Saib by the Complainant to the said Cheapa Chitty for the Sum
in Discovery from Shaken Cann the Answer of the said
him the said Shaken Cann (Named in the Interrogatory)
whether any Promissory Writing or Writings or any
Gratuity to the said Defendant Cheapah Chitty was made
and if Cheapah so has Defendant Cheapah Chitty received
fully particularly & Specifically Declare & Relate what you
know touching or Concerning the Interrogatory and how you
came acquainted therewith

Ram Chitty } 19 Do you know or Do you not know of any
& Cheapah } Application being made by or from Jaggia Chund Mullick
to the said Defendant Cheapah Chitty for the paying
ing the payment of the Bond mentioned in Shaken Cann
day of January last through the means of Coja Chitty Compleh
you, what Answer did the said Cheapah Chitty give to
Application and how
Gangagovind Mullick & Golam Hossein Saib

agreement made and Entered into by Shake Abdul Rozack and with
one Malahlah Vandapah for the procuring of Writings to Support
the said Shake Abdul Rozack in his intended prosecution to be by
him brought against the Defendant Cheapah Chitty, set forth
the same and how you became Acquainted therewith and the particular
date of such Agreement to the best of your knowledge Remembrance and belief

Last } 21st Do you know of any other Matter or thing or
all the Witnesses } have you heard or can you set forth any thing touching the Matters
in Question in this Cause that may tend to the Benefit or Advantage
of the Original Defendant and Cross Complainant If you Declare
the same as you know have been informed or do believe together
with the reasons of such your Belief as fully as if you had been there
to particularly Interrogated.

Chas Boomley
Atty Orig. Deft & Cross Compt.

Translation of a Letter in Gentoo from Shake Abdul Rozack to Cheapah Chitty dated at Nursipore 26th September 1776.

As you have written a letter by the Sloop, which Arrived and gave me great pleasure by Reading the same I was at Coringa preparing my Vessell to go to Bengall and therefore I did not write to you a letter, but now my Vessell is very well repaired and loaded with salt and set out to Bengall the 30th of August last and by the Grace of God the Vessell would be safely arrived in Bengall by this time — You have given me 30 Cagedas which you Wrote

Man Loaded the Vessell with Salt and sent to Bengall here is no Body
else that will give them a Vessell at Night here is one Ship belong
to Baby Range which I have taken at Night to Pegue The Money
you sent to Sarwa Minah and Mahomed Madinah upon Contract
to deliver you Sick Timbers, they have paid away to their Creditors
and are setting here without any fear and therefore as You be-
-ing my Friend I send this Advice and that you will take care
about it As for my Request for one Thousand Pagodas, I hope to
receive whatever Advice You think proper to send, and Request You
will consider this my Letter as if I sent You one hundred Letters
You will send me Your Answer by the Sappy soon Sythe Help
-ing of God I am engaged to sail to Pegue the 23d of November
next and with agreement to return from thence and deliver up the
Ship to the Owners by the 15th of April next if you lend me the
money it will run on the same Condition abovementioned I will
send you the Prices of this place by and by

P.S. You shall have Sheathing Boards at 5 Pagodas chea-
-per for every hundred Boards than the Market Price and Cumah
Planks at 1 Pagoda Cheaper than the Market Price upon every
Lott

A True Translation as near as can be taken from the Original
in the Gentoo Language by Sworn Court Interpreter

Chas. Bromley
Atty Genl. Deft. Ld. Comptr.

This

This Letter Exhibit marked A N.3 was shown to Gorlamoodoo Chetty and to Coty Chetty and Sankel Chetty at the respective times of their Examination before me at the Part of the Original Defendant and Cross Complainant in a Certain Cause depending in the Mayors Court at Madraspatam wherein Sheik Abdul Rauck is Original Complainant & Cross Defendant and Chenapah Chetty is Original Defendant & Cross Complainant on the 23. 26th Days of May 1781. Anno Domini —

Richd Dighton
Exam.

Translate of a Receipt from Coty Chitty Comrapah, Agent and Gomastah of Shake Abdal Razac Dated 12. August 1777

I Coty Chitty Comrapah Gomastah of Shake Abdal Razac of Narcapore, do give this Receipt unto Chocapah Chitty Son of Arnachella Chitty of Madras Merchant Viz.— My Master Shake Abdul Razac having sent a Respondentia Bond for two hundred Pagodas for Pegue, for which after deducting 62½ Pagodas being due to You on Account Bengall Respondentia the Remaining Pagodas 137½ I do hereby acknowledge to have received 100 Pagodas in the 9th March last and the remainder being Pagodas 37½ this Day in all making two hundred Pagodas, which I do hereby acknowledge to have received — This I give this Receipt with my Consent

Signed Coty Chitty Comrapah

A True Translation as near as can be taken from the Original in the Malabar Langage by Sabrayah Sworn Court Interpreter

Chas. Bromley
Atty. Angt. Deft and Cross Complt.

This Adjan Exhibit Marked A N.3 was shown to Coty Chitty to Comrah Pillah & Soubah Chitty at the respective times of their Examination before me at the Part of the Original Defendant & Cross Complainant in a Certain Cause depending in the Mayors Court at Madraspatam wherein Sheik Abdul Razack is Original Complainant & Cross Defendant and Chenapah Chitty is Original Defendant & Cross Complainant on the 23. 26th Days of May 1781. Anno Domini —

Richd Dighton
Exam.

Translation of a Letter in the Gentoo Language from Shake Abdul Kay
to Cheapah Chitty Dated at Nanapore the 23. November 1775

I have Received your Letter by the Toppy and observed the Contents
thereof lately I have sent you four or five Letters the Contents of them
must have understood my ship has sold by Salt in Bengal and Go
Rice and loads it and they write to me she will sail from them by th
of December and by the Grace of God she will arrive soon I have
hem two Ships at freight to Pegue and I am preparing myself to
go and by the aid of God Intend to take my departure from this Roa
by the of January and by the Grace of God I intend to settle every thin
there in about two or three Months and Return back and within that
time if any Ships go from Madras to Pegue you must send me all
the news and Price Current by her, I have sent four or five Letters to
Cheapah Chitty and have not received any answer to any one of them
and I believe he is very angry upon me his self and your Sundry Affa
and I also would have sent a month ago but no Vessells to carry them
if any Vessells come here I will send them by her I have sent two Persian
Letters to Abram Cawn inclosed in your Letter and tell him that I have
not received his answer you wrote to me without my knowing there
that Cheapah Chitty will not Lend 1000 Pagodas at Respondentia as
the Season grow too late no time for me nor the Vessell to come there &
therefore you will however make you endeavor to get that one Thousand
Pags at Respondentia if that not to be got I desire you will send me
your Answer soon as Possible about it out of two Ships I have taken
at freight Pags One Large ship belonging to Boopudy Rajah Ba-
by Rajah three Mast ship Called Madenah Bux to which Shake
Mahomed is the great or first mate and the little or Second mate
is Chadipe Saume Rascolu Cawn the Serang Sahaboy Thetumrah
and I want you to Insure 500 Pags upon this Vessell to Pegue
you will get the Policy Drawn out in the name of Moodumsah
Marcar either from Guzerat or from Europeans and keep them
your Possession as for the Amount of the Premium I will send
you

two Candys of Ghee with your Comp.ts Oil Lamp Oil and Ghee which
will sell and pay for the same Will send you Tobacco as you wrote
and Send me by our Answer as soon as possible that I may acquaint
thereof

A True Translation as near as can be taken, from the Origi
in the Gentoo Language, by Sorbrayah Sworn Court Interpreter

Chas. Bromley

Atty Gen.l Deft & Cross Compl.t

This Letter Exhibit marked **B** N.2. was shewn to Golam Mahomed
Sah & Cy Chitty at the respective times of their Examination before me
on the Part of the Original Defendant & Cross Complainant in a Cause
Depending in the Mayor's Court at Madraspatnam wherein
Shack Abdul Rosack is Original Complainant and Cross Defendant
& Cheapah Chetty is Original Defendant & Cross Complainant this
the 26.th Day of May 184. Anno Domini

Rud. Dighton
Exam.r

29-

1, 159
80

Translation of a Letter in Gentoo from Mehomed Muccund at Nadapore Son of Shake Abbas Rayee to Ody Chitty Comrapah &c

The Letter you sent in the name of Shake Sahab Mahomed Sah. is received and I understand the Contents of it in regard to the Cir-
cumstances of Cawn Mahomed and the Bengall News You desire to know, the said Cawn Mahomed and the People that went with him are lost with the Vessell, it was Gods pleasure to have so happened the can't help it, You say you are using your endeavors to get the Amount of the Policy paid from the Insurers and desired me to send some of My People from hence to demand the same from the Insurers; as I have nobody to send Down to you to demand it, my Fa-
ther being at Pegue and as you know every thing of Our affairs, We intirely depend upon you for every thing and Therefore, you will please to preserve Your favour, and Demand payment from the Insurers and deposit it on any good Soucars Shops, taking their Receipt— I was concerned and not truely being informed when I before wrote You, therefore mentioned nothing of it in any last Letters, but having since received Certain Accounts, that the Vessell is lost, I have wrote You about it, and as soon as you receive this Letter, you will use Your endeavours and Receive the amount of the Policy from the Insurers, and Deposit in the Soucars Shops. and I will write you hereafter and Send somebody to You— My Father from Pegue I suppose will arrive in about a Month, as you are there Our Agent therefore I send nobody else now, but I will Send some Body by and by, and this Business is not to be delayed, and therefore, You will soon Receive the Money and deposit it, my Father from Pegue will have wrote You, by which You will know the
more thing— Dated 8th December 1776.

A True Translation as nearer can be taken from the Original in the Gentoo Language by Sobrayah Sworn Court Interpreter

Chas. Bramley
Lieut. & Deputy Dep. Capt.

This Letter Exhibited Marked B.N.2. was shown to Gentoo Linguist and Said Chop Chetty at the respective Times of their Examination before me at the Suit of the Original Defendant & Cross Complainant in a Certain Cause depending in the Mayors Court at Madrass wherein Said Bul Rawah is Original Complainant & Cross Defendant & Chocapah Chetty is Original Defendant & Cross Complainant on the 26th Day of May 1781 Anno Domini

Rich Dight
Esq

81

Translation of a letter in the Gentoo Language sent by Shek Bul Rajah to Chop Chetty Comprador Dated at Nandapore the October 1778.—

I have loaded the Salt in my own Vessell and Dispatched her to Bengall, by the grace of God She will arrive there by the ten and the Answer will come Today or tomorrow after the above dispatch Boopaty Rajah Baubo Rajah has let me have his large Ship of his own building at Bendamorraunca this Year, at Freight to Pegue and I have taken his obligation for it and the Ship is preparing to sail the 7th December and to Return from Pegue to Madrass the 3d of april following, and therefore I have wrote to Chocapah Chetty, and I desire that you will also speake to Chocapah Chetty and agreeable to my letter You should however get him to Comply with it, besides this Ingnest you will use your endeavour from others by your means and get me one Thousand Pagodas at Respondentia, as soon as you receive this letter, You will explain to Chocapah Chetty all the substance of the letter I wrote him, and Ingnest that You will tell him all the encouragement was not to suspect me in lending the said Sum, and I will write and send him the agreement as he thinks proper and agreeable to him and therefore Request you will however try to get the the said One Thousand Pagodas from the said Chocapah Chetty and send me Your answer about it, and you will also Shake to some other People and send me Your Answer about it, if you get this business done, I will make you Handsome present,— my Uncle Cawn Mahomed having left with you Madrass Pagodas what have you done with the said Fifty Pagodas let me know I am going to dispatch two ships to Pegue, and I my self

82

self get to Pegue this Year and get full loading of Teak Timber and preparing to Return back Soon and you will also make your indeavours to get what you can for this, You will soon send me Your answer to this, You must send me Price Curre.t of all Sorts of Goods.—

A True Translation as near as can be taken from the Original in the Gentoo Language by Seebroy ah Swon Court Interpreter

Chas. Boomley

Atty Orig.l Def.t and Cross Compl.t

This Letter Exhibit marked C N.o. was shewn to Goolam Mehomed Sack & Cody Chitty at the Respondent Times of their Examination before me at the Part of the Original Defendant & Cross Complainant in a Certain Cause depending in the Mayors Court at Madrapatnam wherein Shaik Abul Rasack is Original Complainant & Cross Defendant & Cheeapah Chitty is Original Defendant & Cross Complainant at the 26.th Day of May 1781. Anno Domini—

Rich.d Dighton

Exam.r

Translation of a letter in Gentoos from Shah Abdul Razack to Chocopah Chitty Dated in Rangoon the 2d. March 1777. —

I have wrote to you Letter by Pagoe Ship the Contrast of which You will observe— according to my last Letter I have Received from Allum Said and Mahomed Cuppy the Sum of 1600 Pagodas here and give them my Agreement in writing that the said Sum is to be paid to and about Cadiz thro, twenty one days after the safe arrival of my large or Great Ship at Madras by the Grace of God— and also I have taken from Ojah Petrus the Sum of 180 Pagodas and gave him an Agreement in writing to pay him at Madras twenty One Days after the safe arrival of my little Ship in the Road of Madras by the Grace of God— So I have received here the sum of Pagodas 2028. upon my two Ships and have drawn for the same to be paid in Madras Twenty one days after the safe arrival of those Ships, for which Money I have spoke to Meira Labby to speake to you and borrow these Same at Interest and deposite the Goods in your Possession, this you will Settle and be pleased to get this money at Interest and pay to those People and take my Bonds and keep them in Your Possession Incase Borbatty Ranze Baby Ranje Agents or Gomastahs comes— You will let them know of all Transactions and get it done before them You must let them take care of keeping all the Accounts by them, in Case they chuse to pay off the Money —

This letter marked C.N.3. was shewn to Gulam Mahomed Said to Dy Chitty & Soubah Chitty at the respective Times of their Examination before me In the Cast of the Original Defendant & Cross Complainant in a Certain Cause now depending in the Mayors Court at Madraspatapatnam wherein Shack Abdul Rasack is Original Complainant and Cross Defendant and Chenapah Chitty is Original Defendant and Cross Complainant on the 25th & 26th Days of May 1781 Anno Domini—

Richd Lighton
Exam.

Translation of Letter in the Gentoo Language sent by Shake Abdul Razak to Cody Chitty Cowrapah Dated at Narsapor 18th November 1752

You have sent me a letter by Tappy and another Overland I received them both and Observed the Contents there off I am surprized that you have not Received any of my Letters the Sent two Letter by Narsapore Tappy & Two by Masulipatnam Tappy I have Received the news that my Ship is safely arrived in Bengall and by the Grace of God She will take whatever Goods she may want and will come to Madras early in January next I will come to Madras overland in 2 months time, the Ship will arrive there soon and I also will come to Madras soon as soon as the ships arrival. I shall pay Cowrapah Chitty Pagodas together with the Respondentia what differently is there for Cowrapah Chitty Pagodas and Hope to have some dealings with Cowrapah Chitty in future which you will mention to Cowrapah Chitty and give my Salam or Complaiments to Cowrapha Chitty no fear for Cowrapah Chitty Pagodas by the Grace of God my ship will arrive Early in January to Madras you may explain this to Cowrapah Chitty and give him my Salam or Complainment —

The Disputes between me and Burmahs having settled by means of Mr Whitehill the Governes of Masulipatam and have given discharge to one another that we have nothing to do with each other hereafter which I write to you that you may be acquainted with this Matter —

You will settle the Custom upon my planks and pay the same which I will pay you with Interest as soon as I come there after my ship is arrived at Madras I intend

Translation of a Respondentia Bond in Gentoo given
Chocapah Chitty by Shake Abdul Rayae Son of Vijee Mahom
Saheb of Narsapore dated the 4th February 1776–

As I have taken upon my Occasion, from Chocapah
by the Sum of three hundred Pagodas (Pag.300) which is to rem
Respondentia on the Ship Madonia Bow, the Ship belonging
to Boopathy Rauze Booby Rauze which I have taken at Freig
from them from Coringa to Pegue and from thence to Madra
I promise to pay the Principal together with the Premium
of Thirty p Cent on or before the 22d day of the safe arrival of
the said Ship in the Madras Road and then to arrive this my
Respondent Bond–

Witnesses Signed
Moodugala Ramacha

By this knowledge this is writting by Moodugalah
Ramah–

Signed and Sealed by
Shake Abdul Rayae

A True Translation as near as can be taken from the Original in the
Gentoo Language by Seobrayah Sworn Court Interpreter–
Chas. Boomley
Atty Orig. Defr. & Cross Compl.t

This Letter Exhibite marked D No. was shown to Gosla Mahomed Said
& Coy Chitty at the respective Times of their Examination before me on the
Part of the Original Defendant & Cross Complainant in a Certain Cause
depending in the Mayor's Court at Madraspatnam wherein Shake
Abdul Rosack is Original Complainant & Cross Defendant & Chocap
pah Chitty is Original Defendant & Cross Complainant on the 26th
Day of May 1781. Anno Domini–

Rich.d Dighton
Exam.r

Translation of a letter in the Gentoo Language from
Shake Abdal Rajah to Coja Chitty Comarapah Dated at Ma-
-sapore the 13th. of January 1776.—

I have wrote to You two or three letters Lately and sent
them by the Sappy which by this time you will Receive and
-served the Contents thereof, but you have not sent me any An-
-swer about it, but in future soon after you Receive this letter,—
you will write to me as soon as Possible Concerning Ebraum
Caun and about the Insurance of Bengall Vessell you should
Explain Ebraum Caun particularly that he has got Four hund-
-red or four Hundred and fifty Pagodas the amount of the Bill
of Exchange and the Amount of the Goods I sent to him, and if
he is not Satisfied with this You must give him all the En-
-couragement; all of my affairs You must consider as if it is Your
Own, and take care of it, I have nothing to say with any other
in the world, I have wrote a letter to Ebraum Caun and inclosed
in this and you will go to him with the letter and speake to him
and get his Answer and send it to me with Your Answer as
soon as Possible, I have sent from Cranganore Bonds Rowmee-
-dos Vessell Excepted Thirty Ael and Your Oil and Your
Oil Ghee and a Bundle Redcandam and by this time
it will Safely Arrive to You, I will write to You Every Thing
hereafter.—

A True Translation as near as can be taken from the Original
in the Gentoo Language by Subraya Sworn Court Interpreter.—

Chas Bromley
Mayr Advt. Dept. & Cole Compt.

This Exhibit marked DE N.6. was shown to Gorham Mahomed the
Coz Chitty at the respective time of their Examination before me as
Court of the Original Defendant & Cross Complainant in a Certain Ca
depending in the Mayors Court at Madraspatnam wherein Sheck Ab
Rasack is Original Complainant & Cross Defendant and Chunpah C
is Original Defendant & Cross Complainant On the 26. Day of May
1781. Anno Domini.

Rich. Dighton
Exam.

Mayors Court
Madraspatnam

Between Shaik Abdul Rowk
of Goolam Mauhamed by his attorney
John Fleming of the same place Gent
Plaintiff, Original Complainant &
Cross Defendant And Chengal Chitty
of the same place Merchant Original
Defendant and Cross Complainant

On the part of the Original Deft
and Cross Complainant

Depositions of Witnesses taken in the Cause and before the Examiner in the Court as followeth —

Goolam Mahamed Saib of Madras Schoolmaster & Depondent above-
stated being produced as a Witness in this Cause on the part of the Original
Defendant and Cross Complainant was sworn the 26. Day of May 1781. Signifies
at the Office of Mr. Stephen Popham who is Attorney for the Original Complai-
nant & Cross Defendant by Examining my Interpreter who also Explained
Note of the Name Title and Place of Abode of the said Deponent and after-
wards on the same Day being sworn and Examined Deponeth as followeth

A. ..... To the first Interrogatory this Deponent saith, that he doth know
the Original Complainant and Cross Defendant Shaik Abdul Rowk
in this Cause, and that he hath known him twenty Years or there
about. And that he doth know the Original Defendant and Cross
Complainant Chengal Chitty in the Cause and that he hath
known him twelve Years or thereabouts And does not
was acquainted with Coja Chitty Comarapah late of Madras Merchant
that he so know him seven Years or thereabouts and this Deponent
saith he was not Brother to the Complainant Chengal Chitty or
he bear any nearer affinity to the said Chengal Chitty, than that
of being of the same Cast — and more saith not to this Interrogatory —

B. ..... To the third Interrogatory this Deponent saith, that it was well known
to every one that had dealings with Shaik Abdul Rowk that Coja Chi
Comarapah was Gomastah or attorney to the said Shaik Abdul Rowk and
that he transacted his Business for him — and more saith not to this
Interrogatory. —

C. ..... To Sixth Interrogatory this Deponent saith, that he doth know that the
Original Complainant Shaik Abdul Rowk is an eldest Son of about
four Years Stay at Nawipore and that there were at the same time at
Nawipore two Persons one by the Name of Shaik Sahib and the other by
the Name of Mahawdeen Saib Relations to the said Shaik Abdul
Rowk who used in the absence of Shaik Abdul Rowk at the Request
of the Women belonging to said Shaik Abdul Rowk transact any
Business the said Shaik Abdul Rowk wrote to his Family about —
and more Saith not to this Interrogatory. —

D. ..... To the Seventh Interrogatory this Deponent saith, that the afore-
named Persons at the Request of the Women transacted Shaik Ab
dul Rowks Business, and they used to carry on the Correspondence
in his absence in the Name of the said Son of Shaik Abdul Rowk
or Sole Heir to all the Property of the said Original Complainant
and this Deponent Saith that the Correspondence carried on in this
manner was looked upon as valid as if it had been the act and deed
of the said Shaik Abdul Rowk and more saith not to this

90

To the tenth Interrogatory this Deponent saith corresponding
& referring to him at the time of the Examination this
Letter marked D. N.° 6 purporting to be a Requisite And
from the said Shadwell Road to this Deponent then
past Chatty that the said Exhibit marked D. N.° 6 is under
the Seal and Signature of said Shadwell Road & this
Deponent saith he was requested Herewith by having seen
the said Shadwell Road frequently Write and having been
and School with him Shadwell Road — Do not know
not to this Interrogatory —

To the Eleventh Interrogatory this Deponent saith corresponding
& Shewing to him at the time of his Examination this
Paper Writing marked A. N.° 1 and purporting to be a Letter
Dated the 10th September in the year of Our
Lord One thousand seven hundred and seventy four from Shadwell
Road to the Original Defendant Chatty that the said
Letter marked A. N.° 1 is wrote by the said Shadwell
Road and this Deponent saith that he was at School with
the said Shadwell Road and saith frequently seen him
write and more saith not to this Interrogatory —

To the twelfth Interrogatory this Deponent saith yes

of Our Lord One Thousand Seven hundred and Seventy four from
Shaik Abool Rosack to Coja Chitty Comarapah / that said Letter is
of the Land Writing of said Shaik Abool Rosack & this Deponent
became acquainted therewith by having Seen & Subscribed
Shaik Abool Rosack — And more Saith to this Interrogatory —

No 13 — To the Thirteenth Interrogatory this Deponent saith Shewing
and Shewed to them at the Time of this Examination the
Libel Marked C. N.3 and purporting to be a Letter from Shaik
Abool Rosack to Coja Chitty Comarapah under date the first
October in the Year of Our Lord One Thousand Seven hundred
Seventy four that to the best of this Deponents Knowledge is of the Land writing of the
said Shaik Abool Rosack as he hath often seen the Said Shaik Abool Rosack write and
Subscribe his Name — And more Saith not to this Interrogatory —

No 14 — To the Fourteenth Interrogatory this Deponent saith Shewed and
Shewing to them at the time of the Examination the
Paper Writing marked with the Letter D. N.4 purporting to be a
Letter under date the Eighteenth November in the Year of Our Lord
One Thousand Seven hundred and Seventy four from Shaik Abool
Rosack to Coja Chitty Comarapah / that said Libel marked D. N.4
is of the Land writing of the said Shaik Abool Rosack as he hath seen the
said Shaik Abool Rosack write and was Acquainted with the
Shaik Abool Rosack — And more Saith not to this Interrogatory —

No 15 — To the Fifteenth Interrogatory this Deponent saith Shewed and
Shewing to them at the time of the Examination the Paper
Writing marked with the Letter E. N.5 purporting to be a
under date the

Thousand Seven hundred and Seventy five from Shaik Abool Rosack
Coja Chitty Comarapah that said Libel marked E. N.5 he verily be
is of the Hand writing of the said Shaik Abool Rosack — And more Sa
not to this Interrogatory —

No 16 — To the Eighteenth Interrogatory this Deponent saith that some time
after this Suit Commenced the Original Complainant Shaik Abool
Rosack sent him to Chocapah Chitty's Son to desire him to acquaint his
Father that there was occasion for him and the Defendant to dispute
about this Business in the Mayors Court and that they had better
Settle it, and if Chocapah Chitty would get two of the Companies
Boys he would go to Abraham Coon and Recover the Money and
for such Assistance he would make him a present of a Horse, of
which the said Chocapah Chitty's Son informed his Father in this
Deponents Presence who said he was Endeavouring to do
what is — And more Saith not to this Interrogatory —

No 17 — To the Seventeenth Interrogatory this Deponent saith, that about two
Years ago last Muchalah Verdapah in the Streets spoke to him
that Chocapah Chitty was indebted to them Four or five Pagodas which
he could not get, and that he had taken an Agreement in writing
from Shaik Abool Rosack to the Amount of Fifty Pagodas to
assist them in this Cause, and this Deponent saith that the said Mu-
chalah Verdapah shewed the Agreement to this Deponent which
was written in Gentoo Character and told this Deponent that the
meaning of it was that he was to get Witnesses who were acquain-
ted with the Business in Order to support this Cause in the Mayors
Court on the Part of Shaik Abool Rosack — And more Saith not to
this or the last Interrogatory —

Mayors Court at
Madraspatnam

Between Shaik Abdool
Rovack of Madras Merchant by
his Attorney John Strimy of the
place Complainant Original Defend-
ant and Cossa Defendant and
pah Chitty of the same place
Last Original Defendant
Cossa Complainant

Depositions of Witnesses taken
and before the Commissioners the Court
Chinnapah of Madras Merchant by Sworn
pounded as Witness in the Cause on the part of the Original Defend-
and Cossa Complainant was taken the 21 Day of Sept
Office of Mr Stephen Popham one of the Attorneys of
plainant and Cossa Defendant by Commission
bearing date the Nineteenth Day of the
and afterwards the 23 Day being Lawful
as follows

1st To the first Interrogatory this Deponent saith
know the Original Complainant and
Cossa Complainant

Cause, and that he hath so known him Thirty Years or there-
abouts — and more saith not to this Interrogatory —

2d To the Second Interrogatory this Deponent saith, that he did
know Oty Chitty Conarapah ten Years, but he was not Bro-
ther to the Cossa Complainant nor did he hear any affinity or
Relationship to the Original Defendant & Cossa Complai-
nant more than that of being of the same Cast — and more
saith not to this Interrogatory —

3d To the Third Interrogatory this Deponent saith, that it is well
known to him and Several other Persons that the said Oty or
Chitty Conarapah was Agent or Gomastah to the said Original
Complainant and that it was so known by all his Neighbours
and Friends as he used to sell and buy Goods and Merchandize
for and belonging to the said Original Complainant Shaik
Abdool Rovack — and more saith not to this Interrogatory —

4th To the Nineteenth Interrogatory the Deponent saith, that about
four Years past as he was walking to the Fort in Company with
the Defendant Chinnapah Chitty One Sagazer a Guzerat Mer-
chant came and demanded of the said Chinnapah Chitty whe-
ther the Money or Account of Insurance made for Shaik Ab-
dool Rovack was to be paid or not to which the Defendant
Chinnapah Chitty Replied that he did not know whether said
Money was to be paid or not — and more saith not to this
or the last Interrogatory —

Richd Dighton

Exam.r

Mayors Court at
Madraspatnam

Between Shake Abdul Cheik
of Madras Merchant by his attorney
John Tierney of the same place
Gentleman Original Complainant
& Cross Defendant and Cheik
Cassy of the same place Merchant
Original Defendant and Cross
Complainant

On the Part of the Original
& Cross Complainant

Depositions of Witnesses taken in the Court &
the Common in this Court as followeth—

Ramen Chetty of Madras Banker Aged 25 Years aforesaid
being produced as a Witness in this Cause on the Part of the Original
Defendant and Cross Complainant was on the 26th Day of July
Signified at the Office of Mr Stephen Popham there after
for the Original Complainant & Cross Defendant by Rama
my Servant who duly sworn to the Truth of his Name State
of Abode of the said Defendant and aforesaid on the Land
being sworn and Examined Deposeth as followeth—

To the first Interrogatory this Deponent saith, that
he doth know the Original Complainant & Cross Def
Shake Abdul Cheik in this Cause, and that he
known him [illegible] Years aforesaid and that he

93

him Eight Years aforesaid and more saith not to this
Interrogatory—

To the Second Interrogatory this Deponent saith, that he did know
Cody Chitty Comerapah Eight Years, but he was not Brother to the
Cross Complainant nor did he bear any Affinity or Relationship to
the Original Defendant and Cross Complainant more than that
of being of the said Cast— and more saith not to the Interrog—

To the third Interrogatory this Deponent saith, that it is well
known to him and Several other Persons that the said Cody Chitty
Comerapah was Agent or Gomastah to the said Original Complai-
nant and that it was so known by all his Neighbours and Friends
who used to sell and buy Goods and Merchandize for and belonging
to said Original Complainant— and more saith not to this
Interrogatory—

To the Sixteenth Interrogatory this Deponent saith, that about
four Years past Cody Chitty Comerapah came to the House of Cha-
capah Chitty and acquainted him that Abram Cawn and Shaik
Abdul Rosack were disputing about a Policy of Insurance and
the said Cody Chitty Comerapah desired Chacapah Chitty to come
and Settle the dispute between them to which he the said Cha-
capah Chitty replied he knew nothing of the matter— and more
saith not to this Interrogatory—

To the Seventeenth Interrogatory this Deponent saith, that
he doth not know whether Cody Chitty Comerapah in his Lifetime
did demand of Abram Cawn the amount he had received of the
Defendant underwriters on Account of the Original Complainants

Policy—

Boling of Insurance and the Deponent does not know whether the said Hiram Cowen gave unto the said Cidy Chitty Concapah and more saith not to this Interrogatory —

1st ... To the Ninteen Interrogatory this Deponent saith that about five past as he was walking to the Sorters Company with the Defendant Chocapah Chitty Cow Jaggernaigeut a Merchant was demanded of the said Chocapah Chitty whether the Money on account of Insurance was to be paid or not to which the Original Defendant Chocapah Chitty replied that he did not know the said Money was to be paid or not — and more saith not to the last Interrogatory —

Rich Dighton
Ens

Mayors Court at
Madraspatnam

Deposition taken & Sworn before the Court of Mayors Marchant & Alderman Esqrs Mayor & Presiding Magistrate in the Suit depending between Cidy Chitty Chocapah Original Plaintiff & Cross Defendant & Chocapah Chitty Original Defendant & Cross Plaintiff

94

and before the Examiner in this Court as followeth —

Soobah Chetty of Madras Merchant Aged 32 Years or thereabouts, being produced as a Witness in this Cause, on the Part of the Original Defendant and Cross Complainant was on the 28th Day of May 1781 Signified at the Office of Mr Stephen Popham who is Attorney for the Original Complainant and Cross Defendant by Examining my Servant who also left him a Note of the Name Style and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Chocapah Chitty in this Cause, and that he hath so known him Eight years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Chocapah Chitty in this Cause, and that he hath so known him twelve years or thereabout and more saith not to this Interrogatory —

To the second Interrogatory this Deponent saith that he was acquainted with Cidy Chitty Concapah late of Madras Merchant and Broker and that he did so know him twelve years or thereabouts and this Deponent saith that said Cidy Chitty Concapah was neither Brother or did he bear any Affinity or Relationship to the said Chocapah Chitty Original Defendant and Cross Complainant and more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith that he doth know that the said

Attorney or Gomastah and that he knowed the Respondt for the said Respondt Complainant Shake Abool Rasack and that it was well known by his Neighbours that the said Cody Chitty Comrapah did transact Business for the said Shake Abool Rasack and that he was Gomastah or Agent for the said Shake Abool Rasack and this Deponent became acquainted with him by being employed by the said Cody Chitty Comrapah's House and more saith not to this Interrogatory

To the Fourth Interrogatory this Deponent saith on producing and shewing to him at the Hearing of the Examination the Letter Marked A.N.1. purporting to be received from the Respondt and Cody Chitty Comrapah as Agent or Gomastah to the Respondt Complainant Shake Abdool Rasack to Comrapah Chitty the Respondt Defendant and this Complainant that the said Signature of the said Letter Marked A.N.1. of the said Cody Chitty Comrapah and Signed with the Respondt's name and more saith not to this Interrogatory

5. To the fifth Interrogatory this Deponent saith that some time in the Month of February in the Year of Our Lord One Thousand seven hundred and seventy seven that the aforementioned Cody Chitty Comrapah as Agent or Gomastah to Shake Abdool Rasack did come to Comrapah Chitty and desired him to lend him Six Hundred Pagodas on a Respondents Bond upon which the said Comrapah Chitty at first said he had no money but after some time the said Cody Chitty Comrapah persuaded him to advance said sum of Five Hundred Pagodas which he did advance at three Different times in this Deponents presence and this Deponent saith that Cody Chitty Comrapah did give a Receipt for the same as Gomastah to the said Shake Abool Rasack and the said receipt Marked A.N.1. and now shown to this Deponent is the receipt given by Cody Chitty Comrapah for the receipt of the money advanced by Chocapah Chitty on account of said Respondents Bond - and more saith not to this Interrog

6. To the Sixth Interrogatory this Deponent saith on producing the Paper writing Marked C.N.2. purporting a Letter under date the Second March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven from Shake Abool Rasack to [illegible] Respondent, that he doth not know whether the [illegible] of the Signature or Mark of Shake Abool Rasack to it but that he was present when a Nacodah of Cody Chitty Comrapah's brought and tendered a Letter to the said Chocapah Chitty which had arrived in a Vessell from Pegue and the said Comrapah Chitty after having read said Letter told Cody Chitty Comrapah that [illegible]

Business and desired him to act himself, but on the back
read said Letter or not the Deponent doth not recollect and
more doth not to the Interrogatory ——

To the 3d 4th & 5th Interrogatory the Deponent doth not believe Coddy
Chitty Comrapah inform Chrapah Chitty that he and Shaik Ibrahim
want to discover Merchant & Demand payment from Coddy C.
Insurance made on Account of Shaik Ibrahim Lebby for the
Vessell that was Cast away & lost and that Shaik Ibrahim
said he would not give about it & pay Interest upon it Shaik Ibrahim
Cann went after Days afterwards and returned & told the
said Coddy Chitty Chrapah Demanded the Money of Shaik
Cann upon which Shaik Cann said he did not Shaik Ibrahim
Rock five hundred Pagodas or Responden to Chrapah and
that he would not pay the same out of the Money he Demanded
and pay him the remainder upon which Chrapah Chitty said
him & Complain & endeavour to get redress and that he would
interest himself and be security and on Account of Coddy Chra-
pah and the Deponent with Cann interrupted Chrapah
Chitty discourse & would not suffer him to proceed & he
knows Shaik Ibrahim Lebby & has known him for the space of
two hundred & twenty years & knows him to be worth
and twenty Pagodas & more this is the Interrogatory

To the 6th & 7th Interrogatory the Deponent doth not
know Coddy Chitty Comrapah inform Chrapah Chitty that he
demanded of Shaik Ibrahim Cann the Money & Deponent
present understood an Account of the Complainant for
Sum of Insurance and that Shaik Ibrahim Cann said he did not
owe Shaik Ibrahim Lebby

At Bengal which he would Doubt but the Deponent can
know what reply the said Coddy Chitty Comrapah Made to said
Answer & more saith not to this or the last Interrogatory

Rich. Dighton

Exam.

96

Mayors Court at
Madraspatnam

Between Shaik Ibrahim
Merchant of Madras Merchant by
his Attorney John Lavoy of the
same place Inhabitant Original
Complainant and Cross Defendant
and Chrapah Chitty of the same place
Merchant Original Defendant
and Cross Complainant

On the Part of the Original De-
fendant and Cross Complainant

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

Coddy Chitty of Madras Merchant and Broker Aged 36 Years
or thereabouts being produced as Witness in this Cause on the Part of
the Original Defendant and Cross Complainant was on the 26th Day
of May 1784 Sworn & Examined at the Office of Mr. Stephen Popham who
is Attorney for the Original Complainant and Cross Defendant by
Examining my Servant who also left him a Note of the Name Title
and Place of Abode of the said Deponent & after was on the same
Day

Day being sworn and Examined Deponeth as followeth

1st To the first Interrogatory this Deponent saith, that he knoweth the Original Complainant and Cross Defendant Shaik Abdul Rowack in this Cause, and that he knoweth him by sight or otherwise but that he doth not know the Original Defendant and Cross Complainant Chocapah Chitty in this Cause, but he hath or knoweth him twenty four years or thereabouts

2d To the second Interrogatory this Deponent saith, that he is acquainted with Coja Chitty Chocapah late of Madras Merchant and Broker and that the said Coja Chitty Chocapah is Father to this Deponent and that he was employed by the Original Defendant and Cross Complainant Chocapah Chitty and he knew of no Relationship the said Chocapah Chitty stood in

3d To the third Interrogatory this Deponent saith, that he doth know that Coja Chitty Chocapah was employed by the Original Complainant and Cross Defendant Shaik Abdul Rowack as his and their Agent or Contract Chocapah Chitty with the said Shaik Abdul Rowack and Company to Negapatnam for Rice and that after the said Shaik Abdul Rowack had written a Letter to Chocapah Chitty he said to this Deponent & Father Coja Chitty Chocapah Come with me to the Shaik Abdul Rowack

4th To the fourth Interrogatory

97

the Exhibite marked A. N.1. purporting to be a Receipt from the aforementioned Coja Chitty Chocapah, for Agent or Gomastah to the said Shaik Abdul Rowack did offer to the said Chocapah Chitty a Bond or Obligation for the Sum of two hundred Pagodas to Pursuit Correspondence on the Respective Coasts the Madura Race from Coringa to Cayne and Madras and the said Coja Chitty Chocapah made use of several Arguments to induce the said Chocapah Chitty to receive and accept of the said Bond or Obligation and the said Chocapah Chitty did at last agree to advance two hundred Pagodas and did accordingly pay said Sum of two hundred Pagodas on Account of said Bond or Obligation and this Deponent saith that a Receipt was given by the said Coja Chitty Chocapah for the said Sum of two hundred Pagodas and this Deponent saith the Receipt Marked A. N.1. now produced to him is the

5th To the fifth Interrogatory this Deponent saith, that he was present some time in the Month of February in the Year of Our Lord One Thousand Seven hundred and Seventy six when the aforementioned Coja Chitty Chocapah as Agent or Gomastah to the said Shaik Abdul Rowack did offer to the said Chocapah Chitty a Bond or Obligation for the Sum of two hundred Pagodas to Pursuit Correspondence on the Respective Coasts the Madura Race from Coringa to Cayne and Madras and the said Coja Chitty Chocapah made use of several Arguments to induce the said Chocapah Chitty to receive and accept of the said Bond or Obligation and the said Chocapah Chitty did at last agree to advance two hundred Pagodas and did accordingly pay said Sum of two hundred Pagodas on Account of said Bond or Obligation and this Deponent saith that a Receipt was given by the said Coja Chitty Chocapah for the said Sum of two hundred Pagodas and this Deponent saith the Receipt Marked A. N.1. now produced to him is the

the said Receipt given by the said Coly Chitty Chetty Cheacopah for the said Sum and this Deponent saith he was present at the time said Receipt was given — and more saith not to the Interrogatory —

6th Interr. To the Sixth Interrogatory this Deponent saith / producing and shewing to him at this the time of his Examination a Writing purporting to be a Letter as from Mohammed Moosa to Coly Chitty Cheacopah under date the Eighth day of September in the Year of Our Lord One Thousand Seven Hundred and Twenty five and marked with the Letter B. N.2. / that he believes said Letter marked B. N.2. is the real and proper Letter Cursive of the Name Shaik Abdool Rowack who used to write to the said Coly Chitty Cheacopah in the absence of the said Shaik Abdool Rowack and that it was Customary for said Mohammed Cassim to write to the Coly Chitty Cheacopah in the absence of said Shaik Abdool Rowack from the Northward — and more saith not to this Interrogatory —

7th Interr. To the Ninth Interrogatory this Deponent saith / producing the writing marked with the Letter C. N.3. and purporting a Letter under date the Second Month in the Year of Our Lord One Thousand Seven Hundred and Twenty five from Shaik Abdool Rowack to the Original Defendant / that the said Letter marked C. N.3. is wrote by the said Shaik Abdool Rowack and this Deponent saith he became acquainted therewith by seeing the said Shaik Abdool Rowack frequently write — and more saith not to this Interrogatory —

8th Interr. To the Eighth Interrogatory this Deponent saith on producing and shewing to him at this the time of this Examination the Paper Writing marked A. N.1. and purporting to be a Letter under date the Twentieth day of September in the Year of Our Lord One Thousand Seven Hundred and Twenty five from Shaik Abdool Rowack to the Original Defendant / that the said Letter marked A. N.1. is wrote entirely by the said Shaik Abdool Rowack and this Deponent saith that he hath frequently seen the said Shaik Abdool Rowack write — and more saith not to this Interrogatory —

9th Interr. To the Tenth Interrogatory this Deponent saith on producing and shewing to him at this the time of this Examination the Exhibit Marked D. N.4. is under the real Signature of said Shaik Abdool Rowack and this Deponent saith he became acquainted therewith by seeing the said Shaik Abdool Rowack frequently Write — and more saith not to this Interrogatory —

10th Interr. To the Eleventh Interrogatory this Deponent saith on producing and shewing to him at this the time of this Examination the Paper Writing marked A. N.5. and purporting to be a Letter under date the Twentieth day of September in the Year of Our Lord One Thousand Seven Hundred and Twenty five from Shaik Abdool Rowack to the Original Defendant / that the said Letter marked A. N.5. is wrote entirely by the said Shaik Abdool Rowack and this Deponent saith that he hath frequently seen the said Shaik Abdool Rowack write — and more saith not to this Interrogatory —

12th To the twelfth Interrogatory this Deponent saith for producing and Shewing to have at this the time of his Examination the Exhibit marked B. N. 2 purporting to be a Letter under date the twenty third November the Year of Our Lord One Thousand Seven hundred and Seventy four Shaik Abool Rozack to Coja Chitty Comrapah / that said Letter is of the hand Writing of said Shaik Abool Rozack and this Deponent knows or is otherwise well assured thereof by having frequently read Letters of Shaik Abool Rozack written — and more saith not to this Interrogatory —

13th To the thirteenth Interrogatory this Deponent saith for producing and Shewing to have at the time of his Examination the Exhibit marked C. N. 3 and purporting to be a Letter from Shaik Abool Rozack to Coja Chitty Comrapah under date the fourth day of March in the Year of Our Lord One Thousand Seven hundred and Seventy four that the name of the hand writing of the said Shaik Abool Rozack at the end of said Letter is the proper hand writing of the said Shaik Abool Rozack — and more saith not to this Interrogatory —

14th To the fourteenth Interrogatory this Deponent saith for producing and Shewing to have at this the time of his Examination the Exhibit marked D. N. 4 purporting to be a Letter under date the Eighteenth November in the Year of Our Lord One Thousand Seven hundred and Seventy five from Shaik Abool Rozack to Coja Chitty Comrapah / that said Exhibit marked D. N. 4 he believes is of the hand writing of said Shaik Abool Rozack as it is endorsed by this Deponent to Letter as Received by him from the said Shaik Abool Rozack — and more saith not to this Interrogatory —

15th To the fifteenth Interrogatory this Deponent saith for producing and shewing to him at this the time of his Examination the Paper Writing marked with the Letter E. N. 5. and purporting to be a Letter under date the thirteenth of January in the Year of Our Lord One Thousand Seven hundred and Seventy six from Shaik Abool Rozack to Coja Chitty Comrapah / that said Exhibit marked E. N. 5 he verily believes is of the Hand writing of the said Shaik Abool Rozack — and more saith not to the last Interrogatory —

Rach. Dighton
Exam.

Mayors Court at Madraspatnam

Between Shaik Abool Rozack of Madras Merchant by his Attorney John Sweny of the same place Inhabitant Original Complainant and Cross Deft.

and —

D Chocapah Chitty of the
place Merchant Original Def
Dant and Cross Complainant

On the Part of the Original Def
Dant and Cross Complainant

Depositions of Witnesses taken on the

2nd before the Examiner in the Court of Madras
Comrah Pillah of Madras Coringlee Aged 30 years a Witness
being produced as a Witness in the Cause on the part of the Original
Defendant and Cross Complainant was on the 16th Day of May 1781
sworn at the Office of Mr Stephen Popham one of the Attorneys of this
said Complainant and Cross Defendant by Summons of the
the 15th Instant Notice of which was taken by the Deponent
present and afterwards on the same Day being duly sworn Deposeth
Deposeth as followeth

1st. To the first Interrogatory this Deponent saith that he doth
know the Original Complainant and Cross Defendant
Sheik Abdul Rauk in this Cause and that he hath resided
here Eight Years or thereabouts and that he hath known the
Original Defendant and Cross Complainant Chocapah Chitty
in this Cause and that he hath known him Eight Years
or thereabouts and more saith not to the Interrogatory

2d. To the second Interrogatory this Deponent saith that he
knows and was acquainted with Coty Chitty Comrapah late
of Madras Merchant and that he departed this life

a Wimabout — and this Deponent saith he was not Brother
to the Cross Complainant Chocapah Chitty and he has any
nearer affinity to the said Chocapah Chitty than that of being
of the same Cast and more saith not to this Interrogatory —
To the third Interrogatory this Deponent saith that it was
well known to every one that had dealings with Sheik
Abdul Rauk that Coty Chitty Comrapah was Constituted
Attorney to the said Sheik Abdul Rauk and that he transacted
his Business for him — and more saith not to this Interrogatory —
To the Fourth Interrogatory this Deponent saith, on producing
and Shewing to him at this the time of his Examination this
Exhibit Marked A N 1. purporting to be a Receipt from the
aforementioned Coty Chitty Comrapah as Agent for the Original
Complainant to Chocapah Chitty the Original Defendant and
Cross Complainant [illegible] drew out the said Receipt and was
present at the time the said Receipt was signed and that
the Signature Coty Chitty Comrapah thereto subscribed
is of the Proper hand writing and Signature of the said Coty Chit
-ty Comrapah — and more saith not to this or the last Interrogatory

Richd Deighton
Examt.

Sworn.

Interrogatories to be Admi
-nistered to Coty Chitty Comrapah
of Madras Inhabitant and Mer-
-chant, Witness on certain Origi-
-nal Cause and Cross Cause depending

Complainant himself and the parties Drawing and dealing with you for his Account, Declare and set forth the same to the best of your knowledge Remembrance and belief

Interrog. 3d. Did you or Did you not at any time in the Month of September in the year One Thousand Seven Hundred and Seventy five, attend and wait upon the Original Defendant and Cross Complainant Cheepah Chetty with any and what Letter or other Writing, or and from the Original Complainant and Cross Defendant Thomas Nevison to the said Cheepah Chetty, if you, at what particular time did you so attend upon him, and what was the purport of such Letter and Writing as you do know or have heard and been informed, that the said Cheepah Chetty did or did not Comply with the Contents of such Address, and if not, what reason did he the said Cheepah Chetty assign for such his Non Compliance, and before whom, and in whose presence the same was made, particularly set forth and Declare to the best of your remembrance knowledge and belief

4th. Did you or Did you not Receive from the Complainant Orders and Instructions to insure or get insured certain Sum of Money on Account of the Complainant, if you, when did you receive such Orders and Instructions and what was the date of the same, and from where and to what Amount did you insure, and with what Sort of People, and how many and whether the said Defendant did or did not interfere or make any and what promise, to all or any of

the Underwritten concerning the Premium, and the Risk
did or did not make any and what promise to You be-
fore or concerning the said Insurance or how other-
wise Declare and whether you did or did not as the Act and
Deed of yourself, cause the said Insurance to be effected
without any interposition of the Defendant, particu-
larly set forth and Declare to the best of your knowledge
remembrance and belief—

5th Did you or Did you not some time in the month
of February One Thousand Seven Hundred and Ninety
six apply to the said Chunpah Chitty and did
you then procure certain Bond or Obligation, purport-
ing to be Respondentia Bond from the said Defend-
ant to the said Chunpah Chitty for the sum of
Pagodas, to wit Madrass Rupees, did you
did you procure the payment of the said Chunpah Sum and Pay-
ment of the said Bond to be kept the same undis-
charged for many days that was stated the
Said Chunpah Chitty? If you Did or Did not the
Chunpah Chitty refuse to comply with your
and whether did he and Did not you to procure
some Bond or Obligation to be
Declare, Did you Did

to procure with him to Advance and lend you some Money on this
Account of Respondentia; and did you or did you not Acquaint
and inform him, for what particular purpose you wanted the
Money, and Whether the same was or was not for Account of the
Complainant, and for the purpose of procuring the Sum of Two
Thousand Pagodas from Cringa to Calcutta, and Did you or
Did you not inform the Defendant Chunpah Chitty of the Com-
plainant's omitting to make you a remittance for the purposes
of securing this property and did you or did You not Solicite
the Defendant to advance and lend the Ballance of the afore-
mentioned Sum of Two Hundred Pagodas? If you did or did
not the Defendant Consent to advance the said Ballance to
you for Account of the Complainant, Did or Did not the
Defendant pay or cause to be paid unto you, any and what
Sum of Money upon this Account, and whether the said Sum
was not the Residue of the Adjusted Account arising upon some
former Account, as herein before is mentioned, and Do you
know or Do You not know, whether at any time or times du-
ring the Negociation of yours for Account of the said Complai-
nant Did the Defendant to the best of your knowledge in for-
mation or belief ever receive any Letter or Address from the
Complainant? And whether the said Respondentia Bond not
in question did or did not come inclosed in an Address to you
or how otherwise particularly Declare and Set forth and the
whole that you know touching or Concerning the Antecy—

6th Did you or Did you not hear, and were you not made
acquainted with the Life of the said Vyloll the Cadamara Boat,

Vessell belonging to the Complainant from Rangoon in the Kingdome of Pegue arriving some time in the beginning of April in the Year One Thousand seven Hundred and Seven down at the Port of Madras, if you, what was the Name of such Vessell and whether she brought any Letters or Advices from the Complainant to the Defendant, if you, Did you Did you not in Company with the Nacodah of the said Vessell or whomelse by Name, Attend and wait upon the said Defendant, with such Letter and Advices, if you, at what time and how soon after you received them you did so attend and wait on the Defendant? Declare Do you know or Do you not know whether the Defendant did or did not inform you of the Contents of the said Letter and Advices, if you, Was or was not the same as a Consignment of both said Vessell and Cargoe as from the Complainant to the Defendant, and whether any and what directions was or were given as to the payment of certain Sums of Money out of the produce of the Sales of the said Cargoe, if you, set forth, Do you know or Do you not know Whether the said Defendant did or did not at this time or at any time after, accept of or refuse the said Consignment and whether he the Defendant did or did not at any time take the Management of and interfere in the business of the said Vessell and her Cargoe, if you, whether did the Defendant or did he not make any and what Declaration of his intentions, not to meddle with either Vessell or her Cargoe, if you, Do You know or Do you

Last ... 9th ... Do You know of any other Matter or Thing or have you heard or can You Set forth any thing touching the matter in Question in this Cause that may tend to the benefit or Advantage of the Defendant, if you, Declare and Set forth the same and each and every particular Relative thereto as You know have been informed or do believe with the reasons of such your said knowledge Information and belief as fully as if you had been thereunto particularly Interrogated.

Chas Bromley

Mayor's Court at Madraspatnam

Between Mr Abdul Rozack of Madras Merchant by his Attorney John Swinney also of Madras Inhabitant Complainant And Annapah Chetty also of Madras Merchant Defendt

On the Part of the Original Defendant and Cross Complt

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

Cody

Cody Chitty Chocapah of Madras Inhabitant Dubash
Aged 62 years a Witness duly Produced & Sworn
on the Part of the Original Defendant and Cross Complainant
on the 21st Day of October 1774 before the Office of the Deputy
Captain who is Attorney for the Original Complainant and Cross
Defendant by Candapah my Servant who also left him with
the Name Title and Place of Abode of the said Deponent and
made on the same Day being sworn and Examined Deponent
as follows Viz.

1st ... To the first Interrogatory this Deponent saith
saith knows the Complainant Mudr Dubash
this Cause and that he saith also knows the Defendant
pah Chitty in this Cause and that he hath known them
thirty Years in the Coast ... and more saith not to
the Interrogatory

2d ... To the second Interrogatory this Deponent saith
knows the Original Complainant Mudr Dubash
plainant and that he has resided at Madras
General for the Complainant about seven
last and to that Capacity was the Man
employed and that this Deponent was
Dubash taken by all the Inhabitants employed
Term of Years past in the Broker Office
matter of

said Complainant were admitted and allowed of both by
the said Complainant himself and the Parties Dealing
and trading with this Deponent for his account ... and
more saith not to this Interrogatory ...

3d ... To the third Interrogatory this Deponent saith that
he did some time in the Month of September in the
year One Thousand Seven hundred and Seventy five
attend and wait upon the Original Defendant and
Cross Complainant Chocapah Chitty with a Letter as
and from the Original Complainant and Cross De-
fendant then at Nursepore to the said Chocapah
Chitty, and the purport of such Letter was to request
the said Defendant to lend some Money upon Respon-
dentia to him the said Original Complainant and
Cross Defendant, and that the said Chocapah Chitty
did not comply with the Contents of such Letter &
the reason that the said Chocapah Chitty did assign
for such his non Compliance was that the said Origi-
nal Complainant and Cross Defendant was a
troublesome Person to have any Dealings with and
that he should find it a difficult matter to get his
Money back again, and that no except this De-
ponent was present when the said Original De-
fendant and Cross Complainant made this De-
claration ... and more saith not to the Interrogatory

4th ... To the fourth Interrogatory this Deponent saith that

Pagodas to run an account Upsall called the Madinah
Bour, and that this Deponent did require Payment of
the said Principal sum and that this Deponent did
offer to accept the same under certain Dedications from
Money that was declared due to the said Chocapah Chitty and
that the said Chocapah Chitty did refuse to comply with
this Deponents Demand and that the Defendant did not
agree to accept of and receive the said Bond or Obligation, and
that this Deponent did request his Applications to the said
Chocapah Chitty and endeavour to prevent with him to ad-
vance and lent this Deponent some Money on this account
of Respondentia, and that this Deponent did acquaint and in-
form him for what particular purposes this Deponent was
to take this Money and that the same was for account of the
Complainant and for the purposes of Insuring the sum of
Two Thousand Pagodas from Coringa to Calcutta, and that
this Deponent did inform the Defendant Chocapah Chitty
of the Complainants omitting to make this Deponent a
remittance for the purposes of Insuring this Property and
that this Deponent did Solicit the Defendant to advance
and lent the Balance of the aforementioned sum of Two
hundred Pagodas and that the Defendant did Consent to
advance the said Balance to this Deponent for account
of the Complainant and that the Defendant did pay this
Deponent One hundred and Sixty Pagodas upon this
account and that said sum was the whole debt of the
Adjoining

Narrapore and requested that he would send one of his People
to go with this Deponent and demand from the said Under-
writers the amount of the said Policy and that this Deponent
did in consequence receive directions from the said Mahomed
Mourad to collect and receive the Money, and that he would
send one of his People in ten days and that this Deponent
did accompanied by the said Abrahim Coon in consequence
thereof make another Demand on the Underwriters for pay-
ment of their respective Subscriptions who promised to
pay him in ten days, this Deponent soon after fell sick
and that the said Abrahim Coon did settle and adjust these
Accounts, and that an Abatement of One hundred and sixty
Pagodas was made in Consequence of such adjustment, &
that the said Abrahim Coon did Adjust and Settle these Ac-
counts with the respective Persons without the privity or
knowledge of the said Defendant Chocapah Chitty, and that
the respective Shares were received as the property of the said
Complainant — and more saith not to this Interrog.

To the Seventh Interrogatory this Deponent saith, that he
doth know of a certain Vessel belonging to the Complainant
from Rangoon in the Kingdom of Pegue arriving some
time in the begining of April in the Year One thousand seven
hundred and seventy seven at the Port of Madras, this De-
ponent is not certain but thinks it was the Madras Box

and

at an Anchor in the Road of Madras — and more saith not to this Interrogatory —

6th ..... To the Eight Interrogatory this Deponent saith, that he saith know one Matchla Verdapah of Madras Inhabitant and that he has so known him Ten Years or thereabouts — that the said Matchla Verdapah was formerly a Dubash by has since acted as Brother and goes about borrowing Money from different Persons, and that this Deponent has heard that the said Matchla Verdapah did bring a Paper Writing to the said Defendant respecting the Affairs of the Complainant and which the said Defendant refused to peruse — and more saith not to this or the last Interrogatory —

J Welch
Exam.r

Witnesses
Nagoba Chitty
&
Condapah Chitty

Additional Interrogatories to be Administered to such Witnesses as shall be produced & sworn & Examined in a Certain Cause depending and at Issue in the Court of the Mayors Court at Madraspatnam wherein Shaik Abdul Rozack of Madras Merchant by his Attorney John Sweney of the same place Inhabitant is Anjinab Compl.t and —

Negabo Chitty } 4th
Chocapah Chitty }

4. Do you know or Do you not know, of any Agreement made and Entered into by Shake Abdool Rasack to and with one Matchullah Vardapah for the procuring of Witnesses to support the said Shake Abdool Rasack in his intended prosecution to be by him brought against the Defendant Chocapah Chitty, if yea Set forth the same and how you became Acquainted therewith and the particular date of such Agreement to the best of your knowledge Remembrance and belief.

Last } 5th
to all the Witnesses }

5. Do you know of any other Matter or thing or have You heard or can you Set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or advantage of the Original Defendant and Cross Complainant If yea Relate the same as you know have been informed or do believe together with the Reasons of such Your belief as fully as if you had been thereunto particularly Interrogated.

Chas. Bromley
Att'y Orig'l Deft's & Cross Compl't.

Mayor's Court at
Madraspatnam

Between Shake Abool Rasack of Madras Merchant by his Attorney John Fairney of the same place Inhabitant is Original Complainant and Cross Defendant.

Defendant and Principal Witness
of the same place Merchant
Original Defendant in this
Compliment

On the Part of the Original
Defendant and Cross Compliment

Depositions of Witnesses taken in the Cause

and before the Examiner in the Court as follows

Nagoolo Chitty of Madras Merchant Aged 32 Years or there-
being produced as a Witness in the Cause, on the Part of the Original
Defendant and Cross Complainant was on the 4th Day of June 1781
sworn & the Office of Mr. Stephen Popham one of the Attorneys for
Original Complainant and Cross Defendant by Running Jeffery
Servant who also left him out of the Name Settle and Place of
of the said Deponent and afterwards on the same Day being Sworn
Examined Deposeth as follows Viz.

1st To the first Interrogatory this Deponent Saith, that he doth
know the Original Complainant and Cross Defendant Shake
Abool Rosack in this Cause and that he hath known him Eight
Years or thereabouts, and that he also knows the Original Defen-
dant and Cross Complainant Chocapah Chitty in this Cause
and that he hath known him twelve Years or thereabouts
and more Saith not to the Interrogatory

2d To the Second Interrogatory this Deponent Saith that he is
acquainted with Coy Chitty Chocapah late of Madras Mer-
chant and Broker Seven Years or thereabouts and that he was not the Brother of the Cross Complainant Chocapah Chitty or did he bear any nearer affinity to the said Chocapah Chitty than that of being of the same Cast and more Saith not to this Interrogatory

3d To the third Interrogatory this Deponent Saith that to his knowledge and that it was also known to the Neighbours of Coy Chitty Chocapah that he was the Agent or Gomastah to the said Shake Abool Rosack in this Interrogatories named & that he used to purchase Goods for the said Shake Abool Rosack and receive Goods from the Northward from the said Shake Abool Rosack and that he used to receive Money for the said Shake Abool Rosack and transact all Shake Abool Rosacks Business and more Saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent Saith that he was informed by one Rangaka Chay who had signed as Witness to an Agreement entered into between Shake Abool Rosack and Machelah Vendapah and this Deponent Saith that the said Rangaka Chay informed him that the Nature of said Agree-ment was that the said Machelah Vendapah was to procure Witnesses to support this Cause, and to transact the Business in this Cause, for Shake Abool Rosack for which he the said Machelah Vendapah was to receive Fifty Pagodas when this Cause should be settled and three Pagodas p.r Month during

the time the Business was carrying on the Mayors
— and More saith not to this or the last Interrogatory

Rich^d Dighton

Mayors Court at

Madraspatam

Between Shake

Rosack of Madras Mer

by his Attorney John Sa

the same plus Sub

ginal Complainant

Defendant and Ch

ginal Defendant and

Compliment

On the Part of the Original

Dant and Cross Complain

Depositions of Witnesses taken in the

and before the Comm^rs in the Court of Admir

Condapah Chetty of Madras Merchant Aged 34 Years

edute being produced as Witness in the Cause, on the part of the

ginal Defendant and Cross Complainant was on the 9^th Day of Feb

Signified at the Office of Mr Stephen Popham one of

Original Complainant and Cross Defendant by Summons

111

Servant who also left him a Note of the Name Sett and Place of the
the said Deponent and afterwards on the same Day being Sworn and
mined Deposeth as followeth —

To the first Interrogatory this Deponent saith, that he doth
know the Original Complainant and Cross Defendant Shaik
Abool Rosack in this Cause, and that he hath so known him
Seven Years or thereabouts — and that he doth know the Origi-
nal Defendant and Cross Complainant Chocapah Chitty
in this Cause, and that he hath so known him twenty
years or thereabouts — and more saith not to this Interrog —

To the Second Interrogatory this Deponent saith, that he
doth know and was acquainted with Cody Chitty Comrapah
late of Madras Merchant and Broker and he was so acquain-
-ted with him twenty Years and this Deponent saith that
he Cody Chitty Comrapah was not Brother to the said Chocapah
Chitty or did he bear any Affinity or Relationship to the
said Chocapah Chitty more than that of being of the
same Cast — and more saith not to this Interrogatory —

3. To the Third Interrogatory this Deponent saith that he
doth know, and it was also known to the Neighbours of
Cody Chitty Comrapah that he the said Cody Chitty Comrapah
did Act as Agent or Gomastah for the said Shake Abool
Rosack in the Settle of these Interrogatories named and that
he the said Cody Chitty Comrapah has frequently bought Goods
at

to this Deponent Shop for and on account of said Shaik abdalla
and this Deponent saith that to his knowledge several Mer-
chants have bought Goods of the said Coja Chitty Cheespah
Agent or Gomastah for the said Shaik abdool Rauck &
more Saith not to this Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith, that he
one Day at the House of Cheespah Chitty on his own Business
when one Ramanjalo a Banyan came and informed the
Cheespah Chitty that he had set his Hand as a Witness to
Agreement entered into by and between Shaik abdool
mentioned in these Proceedings and one Mashalla
and the said Ramanjalo said the Conditions of said Agreement
were that Mashalla Cheespah was to procure Writings to
support the said Shaik abdool Rauck's cause or in the
prosecution against Cheespah Chitty for which the said
Shaik Abdool Cheespah was to receive Fifty Pagodas in the
the said Shaik Abdool Rauck gained the said Cause
more Saith not to this or the last Interrogatory

Rich.d Dighton
Exam.r

2 & 3

112

Mayors Coustal
Madraspatnam

Thursday the 6th day of Sept.r
Anno Domini 1781.

Present
Benj.n Roebuck Esq.r Mayor
Thomas Cooper and Robt Dun Munro
Aldermen

Between Shaik abdool
Rauc of Madras Merchant
by his Attorney John Lairey
also of Madras Merchant
Complainant and Cheespah
Chitty also of Madras Mer-
chant Defendant

This Cause coming on to be Heard and Debated
this Day in the Presence of the Attorneys on both Sides on Read-
ing the Original Complainants Bill with Copy of an Ac-
count Current and an Assignment annexed. The Original
Defendants Answer with Five Exhibits Marked A N.1.
B. N.2 C. N.3 D. N.4 E. N.5. annexed, The Original Cross
Bill with an Account Current annexed The Amended Re-
plication, The Cross Answer with an Account Current an-
nexed, The Rejoinder with Five Exhibits annexed, The
Cross

Cross Application, The Cross Amended Bill, the Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant, The Interrogatories and Depositions on the part of the Original Defendant and Cross Complainant with Some Exhibits entered in the Pleadings made use of by the Attorneys and entered into this Court this Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Original Cross Bill be and is hereby dismissed with Cost and it is further Ordered and Decreed that the Cross Defendant do pay unto the Cross Complainant the Sum of Three Hundred and Twenty Pagodas Seventy Seven Fanams and Forty Eight Cash being 329. 27. 48/ together with such Interest as on Principal Sum and Interest due thereon until full Payment and also all Costs of this Suit.

Coram

Court of Appeals
Madraspatnam } ss

This Court

Thursday the 13th Day of
June Domini 1782

Between Nabob Hyder
by his Attorney John Stevens
Original Complainant and Cross
Defendant and Appellant

and Cutty Original Cross
and Cross Defendant Respon

this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Governor Court together with the Decree of the said Court given in the Cause on Thursday the 6th day of September Anno Domini 1781 and upon due Consideration had of the Matters therein severally Contained and of the pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Decree of the Hon'ble the Mayor's Court Dated the 6th day of September anno Domini 1781 be and stand affirmed and that the Applications Petition be hence dismissed with Cost.

Coram Chas Freeman
Chief Justice

Filed the 24th April 1775

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ettrell Barnett of Madras Inhabitant that Abel Williamson late of Madras aforesaid Inhabitant stands Indebted unto your Orator in the full and just Sum of One Hundred and Fifty Pags and Five Fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Sixteen Pounds nine Shilling and Sixpence as will more fully and at large appear by an Account of Particulars hereunto Annexed for the Inspection of this Honble Court to which your Orator most humbly Refers and Prays that the same may be Deemed as part of this his Bill of Complaint And Whereas Your Orator hath frequently

frequently and in a friendly Manner Vpon Demand the Payment of
said Sum of One Hundred and Fifty Pagodas and Interest
But now so it is and may it please the Hon
Court that the said Robert Williamson Obstinately and wilfully refu
pay the same or to give Your Orator any Manner of Satisfaction
the Premises Your Orator prays against the said Defendant the
Court shall appear personable to Equity and good Conscience
End therefore that the said Robert Williamson may appear
Corporal Oath fully true direct and perfect Answer make to
Singular the Matters and things herein before set forth and
as fully truely and Effectually to all intents and purposes
the same were here again repeated and particularly Interr
and that he may be Decreed to pay unto Your Orator the
sum of One Hundred and Fifty Pagodas and Interest
Month Interest or Costs of Suit

May it Please the Worshipful Court to Grant
Robert Williamson the Subpoena to Appear & Answer
Fort Saint George Bill of Complaint & Decree
Month from the Date hereof Interest & Costs
Contained & Worshipful Court pronounced and
Dan Shaw Solr for the Complt

Dan Shaw
Atty for the Complt

Mr Robert Williamson — Dr

To the Amount of Sundry Goods Bought at Publick Outcry	}	
5 Pye Dishes		20
1 Dictionary	2	27
9 Books		15
1 Round Tea Table	1	22
1 Spit 2 Rack 1 Grid Iron		
1 Sauce Pan		
1 Ditt. Ditto		
Sundry Pistons Frames		
4 Ditto Ditto		
3 Tumblers		
Sundry Locks, Rattan Canes &c.		
1 Crane		
1 Brass Rein for Light Horse		
1 Iron Hook		
1 Cask of Beef Containing 8 Pieces @ 3 Fanams per Piece		
1 Saddle		
4 Empty Chests	2	
1 Ditto Case	4	18
1 Box Containing Tea Pots &c.	1	10
1 Case Containing 40 Gallons Vinegar @ 6/8 per Gall.		20
2 Large Bottled Tables	6	29
	120	
Amount Pagodas	160	6

Madras 28th February 1775
Errors Excepted.
Cottrell Barwell

Filed the 12th June 1775.
Sworn to in Court 12 June 1775

The Answer of Robert Williamson of
the Island Antigua Defendant to the
Complaint of Robert Barrett Esqr Com-
plainant.

This Defendant now and at all Times hereafter re-
serving to himself all and all manner of Benefit
advantage of Exception to the many Incertainties Imper-
fections Insufficiencies Uncertainties and Imperfections in the
Complainants Bill of Complaint Contained for answer
unto or thereto or unto such Parts thereof as this Defendant is Desired to
answer unto material for him to make Answer unto
He this Defendant answereth and saith That he
Lately Since being indebted to the Complainant in the Sum
of One Hundred and fifty pagodas for Rent of a House
for a Year and Some Time after Lately Since
partly set forth in the Complainants Bill of Complaint
and on account thereof he this Defendant Sold and Delivered
unto Goods Bought of the said Complainant at publick
Sale and Vendue on the twenty Eighth day of February
last past
This Defendant further answering saith That
after the Defendant being indebted unto the said Complainant
the said Complainant indebted unto this Defendant
the Sum of Sixty Seven pagodas & Some Cents Money
Madras as well more fully and at large appear by the
Account

-115-

Court and which this Defendant prays may be admitted as a
part of this his Answer and this Defendant further answering
Says leave to inform this Honble Court that he did not at any
Time purchase or buy at publick Auction of the said Complai-
nant or any of his Agents or Servants Two large Billiard
Tables as charged in the Compliants Account at One hundred
and twenty pagodas, the truth of which will appear by Suf-
ficient and Creditable Witnesses to this Honble Court in due
Time — And the Circumstances relative to the said Billi-
ard Tables are follows, That is to say, The said Complai-
nant being indebted in a Considerable sum of Money for
many Months Rent due for the House the Complainant
then lived in generally known by the Name of the Madras
Coffeehouse unto the late Mr James Sellers deceased
Executor to the late Mr Edward Rylance deceased and during
the said James Sellers's Executorship the he the said James
Sellers by vertue of a Letter of Attorney Employed this Defen-
dant to transact the many Business relative to the said
Mr Rylances Estate and to collect in Rents and Debts
due to the said Edward Rylance's Estate and the said James
Sellers himself and other Matters — in Consequence of
which said Letter of Attorney this Defendant did call
upon the Complainant several Times in the Month of
September Now last past for the last Months Rent
due to wit, for the Month of August preceding and made
a Regular Demand for the Amount thereof upon the
Complainant

Complainant who gave this Defendant at first
Evasive Answers But on or about the Twentieth
the said Month of September The Complainant p
vailed this Defendant that He would pay the whole
months Rent growing then due on the Beginning
Succeeding Month October in case this Defendant
then call upon him as the Complainant should
Stand not Ask by him sufficient to discharge
months Rent then due and all that time should
this Defendant ——— Relative Circumstances of
Complainants Answer this Defendant was
Complainant several times during the first
now last past and on the Eleventh day of
count the sum of Eighty Eight Pagodas for the
of the Name of the Mr Dias Effects as per
receiving only several Sums of Money Evasive
as near about the 15th day of the said Month
the Defendant on the 9th June Requested Peter
pay to the Complainant the Complainant D
must Ask in the Name and that he must
Ordered him to remind the Defendant
pay or discharge the said two months Rent

The Defendant further saith that
of Months last past the Complainant

of three Months Rent then due — and in the beginning of Decem
ber One hundred twenty six pagodas being the Amount of four
Months Rent then due and the beginning of January now Last
past a further Sum of two hundred and twenty pagodas being
the Amount of five Months Rent then due — and in the
beginning of the Month of February following an additional
Sum amounting in the Whole to two hundred and Sixty four
Pagodas being the Amount of six Months Rent then due,
To all which several Sums Demands this Defendant
received only frivolous and Evasive Answers this Defen
dant further saith that the Complainant did not insist upon
the said Promises but till after the Death of Mr Edward
Rylance Which happened in the Month of July now
last past and that the said Complainant did Undertake
promise and Engage Verbally with this Defendant to
pay the full and just Sum of Forty four Pagodas each and
Every Month Notwithstanding it appeared by papers and
Accounts found amongst the Books and Effects of the de
ceased Edward Rylance that the Complainant was intitled
to One half of the said premises upon the said Complai
nant had paid a Moiety of the first Cost and the Expences
attending rebuilding the same which Amounts to a very
Considerable Sum and which it appeared that the Com
plainant had not paid or Advanced And it also appea
red that the said Edward Rylance was in Quiet Receipt
of the whole Rents a Considerable Time before his Death by

Condition of the said Edward Rylance's admitting the Complai-
nant to succeed the said John Jackson on the Meadow Office
house was the Complainant's promise to pay the whole Monthly
Rent of Sixty four Pagodas — tho' the said Edward Rylance
declared to this Defendant that he was dubious of such said
promises of the Complainant being fulfilled as the Complai-
nant had lived in and kept the said Town or Office house
many Months before the time the said John Jackson first
entred on the said premises which was in the Year One Thou-
sand seven hundred and seventy two — and the said Edward
Rylance Cold not then or at any time since get the Complai
nant to pay him any Rent as the Complainant Constantly
pleaded want of Money and agreed that the said Edward
Rylance should keep in Constant Receipt of the whole fu-
ture Rents that might grow due until the said Edward
Rylance was Reimbursed the Monies advanced over and a-
bove the said Edward Rylance Moiety of the said Premises
on Account of the Complainant and the Rents then due
from the said Complainant as aforesaid —

This Defendant further saith that the said
James Sellers finding the great Difficulties attending the
Demanding and Non Receipt of the said Rents due and
growing Due from the Complainant and that the said
Complainant had advertised the Sale of all his Household
Goods and Stock in Trade at a Short Notice by Written adver-
tisement — The said James Sellers gave this Defendant

order to go to the Complainant and purchase for him
James Sellers the Two Billiard Tables and that upon
Whereupon this Defendant applied to the Complainant
following Dialogue or Discourse passed privately
between this Defendant & the Complainant or words
to that purport and Effect —

This Defendant said to the Complainant "I
want to speak with you" — upon which the Com-
plainant said this Defendant unto me into your
Office and no other person or persons Was or were
This Defendant then said — "to the Intent
my Cause of letting the Two Billiard Tables a-
-way from you being now finished I am pur-
-suing Will you not then privately tell me
Terms as Mr Sellers and I can purchase them
-selves —

"I can have from Mr Sellers Eight Hundred Dollars
"for the Two Billiard Tables I will expose of them
"for the same Money and pay you the Cash
"Down directly

This Defendant Replied — "I will
"Tables are for Mr Sellers Reason me Dear Sir
"whereupon the Complainant said Why
say so immediately then I will
making the best Bargain I can for Mr Sellers

and maintain that He neither bought the said Two Bil-
liard Tables in his own Name or in the Name of any other
person or persons, save and except Mr James Sellers
as aforesaid and that this Defendant only acted as
Agent or Broker agreeable to the Usage and Custom
of Merchants and Dealers in general, and for which
as well as other things of the like Nature The said James
Sellers allowed this Defendant Commission or Brok-
-age and this Defendant did as soon as he saw the said Mr
James Sellers acquaint him of the purchase of the said
Two Billiard Tables in this the said James Sellers's
Name and with the price agreed on for the same —

This Defendant further saith that the Complai-
-nant did not make any Demand upon this Defendant
for the amount of the said Two Billiard Tables before
the twentieth day of March last and upon sight of
such an Extraordinary Demand this Defendant ca-
-lled upon the Complainant to know his reasons for
such an Unaccustomary Demand, and received for
Answer from the Complainant Words to the Follo-
-wing purport — "I understand by my Servant that
"you and Sellers are for stopping the payment of the
"Billiard Tables in the House Rent but I will prevent
"that by making you pay me It is no matter to me
"in whose Name You bought them I will make you
"pay me —

To

To which this Defendant Replied "You must
your self mistaken" and other words indeavo
to Convince the said Complainant that this D
dant was not answerable for the payment of t
Billiard Table having bought them for
James Sellers as aforesaid, The said Comple
then said "Why dont you pay for the Goods
"bought in your own Name" meaning
Articles charged in the said Account annex
Complainants Bill of Complaint and
said Billiard Table, Amounting to the
thirty pagodas five fanams, To which
Dant answered:—
"You have not Delivered
particularly the Four Dozen Chests Bra
contained double four & half pagodas
"servant say he sent the Boy for
Box — two there is Mr Saunders Dubash
Servant he paid the rest of your Bottled Beer
Locks you made Down in the Madras Offi
"Mint the Godowns in which You have some
"wine Locks tops, tho' You may Lett to have
"up the Keys sometimes ago to Mr Sellers
"to the Ho

"Forty Gallons as charged and it does not appear to be above
"one Half filled — I offered your servant who brought
"your Bill to me a Receipt for the sum of thirty pagodas
"and five fanams and to give You Credit in Account for the
"same Sum" — Which this Defendant — begs leave to
informe this Honble Court that he so offered and told the
said Complainant as the said Complainant was indebted
unto this Defendant to a Much greater Amount than the a-
foresaid sum of thirty Pagodas and five fanams as will appear
at large by the Account Current hereunto annexed — but as this
Defendant was desirous to have had all Accounts settled amica-
bly with the Complainant this Defendant would then and at
that Time even have submitted to the Loss or short Delivery
of the Vinegar and Detention of the Four Empty Chests as
aforesaid rather than have any Disputes

This Deponent further
saith that it was late on saturday Night the twenty second
Day of April now last past before the Complainant deliver-
ed up at Mr James Sellers house and in the absence of
the said James Sellers to this Defendant the beforemention-
ed Keys of Two Godowns of the Madras Office house which
by agreement Ought to have been delivered up over before
the Tenth Day of March preceding and that several Days
after the Complainant had filed his Bill of Complaint this
Defendant Accidentally discovered that two Empty Chests out
of

of the four charged in the Complainants Account were by
a small Godown near the Cookroom of the Widows
house (in which some Lumber was kept) - Mr Lawson
Defendant and on enquiry how they came there the Def
was told by One of Mr Sellers servants that the before
Rangarah the Complainants Debock brought the Iron
there the same Evening he delivered up the Keys to
the twenty stones as aforesaid that Rangarah took
the Chests out of the large Godown and emptied the
Beer out of it and then the same Chests brought for
plainants house by order of the said Rangarah
twomentioned Empty Chests Remain in the D
Fennell to this Day Before Mr Fennell told
Account to the same with the Defendant the Def
present saith no more but Denies

The Defendant further saith that the first
Charged in the Accompt Current hereto annexed
monies allowed by the Dane of the Hon
the Complainant and charged in the first
the said Complainants Accompt Current
date November
Shillings four hundred and ninety
folio with the

Suit then depending Between David McPherson
Attorney to James Wallis Executor to One Captain
Nicholas Gray Deceased and the Complainant and
that the Complainant did not at any time pay the
sum charged and allowed by this Honorable Court
to wit Ten pagodas or any part of it to this Defendant

And this Defendant lastly saith that he humbly
hopes by what is herein before set forth it will plain
ly and Clearly appear to this Honorable Court that
this Defendant is not indebted unto the said Com
plainant is indebted unto this Defendant as afore
said And therefore that this Defendant is unjustly
prosecuted

All which Matters and things this De
fendant is ready to aver Maintain and prove
as this Honble Court shall direct and humbly pray
to be hence dismissed with his reasonable Costs and
Charges in this Behalf most wrongfully sustained

Rt Williamson

Jno Sykes

Attys for the Defendt

Madras Feb.y 23 1775

Mr Colnell Barrett

Dr

Bought of R. Williamson at Public Outcry

One Cavelsilver Tipt Knives & Forkes	13½ pag.s	13	18 –
One Desk without a Stand	3¼ pag.s	3	9 –
One Palankeen Shell	2¾ pag.s	2	27 –
One Black Tea Chest	4¾ pag.s	4	27 –
One Tea Chest D.o	2 pag.s	2	– –
One Remnant of Cloth	1¾ pag.s	1	27 –
Two Glass Windows	1 pag.s	1	– –
One Bandy Wanting One wheel	1⅝ pag.s	1	22 60
One Large Bandy for Straw	8¼ pag.s	8	9 –
Three Long Couches broken	3 pag.s	3	– –
One Long Buck p.d Rangarah	2 pag.s to Vinkis Name	3	– –
Two Buttocks R.d Bandy p.d Stamp	13 7/8 pag.s Bal.e D.o	13	22 60
	Pagodas	58	12 –

Sumeram Street Madras
February 25: 1775 } Supra Cr

1775 Feb.y 28th By your Acct of Sundries dated this Day — 38 12 60

Ballance due to me Joined to your Acct Curt — pag.s 19 19 60

Dan.l Error in your Acct viz
2 Gallons of Vinegar short Delivered & Charged at — 3 14 40

Pagodas 31 27 40

Madras
June 13: 1775 — Errors Ex.a

R.d Williamson

Filed the 12th June 1776.

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto this
Court your Orator Robert Williamson of Madras Inha
and Intrabitant that Ottrell Barrett also of Madras
and Inhabitant stands indebted to your Orator in the follow
Sum of Forty seven pagodas and Eighteen Fanams
ney of Madras making in sterling Money of Great
at and after the Rate of Eight Shillings for every Pag
of nineteen pounds orthereabouts as will more fully
appear by an Account of particulars marked A
Current marked B annexed to your Orators answer
Complaint preferred in this Honble Court against
on the twenty fourth Day of April now last past
ded Sum of one hundred and fifty pagodas Defend
said to be the Amount of sundry Goods bought
Factory and bearing date February the twenty Eight
which said Account A and B your Orator
humbly refers to and prays that the same may be
a part of this your Orators Bill of Complaint
whereas your Orator hath frequently and in a friendly
manner requested of the said Ottrell Barrett to settle
accounts with your Orator

But now so it is may it please this Honble
the said Ottrell Barrett may if

-122-

Orator any manner of Satisfaction touching the Premisses Your
Orator therefore pray a General Relief such as to this Honble Court
shall appear agreeable to Equity and Good Conscience

To the End therefore that the said Ottrell Barrett
may upon his Corporal Oath true and perfect Answer make to
all and singular the matters and things herein and thereby before
Alledged and set forth as fully fully and Effectually to all Intents
and purposes as if the same were here again Repeated and Se-
verally And that he be particularly interrogated whether the
Article Charged in this said Ottrell Barretts Account Current Can
nexed to his Answer in a Certain Suit wherein David M.Pherson
Attorney to James Wallis was Complainant bearing date Nov
vember 7th which was in the Year One Thousand seven hundred
and seventy two) Ten pagodas - Under the Article ..... "Cash paid
" the Attorney for drawing out the Will of the deceased Nicholas
" Gray) and other Charges" ... Was or was not on the proper
Account of the Said Complainant -

And that he further set forth and discover whether he
hath or hath not in his Custody or possession a Note or Bill in the
following Words or words nearly to the same purport -
"Executors Capt. Nicht Gray dec'd June 17th 1771 -
"To Drawing up Capt Grays Will ... Writing ditto to
"Bengall Copying Do taking an Extract of his affairs &c -
"three Attendance Pagodas 10 - 00 - 00 and signed E Exc -
" R Williamson" And if he hath that he produce the same

to

Filed the 14th augt 1776

The Amended Replication of Ottwell Burnett of Madras Inhabitant Complainant to the Answer of Robert Williamson also of Madras aforesd Inhabitant Defendt.

This Replicant saving to himself all advantages of Exception to the Defendants said Answer for Replication thereunto Saith. That all and every the Matters and things in and by the said Bill of Complaint already said he will Justify maintain and Prove to be Good, Actum and sufficient in the Law to be answered unto in such manner as the same are therein, or thereby, set forth and Declared, and that the Answer of the said Defendt is Untrue, and Insufficient in the Law to be by this Replicant Replied unto, for divers Manifest Imperfections and Insufficiencies therein Contained, to the Benefit of Exception whereunto being now and at all times saved to this Replicant. And this Replicant further Saith That he doth Absolutely will Maintain that the said Defendant did Purchase of him, at Publick Outcry, on the Seventy Eight day of February in this Present Year of Our Lord One Thousand Seven Hundred and Seventy five Sundry Goods, Articles or things, amounting to the Sum of One Hundred and Fifty Pagodas and five Fanams and for which said Sum this Replicant hath Commenced this Suit Action against the said Defendt in this Honble Court and this Replicant Absolutely denies

to

to stand Indebted unto the said Defendant either under
Forty Seven Pagodas and Eighteen Fanams, as is most
fully set forth and Stated in the said Defendants Answer
the Several Accounts thereunto Annexed, or in any
ordinance of Nature whatever — and this Replicant further
— That the said Defendant did on the said Twenty Eight
February, and received Your Pardons and Buy of the
Two Large Bullock Sellers for the sum of Three Hun
Ty Pagodas, as Charges of this Replicant in the said
plaint and which this Replicant could not be
satisfaction of the Honble Court — and this Repl
saith That the whole of the matter and thing
set forth by the said Defendant in his said Answer
conversation of Circumstances Relative to the
Sellers are absolutely and Totally false for
saith Court and will Maintain that Edward By
and is Sole Owner of the House formerly
Name of the Mason Office House of this Repl
other half Owner of the said House and Compo
Replicant has no Right nor Title to Promise the
Sellers now Deceased the Late Executor of the said Ed
or to the said Defendant more than the sum of Fifty
Pagodas per Month for the time the Replicant
the said House being the Right of the Said Ed
was allowing Interest and that the Replicant
have now from

any Demands or applications the said Defendant might have made to this Replicant Relative to the Estate of the said Edward Rylance, but on the Contrary this Replicant Repeatedly Informed the said James Sellers and the said Defendant that the half of the said House was his this Replicants Property and that he was not Accountable or would Pay more than the said Sum of Twenty Five Pagodas per Month to the said James Sellers, as the Executor of the said Edward Rylance, during the time he this Replicant lived in the said House and that he was always Ready and willing to Pay whatever Balance may be Due to the Estate of the said Edward Rylance upon his being furnished with a proper and Just Account Current from the said James Sellers, but Instead of the said James Sellers and the said Defendants Acquiescing with this Replicants Just and Equitable Representation and Request they always Evaded furnishing any Account whatever Relative to the said Edward Rylances Transactions with this Replicant but this Replicant Conceives, that the said Defendants mentioning of the Accounts depending and the Transactions that Occurred between the said Edward Rylance and this Replicants Relative to the said House are Pleas Quite Superfluous and have no manner of Connection with the Matter in Question in this Cause, not only on account of its being Foreign to the Purpose, but, likewise on account of the Great Affinity they bear to Subsisted and can by no means oust this Replicant of his Right to Commence an Action against the said Defendant for the Recovery of the Just Demand — and this Replicant further Saith, That he denies to have had above mentioned with the said Defendant, Relative to his Purchasing of the said

Billiard Sykes in the manner and to the Effect in the
Report mentioned by the said Defendant in his said Answer
for this Replicant doth make the said Twenty Eighth Exception
to the said Report that the said Billiard Sykes the said Defendant
and not for and on account of the said James Sykes and the
Defendant immediately after the Replicant had left the
Billiard Sykes Declared himself the Purchaser of the said
ance of Cordelia Wingfield and which will hereafter fully
and this Replicant saith upon Oath that the said Defen
Purchase or buy the said Billiard Sykes in the manner
the Name of any other Person or Persons and at the time of
Purchase this Replicant did not know nor was it Material
to know that the said Defendant did so as aforesaid
James Sykes or any other Person whatsoever but
that the said Defendant did after as aforesaid
James Sykes which this Replicant by no means
Can yet Nevertheless he was and must be Responsible
for the Amount Purchase of the said Billiard Sykes Defen
knight for what this Replicant knew take nothing
the said James Sykes Consignee or Exchanged
Agreed Sum of the Purchasing of the said Billiard Sykes
Replicant further doth Not to the Best of this Belief
the Seventh day of March last Past Demand of the said Def
the Payment of the Amount of the Account Exhibited
to the Replicants said Bill of Complaint whereas the said
Sykes are Indebted to the said Defendant

Payment of this Replicants said Just Demand with many Circumstances
and Evasive Excuses and this Replicant absolutely avers to have
had Conversation with the said Defendant Relative to the Charges of
the said Billiard Sykes and the other Articles Included in the said Ac-
count Annexed to this Replicants said Bill of Complaint and
the manner, Purport or to the Words Falsely set forth by the said De-
fendant in his said Answer — for as this Replicant knows that the
said Defendant was the Sole Purchaser of the said Goods he took
upon him only Answerable and Accountable to him for the Payment
of their Amount and therefore did not buy the Words nor had the Con-
versation which the said Defendant Endeavours in his said Answer
to have Passed between him and this Replicant Relative to the said
Demand — And this Replicant further doth Say that after the said
Defendant had Purchased the several Articles Things Contained
in the said Account Annexed to this Replicants said Bill
of Complaint Mentioned, and every Article of them, were delivered to
the said Defendant, as the Purchaser, and he did take away the
said things, Excepting Four Wine Chests and a Cask of Vinegar
which Cask this Replicant by Mistake wrote down as One in
the Account he furnished his Attorney with for to Annex a Copy
of to his said Bill of Complaint and which said Mistake this
Replicant now begs leave to Rectify in this his Replication
which said Articles he, the said Defendant, Requested as a favour
to let them Remain in this Replicants House until he had an
Opportunity to Remove them — and this Replicant having

Account Current Marked Letter B Annexed to his said Answer this
Replicant doth Admit of the same to be a Just Charge and is willing
to Deduct it out of the Sum this Replicant hath Said the said
Defendant for being the Sum of One Hundred and Fifty
Pagodas and Five Fanams and Consequently there now Re-
mains due to this Replicant from the said Defendant after
the said Deduction, the Full and Just Sum of One Hundred and
Forty Pagodas and Five Fanams and which said Sum with
Interest and Exemplary Costs this Replicant humble Prays
and hopes that this Honble Court will be Pleased to Decree the
said Defendant to Pay unto him this Replicant.

All this Replicant further Saith that he
absolutely denies to have ever Purchased of the said Defendant
at Public Outcry any Goods Articles or things Amounting
to the Sum of Fifty Eight Pagodas and Eighteen Fanams as
most unjustly Charged Set forth and Alledged by the said Defen-
dant in an Account Marked Letter A annexed to his said
Answer or to any other Sum or Sums of Money whatever but
this Replicant Says that at a Certain Outcry made on one of
the Houses belonging to the Estate of the said Deceased Edward
Rylance, he this Replicant, did Purchase, or Buy Sundry or
Articles which Appear to be the said Account Marked Letter
A and Amounting to the said Sum of Fifty Eight Pagodas
and Eighteen Fanams and which said Outcry was made by
the said James Sellon during his Life time, as the Executor
of the said Edward Rylance and at the time and Place of

the

and Did he be furnished with a Bill as Requested — And this Replicant further saith that the said Defendant hath on his said account Current, marked Letter **B** Charged this Replicant with Interest upon Interest by Compound, Interest and Recommitted by the said Defendant in his said account Current, accumulating Interest which said Interest is not only Irregular in the time and manner Charged but is likewise Unlawfull and usurious and not allowable by the Honble Court which said matters this Replicant is ready to Plead in Bar of the said Compound or Accumulating Interest — And this Replicant saith that with Regard to any other matter or thing set forth and alledged by the said Defendant in his said Answer to which this Replicant hath not Replied the same is very Untrue Insufficient and Insufficient in the Law for this Replicant to make any further or other Replication thereunto —

All Which Matters 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 of Complaint he hath already Prayed —

Danl Shaw

Atty for the Replicant

Filed 15th August 1775

Summons in Chan 15th August 1775

The Amended Answer
Cattell & Another Defendants
to the Bill of Complaint
of Richd Williamson
Complt

These Defendants now and at all times hereafter
saving to themselves all Benefit and Advantage
of Exception to the many Errors and Insufficiencies
in the said Bill of Complaint contained
for Answer thereto or unto so much thereof as these
Defendants are advised is any way Material for them to make
answer unto, they answering say that they believe
the said Complainant is the Son of Richard
Williamson, as in the said Bill of Complaint
is alledged, but these Defendants do not
know but leave the Complainant to prove
the same, and these Defendants do not
know save as they are informed by the
Answer of James Sellers in the Bill of Complaint
named, and for a further Answer these
Defendants say that they believe it to be true
that the said James Sellers in the Bill
named was possessed of a Considerable
Personal Estate, but these Defendants
do not know save as they are informed
by the Answer of the said James Sellers
to the Bill of Complaint, what the
Amount thereof was, but these Defendants
believe that the said James Sellers
died possessed of a Considerable Personal
Estate, and these Defendants do not
know save as they are informed by the
Answer of the said James Sellers to the
Bill of Complaint, whether the said
James Sellers died Indebted or not,
but these Defendants believe that the
said James Sellers died Indebted to
several Persons in Considerable Sums
of Money, and these Defendants do not
know save as they are informed by the
Answer of the said James Sellers to the
Bill of Complaint, whether the said
James Sellers died Indebted to the
Complainant in the Sum of Fifty
Eight Pagodas and Eighteen Fanams
as in the Account Marked Letter A
annexed to the said Answer of the
Complainant is Charged, but these
Defendants believe that the said
James Sellers died Indebted to the
Complainant in a Considerable Sum
of Money, and these Defendants do not
know but leave the Complainant to prove
the same

Complainant any Sum or Sums of Money from on Account of the
Aforementioned Action Will Let Alet be the Defendant is Ready
& Willing to pay the said Sum of Six Pagodas to the Complainant
this Honble Court having been Pleased to Allow of the said Charge in
the Decree Given at the Determination of the said Action of the said
Jones Wallis and therefore this Defendant hath in his Original
Replication Admitted of the said Sum to be deducted out of the said
Sum of One Hundred and Fifty Pagodas and Five Fanams and
for which he hath Commenced his Original Suit against the said
Complainant, wherefore, there will be Still Remaining due
to this Defendant from the said Complainant the Just & Just
Sum of One Hundred and Forty Pagodas and Five Fanams Exclusive
of Interest and Cost of Suit — And the Defendant lastly saith
that the Said Complainant hath in his said Account Current
marked Letter B annexed to his said Answer Charged the Defendt.
with Interest upon Interest or Compound Interest and De-
manded by the said Complainant Accumulating Interest
which said Interest is not only Irregular in the time and Man-
ner Charged but is likewise Unlawfull and Usurious and not
Allowable by this Honble Court which said Matter this Repli-
cant doth Plead in Bar of the said Compound or Accumulating
Interest —

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 to be hence Dismissed with his
Reasonable Cost and Charges in this Behalf most Wrongfully
sustained —

Cuthbt Barnes

Daniel Sharp
Atty for the Defendt

Filed Mar. 5th 1795

The Replication of Robert Hamilton
Esqr. to the Further Answer of Thomas
Hall & Company to the Original
Complainants Bill

The said Defendant now & at all times hereafter
saving unto himself all & all Manner of Benefit
& Advantage of Exception to the many Errors
& Insufficiencies in the said Defendants Answer
for Replication Saith that all & every the Matters
Things & Allegations in the said Defendants Answer
contained & Pleaded & Answered & Insisted upon
are Untrue & Insufficient to be replied unto by this
Defendant as he is Advised & Prays that the same
may be Adjudged by this Honble Court to be
Insufficient & that this Defendant may have the
benefit of the Exceptions by him taken to the
Complainants Bill of Complaint & that he may
be Dismissed out of this Honble Court with his
Reasonable Costs & Charges in this behalf most
wrongfully Sustained & this Defendant doth
Aver that the Complainants Bill of Complaint
is Uncertain Untrue & Insufficient in Many
Material Points & Circumstances to be Answered
unto by this Defendant & humbly Demands
Judgment of this Honble Court whether he
shall be compelled to make any further Answer
to the said Complainants Bill of Complaint
& Humbly Prays to be Dismissed with his
Reasonable Costs & Charges in this behalf
most wrongfully Sustained

257
-130-

This Defendant doth not Admit or Acknowledge the Truth of any Matter or Thing in the said Complainants Bill of Complaint Contained in Manner & Form as the same is therein Set forth & Alledged & this Defendant doth Aver that he Believes the Complainants Bill of Complaint is Uncertain Untrue & Insufficient in many Material Points & Circumstances to be Answered unto by this Defendant & Humbly Demands Judgment of this Honble Court whether he shall be Compelled to make any further Answer to the said Complainants Bill of Complaint & Humbly Prays to be Dismissed with his Reasonable Costs & Charges in this behalf most wrongfully Sustained

further Rejoinder saith He denies absolutely being indebted
Replicant and Original Complainant Either in the sum
hundred and fifty Pounds for Arrears (of which sum
Two Bills and Bills mentioned in part to be Satisfied
Twenty Pounds) as falsely and fraudulently
of Money whatsoever as most Unjustly suppose
Replicants Original Bill of Complaint and
thereto answered.

And as to the Contempt
for the Rejoinder with that the Defendant
insist As we and will Maintain that the
Original Complainant is still Indebted
truly unto the Defendant in the
Forty seven Pounds Eighteen Shillings
by the Replicants Original Answer
Complaint and the Answer thereto
A and B and this Defendant
for which Sum this Defendant
against the Replicant in the
This Defendant further
that Defendant Entered
By Default of the Defendant
and the

being wholly disinterested and only doing what the Duty
of an Executor and the Duty of an Executor absolutely requires
from this Defendant in order to set forth and shew to this Honble
Court in as clear a Manner as possible from Conversations
which this Defendant had with the Deceased Edward Rylance
and the said James Sellers since Deceased During their Life
Time and the several Books papers and Accounts found and
discovered by this Defendant amongst their several Effects
since their and Each of their Deaths and this Defendant insists
that the Replicant was is and still doth remain indebted in a
Considerable sum of money for many Months Rent Due for the
House formerly known by the Name of Barretts Coffeehouse
occupied and Inhabited by the Replicant during the Life Time
of the said Edward Rylance and before the House was Lett to
or Occupied by one Jackson Victor and Coffeeman who called
the said house in his the said John Jackson entring upon the same
the Madras Coffeehouse and also that the said Replicant was
is and still doth remain indebted in another Considerable Sum
of Money for many Months Rent due for the same House
which the said Replicant Contracted upon or the Expiration of
the Term the said Madras Coffee House was Lett unto the
said John Jackson to with Three Days after the Decease of
the said Edward Rylance and During the said James Sellers
Life Time and Executorship

And this Defendant doth insist
as and will Maintain that the Replicant did undertake

promises Must have better Proofes then the said Re-
pliants words before this Defendant can desist of the
same for on the strictest Examination of the Books Pa-
pers and Writings found amongst the Deceased Ed-
ward Bylances Effects and also a Certain part writing
Called Articles of Agreement Between Edward Bylance of Madras
Carpenter of the one part and Ottwell Barrett of the same place bea-
ring date the Eleventh day of June in the Year of Our Lord One
Thousand Seven hundred and Seventy three Annexed by the said
Replaint to a Bill of Complaint filed by the said Replaint on
the Nineteenth day of April being in the Days of Adjournment in
this Honble Court against the said James Sellers who answered the
week next then following It Doth Not appear that the said
Replaint paid a Moiety Either of the first Cost of such said house
and premises lately Called the Madras Coffee house Or a Moiety
of the Monies laid out and Expended in Rebuilding and Repairing
the said house and premises The Articles of Agreement before
mentioned Only Declares and Sets forth that the said Edward By-
lance and the said Replaint have "Jointly purchased of Charles
Gallard a House and Ground for which House and Ground the
said Edward Bylance and Ottwell Barrett have paid the sum
of two Thousand Pagodas" But the said Articles of Agreement
do not mention in what proportion such said Money was paid
by the said Edward Bylance and the said Replaint Neither does
it declare that they paid Equally Share and Share Alike And the
Defendant hath discovered

that the parties mutually Covenant That they "Shall and will be
"equally concerned in the Rebuilding Repairing and Augmenting
"the said House and in all Profit and Loss thereby arising or Hap-
"pening And that Each of them shall and will pay and make
"good Unto the other of them their Respective Moieties of the
"several Sums which may be laid out in the said House And that
"all Charges Expences Loss and Damages and likewise all Gain
"and Advantage by or in respect of the said House shall be equally
"born and received by and between the said parties Share and
"Share Alike -

But it doth not appear by the said Articles of Agree-
ment or any of the Books papers or Accounts of the Deceased -
Edward Rylance as aforesaid That the Replicant had at any
Time paid his the said Replicants Respective Moiety of the
Several Sums paid for the Original purchase of the said House
and Ground or the Monies so Expended in Rebuilding and -
Augmenting and Repairing the said House during the said
Deceased Edward Rylances Life Time -

The Defendant for further
Answer saith That it doth appear by the several Edward Rylances
Books papers Receipts and Vouchers that the said Re-
plicant Did was indebted and Still continues to owe and
remains indebted to the Estate of the said Deceased Edward
Rylance in many Considerable Sum of Money being for Cash
lent by the said Deceased Edward Rylance to the said Replicant
And that the sum of Three hundred Seventy three Pagodas and

Buildings Augmentations and Repairs since laid out &c as afore-
said And this Defendant doth aver and will maintain that the
said Replicant did actually promise and Engage Verbally with
this Defendant to pay the Whole Monthly Rents to wit the
full and just Sum of Forty four Pounds Each and Every Month
of the said house known by the Name of the Madras Coffee
House without any Reserve whatsoever this Defendant well
knowing that the said Replicant never was at any time per-
mitted or allowed by the Deceased Edward Sylance to receive
any part of the Rents due or growing due from any Tenant
occupying or that had occupied the said house known by the
Name of the Madras Coffeehouse as aforesaid saving his the
said Deceased Edward Sylances Life time —

And this Defendant for further Rejoinder saith that in
answer to the said Replicants Assertion That he was always ready
and willing to pay Whatever Ballance may be due to the Estate
of the said Edward Sylance upon his being furnished With
a proper and just Account Current from the said James Sellon
but instead of the said James Sellon and the said Defendants Aggri-
eving with this Replicants just and Equitable Representation
and Request they always Evaded Furnishing any Account What-
ever Relative to the said Edward Sylances Transactions with
this Replicant —

They are Words of great sound but the Non pay-
ment of the Rents due and growing due for the House the
Replicant then lived into wit the Madras Coffeehouse as
aforesaid —

Which proposal the Replicant refused Declaring that he the said Replicant would first have a Copy of the deceased Edward Rylances Books and Accounts against him the said Replicant and that if he the said Replicant found in such said Accounts that the said deceased Edward Rylance had debited him with some articles he the said Replicant would make an Addition or Add to his the said Replicants Books or Accounts the sum of five hundred pagodas or More Money than what he then had or Ever intended Or words to the same purport meaning and Effect Whereupon this Defendant was greatly alarmed at such Expressions and Insinuations made use of by the said Replicant And on Mature Deliberation And by and with the Solicitor learned in the Law this Defendant made another Tender to the said Replicant of leaving all Matters of Account as aforesaid to the Decision of Arbitrators versed in Accounts indifferently Chosen Which the said Replicant absolutely refused This Defendant then further added that true Copies of the said Deceased Edward Rylances Books or Accounts and Vouchers should be Sealed up and delivered to the said Replicant As has the said Replicant sealing up a true Copy of the Replicants Accounts and Vouchers With the Deceased said Edward Rylances Estate and Delivering them up into the hands of this Defendant at the same Time in order to prevent any or Either of the Party or Parties as aforesaid from Modelling altering or Framing a New an Account from the Books Accounts or Vouchers of the Contrary Party Which Matter and Proposal the

the said Replicant absolutely Rejoyned The Defendant
Rejoynder further Riet that the said Replicant at the sev[eral]
Riet Times in the said Replicant's Bill mentioned
Court however granting they might be the Law of the said Replicant
in order to shew the Great Difficulty attending settling accounts
with the said Replicant The Unwardness and Unwillingness to pay Some Rent or other Lawfull Debt whereon Demands
and the Motives that induced the said James Sellers to give this
Defendant Orders to purchase the said Two Billiard Tables for
his the said James Sellers's Account and for which said two
Billiard Tables this Defendant is now unjustly sued -

as to the said
Replicants Pleas of the Great Affinity Such Transactions Esteem
the said Deceased Edward Aylmer and his Defendant hearts
Falsehood the said Replicant must and might to be answered
in this heard to the Contrary this Defendant having shewn to the
said Replicant the Special Letter of Attorney before mentioned
during the said Edward Aylmers Life Time and Appointed
the said Replicant of the said Edward Aylmer positive Or-
-ders to this Defendant to Settle all Accounts depending between
the said Edward Aylmer and the said Replicant -

And this Defendant for further Rejoynder Saith That
he this Defendant will Aver and Maintain that the Conver-
-sation relative to the said Two Billiard Tables between the said
Replicant and this Defendant as Alledged set forth and Set in this
Defendants Original Answer to which this Defendant Refers
praying that the Same and Each and Every part thereof may be
taken As set forth this Defendant Rejoynder As strictly
and Justly true and that the said Replicants Demurrer to

to wit" That he Denies to have had a Conversation
with Defendant Relative to his purchasing of the
Table in the Manner and to the Purport Words &c
mentioned &c. . . . To Sayes and Cause whereof
not to an Opportunity to Say before the Honble
unto the said Replicants Answer to the Defendants
Bill of Complaint in Case Such Conversation to
large as forth in this Defendants Answer as to
Conversation did pass that passed relative to the
and Table in order that the Court might appear
Defendant had made Use of any false Cloaths
certain Facts alledged to prove the Defendants
wholly unknown to this Defendant

this Def
Many Times declared that he this Defendant
he this Defendants proper Account any Goods
whatsoever She said Replicant upon which
Defendant did purchase or Buy the said Table
the Aforesaid &c is absolutely false and
Said by the said Replicant in the said Defendants
to this Defendants Corse Bill of Complaint
General Terms the said Replicant says that
That the said Complainant never
did purchase the said Table
Day of

"Swo hundred and Seventy five Pundy Sodo Articles or
"Things Amounting to the Sum of Two Hundred and Fifty
"Pagodas and five Fanams as will fully and strongly appear
"by an Account of Particulars to this Defendants Original
"Bill of Complaint &c

But the said Replicant Cautiously avoids saying on
whose Account the Several Articles were purchased or
whether any other person or persons Name or Names was
mentioned by this Defendant at the Time the said Goods
and Each and Every article were so purchased or whether
all the Goods or which of the Articles were purchased at
publick Outcry as Originally Charged in the said Replicants
Original Bill of Complaint But all are included in the
Cautious Term at publick Outcry as before mentioned
and . . . Therefore as the said Replicant Has had Opportu-
nity to disclose what had passed relative to the said two
Bills and Tables on Oath and cautiously avoided the same
this Defendant conceives Will have little weight with
this Honble Court

Re 2d Defendants Exception "But
"Supposing that the said Defendant Did there act as Agent
"or Broker for the said James Allen which this Replicant
"by no means admits to be the Case yet Nevertheless

" was and must be Responsible to the Replicant for the
" purchase of the said Billiard Tables
And Riseth further
unknown of by this Defendant and Allegation Makers
and credited by all Merchants and Traders at being Custo-
mary Usage and Custom when the Names of Principals are
Un- This Defendant for further Rejoinder saith Reiter-
ates and Maintains that the Conversation "Relative to the
" of the said Billiard Tables and the other articles charged
as set forth in this Defendants Original Answer
Oath is strictly true Notwithstanding the Charge of
of the said Replicant to the Contrary But he the said
ties Rely Insists What is the Conversation "Relative to
Charge of the said Billiard Tables and further saith
2nd Ds Responsive Exceptions are Noted Contradicted
Insisted in this Defendants Original Answer By the
But he the said Replicant not pretending to Controul
Deny the said Conversation or Make or Can take Issue
in the said Replicants Amended Bill answer
fendant answering Replicant Doubts but
tion will have Cause to Insist with the Rest of the
upon the Words Frivolous and Evasive Exceptions
unto Reject Demurrers and Pleas and General Ans
be required But that the Defendant must be
Particular Answer to such

Demand of the payment of One hundred and Twenty Pds
for two Billiard Tables repurchased for James Sellers as
aforesaid by this Defendant and that this Defendant could
naturally apply to the said Replicant to know his the said Repli-
cants for making so Extraordinary a Demand and that some
Conversation must Ensue thereupon between the said Replicant
and this Defendant for further Rejoinder Saith in Answer to
the Replicants False Assertion in his Replication That
" after the said Defendant had purchased the several articles
" things particularized in the said Account annexed to
" this Replicants said Bill of Complaint They and Every
" article of them were delivered to the said Defendant as the
" purchaser and He did take away the said things Except-
ing four Wine Pipes and a Cask of Vinegar &c.

This Assertions plainly prove that great Regard
the said Replicant pays to Truth and how Material it is to
him to Examine Replications and other papers before
the said Replicant Says them before this Honble Court

That two Billiard Tables and all their Appurtenances
were never Moved with or Removed by this Replicant
from to this House and Remain in the same situation
they and Each of them were in the Day this Replicant pur-
chased them for the said James Sellers as aforesaid to wit
on the twenty Eighth Day of February now last past The
four Wine Pipes were disposed of by the said Replicant

Defendants Original Answer and Cross Bill of Complaint
is somewhat Extraordinary as the said Replicant absolutely
Denied the Receiving or being Allowed by this Honble Court any
such Said Sum of Money Even so late as in the Month of June
now last past in the presence of several Credible Competent
Witnesses and their and as that Time declared That the Bill
of particulars signed by this Defendant (which Bill he the
Said Replicant now says in his Cross Answer has been for
some time past) Mistaken or Lost was then in the hands of
Mr Henry Dering an Attorney of this Honble Court Whereas
by the Decree of this Honble Court the Said Replicant was
ordered and Decreed to pay the Principal Money and also
Interest for all Monies the said Replicant had Illegally
retained or Detained on Account of the Estate of the deceased
Said Captain Nicholas Gray as aforesaid of which said
Interest the said Replicant takes No Notice Neither has the
Said Replicant allowed the Interest to this Defendant Which
this Defendant humbly conceives to be this Honble Court Refer-
ring to the said Decree

This Defendant for further Answer
saith that the Interest Charged only on the Ten Negroes
mentioned by the said Replicant on the Defendants Accounts
and allowed by this Honble Court as aforesaid is irregular

This Defendant having frequently and often Demanded
the same and always waited for Answer from the said

Replicant Vegus from time to time Evasive and false Answers
Replicant Constantly endeavoring and Answering That the
Replicant had Neither received Refused Any Papers Writ
ings and the same on Account of the James Wallace
and principal Agents Named in the Letter and Bill
of the Deceased Captain Nicholas Gray in the Bill
of Exhibited by the said James Wallace by the Attorney Duly
which Bill is Bill of Complaint in the Bill
gainst the said Replicant for Retention in the Hands
ance of the Estate and Effects of the Deceased Nicholas
in the said Replicants Hands

This Defendant
Answer saith Replicant the Deceased Captain
Ford and George and Nicholas for power and Authority
to pay the Interest long in Arrears of Principal
Deceased did in no wise happen nor the Interest
and Interest when it became due Either by
Hand for Demand Payments allowed Deceased
Income in Deceased in the Hands of Defendant
ing and this Defendant Answer saith Deceased
included Capital and Stock

This Defendant
Answer saith Deceased Replicant Demand Sum
said Capital Sum in the Bill of Complaint
Interest thereon Deceased Defendant

by an Act of Parliament passed in the Sixth Session of the
thirteenth Parliament of Great Britain being and Holden
in the Eighth Year of our Sovereign Lord George the Third King
&c &c &c and in the Nineteenth Year of his Reign intitled "An
"Act for Establishing Certain Regulations for the Better
"Management of the affairs of the East India Company a
"as well in India as in Europe It is Enacted That any Sum
"not above the Value of twelve pounds for the Advance of One
"hundred pounds for a Year And so after that Rate for a greater
"or Lesser Sum or for a longer or Shorter Time Shall and
may be Lawfully and taken for Payment of any Commission or
money to be lent on Usury Or for Loan of any Monies
Wares Merchandize Or Any or Commodities Bonds Contracts
and Assurances Whatsoever by any Subject of his Majesty
his Heirs and Successors in the East Indies

And therefore
Interest Account Charged by the Defendant is as far as
less in Value than simple Interest shall after the Rate of
twelve per Cent per Annum as Allowed by Act of Parlia
ment as aforesaid The simple Interest shall after
the Rate of twelve pagodas per Cent per Annum or Ten
pagodas in Case the money Due not then demanded
Amounting to the Sum of Six Pagodas Nineteen Fanams
and Ten Cash and Upwards Was the whole Interest taken
ged by this Defendant in the said Years

Answered to this Defendants Original Answer only

1417

Declarations usually Charged to Endorsing and Discovering on Oath whether or Not the Defendant ever Demanded of the said Aplant the said Sm Pegdes and also the Interest to be paid him this Defendant or to Deliver up to this Defendant the Note which the said Aplant in his answer to Cos answer pretends "has been for some time past lost or mislaid" Notwithstanding the said Aplant declared a few Days before this Defendant filed his said Cos Bill of Complaint in this Honble Court That the said Note was in the Hands of Mr Henry Dalby as aforesaid and that the said Aplant had not been allowed in Case against the said Sm Pegdes by the Decree of this Honble Court as aforesaid ... Therefore the said recited Declaration in the said Aplants Aplication is Notoriously false as the said Aplant was not Ready and Willing to pay the so often asked and the Money demanded of him by this Defendant and his said Aplants Declaration in his said Cos answer That he was ready and Willing to pay the said Sum of Sm Pegdes to this Complainant meaning this original Defendant is only in Consequence of this Defendants application to this Honble Court by the said Cos Bill and this Defendant accidentally three or four Days before the said Cos Bill was filed That this Honble Court had allowed the

by an act of Parliament passed in the Sixth Session of the
thirteenth Parliament of Great Britain being in Holden
in the Eighth Year of our Sovereign Lord George the third King -
&c &c and in the Nineteen Year of his Reign intitled - "An
"act for Establishing certain Regulations for the better
"management of the affairs of the East Indies Company a-
"as well in India as in Europe It is Enacted that any Sum
"not above the Value of twelve pounds for the Learance of One
"hundred pounds for a Year And so after that Rate for a greater
"or Lesser Sum or for a longer or Shorter Time - Shall and
may be Lawfull and taken for Payment of any Principal
money to be lent or Agreed to forbearance of any Monies -
wares Merchandize or Arts Commodities Bonds Contracts
and Assurances Whatsoever by any Subject of his Majesty
his Heirs and Successors in the East Indies -

and thereby
Interest Account Charged by the Defendant six shillings
per Pagoda than simple Interest should stand after the Rate of
twelve per Cent per Annum as allowed by Act of Parlia-
ment as aforesaid The simple Interest aforesaid after
the Rate of twelve pagodas per Cent per Annum or Ten
pagodas - in Case the money Paid not been demanded -
Amounting to the Sum of Six or Pagoda Nineteen Fanams
and Ten Cash and Upwards And the whole Interest so char-
ged by the Defendant in the said Account to March Last
Amounted to this Defendants Charge

Four Pagodas Thirteen fanams and Ten Cash and the Defendt
hope have determined that great Land shops that would be the Ruin
many Londen who might have nothing but the Interest of
their Money to support their Families if Parliament did not
Litigious Vexatious Persons refused when demanded upon
them the Interest due to them Since the Interest there
was not allowed to become an additional Capital Sum
to their lawfull Interest as such said Money Lent
must naturally be liable to pay Interest to other persons
for Money to support their families &c. Wherefore

further Rejoinder to the said Replt humbly
pleaded in the Replication to said Defendants answer to
that he the said Sun Pagodas the Interest was so far
frankly and often demanded of him by this Defendt
as aforesaid and the said Replts Declaration "that he
was ready and willing to pay the said Sum of Sun Pagodas to
the Complainant Meaning this Replt & that
the said Replts Cross answer to the said
Replt that
he was ready and willing to pay the

Declarations wilfully Clandestinely & Deceitfully and Dissem-
ulating on the part of the Defendant from Demand
of the said Replaint the said Sun Pagodas and also the Interest
to be paid him this Defendant only Delivered up to this
Defendant the Note which the said Replaint in his amend
Red Cross Answer pretends "has been for some time past
"lost or mislaid" Notwithstanding the said Replaint
declared a few Days before this Defendant filed his said Cross
Bill of Complaint in this Honble Court That the said Note
was in the Hands of Mr. Henry Dudley as aforesaid and
that the said Replaint had not been allowed to Discount the
said Sun Pagodas by the Decree of this Honble Court as afore-
said Therefore the said recited Declaration in the
said Replants Replication is Notoriously false as the said
Replaint was not Ready and Willing to pay the so often
asked and demanded of him by this Defendant
and in the said Replants Declaration inserted Cross
answer That he was ready and Willing to pay the said
sum of Sun Pagodas to the Complainant meaning the
Original Defendant is only in Consequence of this Defendt
application to this Honble Court by the said Cross Bill and
this Defendant accidentally three or four Days before the
said Cross Bill was filed That this Honble

the said Reign and Decree the Same to be paid or attended in the said Replicants Answer at the Determination of the Action Commenced by James Walker Executor to Captain Nicholas Gray as aforesaid And the Replicants said Answer of Two Pagodas Out he Remains in this Defendants Custody Barring this Defendant from the Interest that this Defendant as the same Reign Order and Decree that Replicant not only to pay the Balance remaining due & Legally Claimed by the said Replicant as aforesaid But also Interest for the Same for which Interest Matter the Replicant is totally without Remedy in the Replication and this said Defendants Answer Neither of the said Defendants Law or Admit of the Said Interest arising from Decree Account of the said Two Pagodas as charged in Account Marked Letter B as aforesaid Which said Interest is apply due and Owing this Defendant from the said Replicant the said principal Money Two Pagodas which the said Replicant admits —

This Defendant for further Rejoinder Saith that the Alterations and Endorsings of the words in the Defendants Cross Answer The money and writing to pay Dollars or Rials thereon

proofs of the Regard the said Replicant pays to Truth in the Cause before this Honble Court not Sworn to by the said Replicant and Interest together with the remaining part of the Jallard just Sum of Forty seven pagodas and Eighteen Fanams and for by this Defendant in his said Cross Bill of Complaint and the future Interest that may grow due with Costs of Suit this Defendant humbly Hopes and Prays that this Honble Court will be pleased to order and Decree the said Cross Defendant and Cross Complainant

This Defendant for further Rejoinder Saith that in answer to the said Replicants Declaration "That he Humbly Desires to "have ever purchased of the said Complainant (meaning this De- "fendant) at Public Outcry any Goods or Effects or thing appertaining to the Sum of Fifty Eight Pagodas and Eighteen Fanams &c.a as set forth by this Defendant in the Cross Bill of Complaint and Original Answer and the Account marked Letter A thereunto annexed This Defendant doth fully explain and declare in this Defendants Cross Replication in Reply to what the said Replicant doth Declare and Alledge in his the said Replicants answer to the said Cross Answer

To which said Cross Replication filed in this Honble Court by this Defendant This Defendant further prays that the same and Each and Every part thereof may be deemed part of this Defendants Rejoinder

This Defendant most humbly Hath the Honble Board to take Notice that the Said Replicant Purchased the Goods Effects and Things in the said Account Mentioned at Public Outcry February

Replicant purchased part of the said Goods Effects and

Replication to which this Repliant hath not Rejoined if any the same are Sufficiency Matter Cause to Avoid or Maintain with even the Repliants Cofs Answer and is sufficient in the Law for this Repliant to make any further or other Rejoinder thereunto

All which Matters and things this Repliant is ready and willing to Aver Maintain and prove as this Honble Court shall please to Award and Repliant humbly Prays as in and by his said Cofs Bill of Complaint and his Original Answer and the Account thereto annexed marked Letter A and B prayed to be deemed as part of this said Cofs Bill of Complaint and this Repliants Cofs Replication Hehath already prayed —

Jon.a Sykes Jr.
Soly for the Repliant

Fidl.a Catrw.t

The Replication of Robert Worthington of Middle Temple London Esqr Complainant to the Amended Answer of Elizabeth Barnsley of Middle Temple and Inhabitant Cofs Defendant

This Repliant now and at all Times hereafter saving and reserving unto himself all and all Manner of Benefit and Exception to the Cofs Defendants said Amended Answer for Replication thereto saith that he doth and doth Deny the Material Things in and by the Defendants said Amended Answer

and Original Answer and the Several Amounts mentioned in the
Schedules A and B thereto annexed to be true and Just and
Sufficient in the Law to be answered unto by the Said Defendant
in manner aforesaid and Humbly prayed the Same might be
allowed and that the Amended Cross Answer of the Said Cross Defendant
as the true Answer and Sufficient in the Law to be put in by the
Said Cross Complainant for Some Manifest Imperfections
Insufficiencies Falsehoods and Untruths therein Contained

Replicant further saith that he still doth maintain and
Insist that the Said Cross Defendant is and still stands
justly and Truly Indebted to this Replicant in the Sum
of Sixty four Pounds and Eighteen Pounds and doth
appear By the Replicants Original Answer to the Cross
Defendants Bill of Complaint and the Accounts thereto
and Dated Letter A and B the Replicant and Cross Complai-
plicant and Produced and now the Replicant comes
into this Honble Court against the Said Cross Defendant
the Honble Court and this Replicant absolutely and
Intirely Denies that the Said Cross Defendant either
of the Sums of Fifty Pounds and four Pounds
most Unjustly as set forth in the Said Cross Defendants
Bill of Complaint and the Amount of particulars thereto
annexed but that the Amount of Sundry Goods Lent

Benefit Or in any other Sum or Sums of Money what-
ever And this Replicant further Saith that the Cross De-
fendant by his Answer now Contradicts his Assertion in
his Original Bill of Complaint to wit that the Two Billiard
Tables were bought by this Replicant at public Auction and
Declares that this Replicant did purchase of him the Cross
Defendant at a public Auction two Billiard Tables which
this Replicant did set forth and declared in his Original An-
swer as Now followeth To wit that He this Replicant did
not at any time purchase or buy at public Auction of the
said (Original) Complainant and Cross Defendant or
any of his Agents and Servants Two Large Billiard Tables
as charged in the Complainants Account to One Hundred
and twenty Pounds the Truth of which will appear by
sufficient and Credible Witnesses to this Honble Court
in Due Time and the Circumstances relative to the said Bil-
liard Tables which are at large set forth in this Replicants
Original Answer to which this Replicant Refers praying
that the Same and all and Each and Every part thereof
may be deemed as part of this his Replication And
this Replicant further saith and Declareth that the said
Two Billiard Tables were purchased by him this Replicant
in the Fair and proper Course of Trade Dealing and
privately in private Parlour or Room from the Cross De-
fendant at the Crown Hotel

ve Yard where the Goods were sold & selling or Delivered by Auction at Aubry Mather were sold and Bills of Sale put up or Exposed to Sale at the Sale Aubry as Original specified in the Account of Particulars annexed to the Original Bill of Complaint So That by doing Respondt the Cofs Defendts Answer after the second Hearing to be of such Matter and Force, That this Replicant ought not to Answer to the Rt Hble Court the said Cofs Defendt and his said Amended Answer with the pertinency & Validity thereof Circumstances Mentioned pmisses Evidence or Discovery which happened principally between the said Cofs Defendt and this Replicant Wch he Denyes and Contradicts and said Evidence or Discovery doth set forth in this Replicants said Original Answer and which this Replicant Cofs Defendt prays may be taken as part of this Replicants Answer and time might be Limited & part of this Replicant Cofs Bill Against the pretence of the Rt Hble Court all and Every — Not withstanding the said Cofs Defendt to the said Answer set forth or Answered said Evidence or Discovery did not happen Wch cannot be made appear Because the said Evidence or Discovery relates to or is pretended to be Contained in the Bill of Sale & Inventory of the Goods Wch were not put up by Auction pursuant to any or Attorney

This Replicant further saith that the Cofs Defendt Defendant

, Replicant) at public Aubry any Goods Articles or things amounting to the sum of Fifty Eight Pagodas and Eighteen Fanams as set forth by this Replicant in an Account Marked Letter A annexed to this Replicants Original Answer Aubry any other Sum or Sums of Money whatever But that the said Cofs Defendt says in his said Cofs Answer"

That at an Aubry Made in one of the Houses belonging to the Estate of Edward Sylvas late of Madras Carpenter the Cofs Defendt did purchase or buy sundry Articles which appear to be the same as pretended by the Complaint (meaning this Replicant) in the said Account Marked Letter A and amounting to the said Sum of Fifty Eight Pagodas and Eighteen Fanams and which said Aubry was made by James Allen late of Madras aforesaid Inhabitant ascertained during his Life Time at the Direction of the said Edward Sylvas and at the time and place of the said Aubry Sales publickly Declared and Notoriously known that the said Articles & Effects & Money Alledged were part of the Effects of the said Edward Sylvas and Consequently did not belong nor was the private property of this Complaint (meaning this Replicant) & therefore this Complaint (or Replicant) had no Right or Authority to Debit the said Cofs Defendt with the said Articles in the said Account annexed to this Complainant (meaning this Replicant) said Original Answer or to maintain the same in the Original Action commenced against the (Cofs) Defendt by the Complainant

With submission to this Honble Court before Defendt
to Say aforts and Matter in Arth thereof to the Knowledge
and of the Truth of them Especially when the Same might best
Easily known or required after For not withstanding this
Defendt denies to have ever purchased any Goods as aforesd of
Replant Yet the Replant avers that the said Defendt
to purchase the Same as in forth in the Replant and Defendt
answer and the Account thereto annexed marked Letter A
that Notwithstanding the Acting aforesd Defendt
purchased Said Articles as made in a large Enormous and
Lofty Coated Cabinet inclosed or finished by Glass Doors
Sylinder Drawers all the Goods in Letter Expressed to be
Honse Hire Not Included the the property of Said Defendt
State Only — But that the Goods in Expressed to be in
the Sole and Separate property of the Plaintiff as also
the Goods which belongs to the said Estate Ryland
Estate and Not for rent and long Arrears and Stood and
the Replant was allowed a Commission or Brokerage of
payable per Cent Reading to the Value and Goods
to make same Terms and the same Manner as Goods
Not publick Acting at the Sea Gate by the Honble
Sea Gate Register that the Replant was not allowed
Acting Bills made out for Goods Sold at the Sea Gate by
Name Cape and Estate

appearance in this Honble Court and have been Cited and
in Bill of Complaint in the Name of the Sea Gate Register Only
and not in the Name of the Original Proprietors of Said
Goods as Sold as aforesaid And as the Sea Gate Registers Commission
or Authority to make Sales at the Sea Gate does not prohibit the
Inhabitants at large from selling Goods at Auction or by Auction
in the Black Town or Fauxbourgs Pettah within the Jurisdiction
of Fort Saint George Such like Sales are Not very Common Much
or Frequent Besides this Replant was in Consequence of the said
Allowance of Five per Cent to be Answerable to the Respective
Owners or proprietors of the said Goods for the Same and Not to
whether the this Replant Called or received the Same or Not as
is the Case with the said Sea Gate Register this Replant Not there-
fore and the doubted Right to Collect and receive and transact his
Business and Duty to Collect and Receive the Amount of the Se-
veral Articles by him Sold as aforesaid and to him this
Replant only were the respective purchasers thereof answer-
able and accountable for the same Therefore the said Resp
Defendt to Observations that the said Goods Did not the
nor was the private property of this Replant and that this
Replant had no Right or Authority to debit him the said Resp
Defendt with the Said Articles in the said Account annexed
to this this Replants Original Answer and Resp Bill of
Complaint to Maintain the Same in the Original Action
against him the said Resp Defendt the

Sellers would now oblige the said James Sellers to leave his Duty at the Artillery Park and Camp at the Grand Mount and to return to Madras and that then this Replicant would give him Direct answer Whereupon as soon as the said James Sellers returned to Madras which was within or three Days time after such said proposal was made this Replicant acquainted the said James Sellers of such said proposal as aforesaid Who in answer to this Replicant declared that as the Rolland Sellers Account had no Connexion with the Goods sold at Aulay on the Twenty second day of February last past & the said James Sellers would be no way concerned in advising but that he the said James Sellers Expected all the said Aulay Accounts in which he the said James Sellers had any Comission to be paid and discharged by this Replicant Whereupon this Replicant declared having further Concern about such said Rolland Sellers Accounts & afterwards declared to the said James that he this Replicant Could not with any Propriety pay the said Rolland Sellers as they were Employed in My Lord Sellers Accounts & afterwards ordered the said James Sellers Consent and Order for the said and obtained therefore the Law Opinion of the Def Defendant before recited is by reason Omitted by this Replicant to allege in Bar And this Replicant humbly conceives that the Laws Usage and Customs of Merchants and Traders in general will have a superior weight than the frivolous and vexatious attempts of the

for Goods which they acknowledge to have readily received and actually received the afsertion of the Cofs Defendants

That he did often request of the James Sellers during his Life time to be furnished with a Bill of the said articles purchased as afore and which the said James Sellers did promise to and did fail to the Defendant but which he the Defendant Not then knowing the Contents of the said articles could not tender the Amount to the said James Sellers during his Life time to the said Complainant (as may their appear) after he had taken upon himself the Executorship of the said James Sellers & his Executorship he the Defendant could have not Paid had not been furnished with a Bill as required

Now this Repliant humbly appeals to the Court upon what is Premised humbly appeals to the Court that this Repliant hath not had sufficient time to have made application made to the said James Sellers the Deceased during his Life time for the said Bill and application & that he the said Repliant hath not been known to the Defendant to have refused to pay the said Bill or any part thereof but hath always been ready & willing to pay the same whenever he should be required so to do

at any time or signed any Accounts or Bills relative to the said Action and the Cofs Defendant did not apply to this Repliant after this Repliant had taken upon himself the Executorship of James Sellers for a Bill of the said Goods as did at Antony as aforesaid Neither did the Cofs Defendant at any time make tender of any Money to this Repliant or the said Antony Account and as a Bill of the said Goods as did at Antony as aforesaid the Cofs Defendant had no occasion to make any such application as will appear by the following Narrative

Four Days after the Antony sale was finished to wit in the beginning of the Month of March one last past one Saumy a Debtor having purchased at the said Antony sale One Bandy and two Bullocks for the same of thirteen Pagodas twenty two Fanams forty Cash which is particularized and Charged in the Last Line of the Account marked A annexed to this Repliants Original Answer prayed to be part of this Repliants said Cofs Bill of Complaint the said Saumy coming to upon this Repliant in Company with one Ranganack Debtor and Book keeper to the said Cofs Defendant and desired as he had bought the said Bandy and two Bullocks of the said Cofs Defendant that this Repliant would give him Saumy Credit for the same and two for the Amount thereof thirteen Pagodas twenty two Fanams and forty Cash to the Debtor side of the Cofs Defendants Account of Goods purchased at Antony of this Repliant as aforesaid and as the said Ranganack confirmed the Account of the

Savory and Ordered that Store the Request of the Pet
for the said Def Defendant to make the Transfer
aforesaid the Replicant said in the presence of the said
my and Required Make and Alterations upon
the Book wherein such said Entry Accounts were
Kept by the Replicant The said Required Ordered
Ordered that the Entry Book Charge Page
Eleventh Articles of the before mentioned Account
to A bought by him the said Required the
Vendor Entry was also to be charged and transfer
proper Account of the Master the said Def
Ordered the Replicant to transfer the Amount
Nine Pounds from the said Required
Def Defendants Account of Sale to
Replicant at which Entry is aforesaid which
Replicant immediately do transfer the said Book
wherein such said Entry Accounts were entered
by the Replicant as aforesaid The said Required
of Some Sum and place Counsel and Cost
with a reasonable sum to be known which
Cost and Entry which Charge by the Replicant to the
Defendant in the Book aforesaid Entry Sold
Letter A mentioned to the Replicant Account

aforesaid the Amount his not the Last appe
ance of Such and the Def Defendants said Answer was
entered into such said Exception The said Def Defendant having
Before the said Exception peremptorily Just Ordered

"That Whereby Since to have ever purchased of the said
"Complainant (meaning the Replicant) Sundry Entry my
"Goods Articles whatsoever &c"

The said Defendant afterwards says

"That He did purchase any sundry Articles which appear to be
"the Same as pretended by the said Complainant — Meaning
"this Replicant — in the said Account Mark'd Letter A and a
"mounting to the Said Sum of Fifty Eight Pounds and Eighteen
"Shillings And which said Entry was made by James Sellers &c
And then pretends to assert and Declare, That he said Def
"He did often request of the said James Sellers during his Life time
"to be Sure his Bill of the said Articles purchased as
"aforesaid And which the said James Sellers did promise to
"make out and send to this Defendant But which however did
"and this Defendant then knowing the Amount of the said
"Articles and not Under the Amount in payment to the said
"James Sellers during his Life Time Not to the said Complainant
"— meaning the Replicant after the Death then upon himself
"the Executor of the Will of the said James Sellers as his Executor
which he this Defendant would have done And Paid to
"whom Same Should with Shillings aforesaid &c

Defendant Did Insure Ye the article Charged in the
marked Letter A in the Same and amounted the Sum
of Money in the Said Article Charged Cross Defendant pur-
chased the Goods Mentioned from the said James Allen in
the Bill the Cross Defendant refused to Deliver
get a Bill of Particulars as aforesaid And also that the
Cross Defendant Did not know the Amount thereof
Replicant further saith that Not withstanding
for and Alledgeing in the Answer aforesaid
Said Sum or Sums of Money as the Replicant afore-
said Cross Defendant at the Said Cross Defendant
and Requested Said Cross Defendant from
Sum for the Same as aforesaid and that Cross
aforesaid Did Appear at the Said Sum Being Justly
Further Saith that the Said Cross Defendant
That Upon the Said Tender to Deliver the Said Goods
may make out a Bill for them as aforesaid Now
Cross Defendant Did the
Said Sum and Refused to Deliver
Money and Refused to Deliver
Cross Defendant Did
Sum for the Said Goods Notwith-
standing the said Cross Defendant Confesses in his said Answer
that on Examination he the said Cross Defendant found
that Particulars and also the Exact Sum Total Said for by
this Replicant as p Account marked Letter A as aforesaid to be
the same that the the Cross Defendant had purchased of the Actor
as aforesaid — Consequence the said Cross
Defendant Could not be entitled of and had no occasion for a
Bill of Parcells unless he tendered the Money and Wanted a
Receipt for the Same —
Unless the said Cross Defendant Wanted
to make the same Kind of Use of such said Bills of Parcells
and Receipt as the said Cross Defendant had attempted to do
with this Replicants Sum Paper Note only now admitted as
hereafter taken notice of and Replied unto by this

by the party who sold such said Goods Wares or Merchandize
or an Account Current rendred in with the Name or Firme
of the Parties delivering in such said Account Current signed
at the Foot is deemed and taken for a General Receipt or Discharge
of all such said Accounts Notes or Bills of parcells the contrary
to the Usage and Custom of all English and Foreign Merchants in
Europe And in case the said Cross Defendant means in his said
Evasive Cross Answer That he could not procure a Bill of parcells
Compleat and signed by the Replicant for the Goods the said Cross
Defendant so purchased of the Actor of this Replicant as aforesaid
The Reasons are plainly Obvious
Ans Money was ready
Time tendred by the Cross Defendant for such said Goods Notwith-
standing the said Cross Defendant Confesses in his said Answer
that on Examination he the said Cross Defendant found
that Particulars and also the Exact Sum Total Said for by
this Replicant as p Account marked Letter A as aforesaid to be
the same that the the Cross Defendant had purchased of the Actor
as aforesaid — Consequence the said Cross
Defendant Could not be entitled of and had no occasion for a
Bill of Parcells unless he tendered the Money and Wanted a
Receipt for the Same —
Unless the said Cross Defendant Wanted
to make the same Kind of Use of such said Bills of Parcells
and Receipt as the said Cross Defendant had attempted to do
with this Replicants Sum Paper Note only now admitted as
hereafter taken notice of and Replied unto by this

That the said Cross Defendant acknowledging the
said Cross Answer the Exceptions thereto ought
of the Deceased Captain Nicholas Gray as allowed and
this Honble Court to be paid and charged with the Complts to
answer the Cross Bill of Complaint as amongst other things
is the said Cross Defendant absolutely denied thereto
allowed by this Honble Court any such and Same of Money
relate as in the Month of June now last past the Sum
named and stable Europeans Writings and then
Same declared that the Bill of Exceptions signed
not which the Cross Defendant now says is
has been for some time past but as Mr. David
of Mr. Henry Dundas one of the Masters of
by the Decree of this Honble Court ordered Cross Defendant
one thousand Pounds to pay the principal Money
Interest for the Monies the said Cross Defendant
legally retained or Detained on account of the Estate
Deceased Captain Nicholas Gray as aforesaid
said Interest the said Cross Defendant takes no
Notice but still detains the Interest to the Complts
the Complts humbly submits to this Honble Court
ring to the said Decree

The Complts further saith that
Interest charged only for
Interest

the Decree of this Honble Court as aforesaid is neither Vexatious
Unlawfull nor irregular in the Same and Manner as charged
by this Replicant in Account marked Letter B annexed to the Repli-
cants Original Answer and prayed to be admitted as part of this
Replicant to Cross Bill of Complaint ... as aforesaid by the Cross
Defendant This Replicant having frequently and often demand-
ed the same and constantly received from the Cross Defendant
only frivolous and Evasive Answer The Cross Defendant cons-
tantly declaring and averring that he the said Cross Defendant
had Neither received the said Exceptions as Nor had been allowed
Reasonable Account with James Wallis Executor and Principal
Legatee named in the Last will of the Deceased Captain Nicholas
Gray in the Suit Commenced by the said James Wallis by his
Attorney David Mc Pherson who Did Exhibit a Bill of Com-
plaint in this Honble Court against the said Cross Defendant
for Detention in an Illegal Manner of the Estate and Effects
of the said Deceased Nicholas Gray in the said Cross Defendts
hands This Replicant further saith that it is Usual and
Customary in Calcutta Gray and Madras for Persons who
borrow Money to pay the Interest Every six Months if Demand
ed for the Same to be ... And in case it happens not to be
Convenient to pay such said Interest When it become due
either to give a Note of Hand for such said Interest or to allow
the said Interest to become an Additional Sum to the Ori-
ginal Principal Money and the Aggregate Sum become
as it were an Accumulated Capital Stock

the Rate of Twelve pagodas per Cent per Annum on Ten
pagodas — in Case the Money had not been demanded —
amounting to the Sum of Four pagodas Nineteen
fanams Ten Cash and Upwards Whereas the whole
Interest charged by this Replicant in the said account
marked Letter B is only Four pagodas Thirteen fanams
and Ten Cash as aforesaid —

And this Replicant begs leave
to remark the great hardship that would attend Money
Lenders Who might have Nothing but the Interest of
their Money to support their Families if Evil Minded and Litigious
Vexatious Persons refused when Demanded paying the Interest due
to them If the Interest due was not allowed to become an Additional
Capital and to be a lawfull Interest —

This Replicant further saith that
the said Cross Defendant doth not pretend in his said Answer to
Deny that both the said Ten pagodas and the Interest due was frequently
and often Demanded of him by this Replicant as aforesaid
and the said Cross Defendant Determination in his Answer,
That he
, is ready and Willing to pay the said Sum of Ten pagodas to the Com
, plainant . . Meaning this Replicant . . this Honble Court having
, been pleased to allow of the said Charge in the Plea given
, the Determination of the said Action of the said James Wells
, and therefore this Defendant he Kim his Original Application
, dismiss'd of the said Sum to be Deducted —

Replicant with Costs from the Subpœna
Replicant by Same Prayed and Prays that
Copy thereof may be Annexed to
Copies of the said Captain Nibbs Gray
concerning &c and Defend the said Cross Bill
Lands as aforesaid And also full Interest for the
Matter the Cross Defendant is totally plainly
Answer Neither of the said Cross Defendant
Interest arising from and due on account of the
Legacies is charged in Account Marked Letter B
which said Interest is partly owing
from the said Cross Defendant and
Legacies which the said Cross Defendant
said Letters together with the remaining part
Sum of Sixty Seven Pounds Eighteen Shillings
Replicant to the Cross Bill of Complaint
that may prove inconvenient
Hopes and Prays that this Worthy Court will be pleased to
Prays the said Cross Defendant to pay unto him the Replicant

This Replicant further saith that the
the Matters in the pretended Short Cross and allegd
said Cross Defendant in the said Cross Answer
Replicant

All Which Matters and things this Replicant is
ready and Willing to Aver Maintain and prove as this Honble
Court shall please to Order and Direct and humbly prays as in
and by his said Cross Bill of Complaint and his Argumentative
Remarks annexed together with the several Accounts Marked
Letter A and B pray'd to be admitted as part of the said Cross Bill of
Compliant He hath already Prayed

Wm Sykes Jr
atty for the Replt

Filed the 5th Nov. 1776

The General Reporter of the Court of
Barons of Exchequer Inhabitant Defen-
dant to the Replication of Robert
Williamson Esq of Madras afore-
said Cross Complainant

This Defendant now and at all times hereafter de-
siring and Reserving to himself all Manner of Benefit and Advan-
tage of Exception to the Insufficiency and Insufficiency of the said
Replication for Rejoinder saith, that the Defendants said Answer
is true Certain and Sufficient in the Law to be Replied unto and doth
as in and by his said Answer he hath already said and doth and
will aver and Maintain stand every thing and things therein
to be true and Certain in such manner as therein is Alledged and
Expressed, This Defendant also saith that the said Replication
of the said Complainant is uncertain and Insufficient in the

Leave to be Replevied made by the said Defendant for costs
and Imprisonment thereon Endorsed —

All Which Matters and things the Defendant
is ready to Aver maintain and Prove, as this Honourable
Court shall direct and therefore humbly Prays
judgment and Answer he hath already Prayed

Dan Shaw

Attorney for the Defendant

Interrogatories

To be Administered to Thomas Michael Fennell Esqr. on the part and behalf of the Original Complainant and Cross Defendant

To all the Interrogatories 1st Do you know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Suit depending in this Honourable Court wherein Robert Williamson Esqr. is Original Complainant and Cross Defendant and the said Thomas Michael Fennell Esqr. is Original Defendant and Cross Complainant or either of them if you do Declare the same and how long have you known them or either of them

To Rangapah 2nd Do You know or believe that the said Robert Williamson Esqr. Original Complainant and Cross Defendant in this Cause hath Exhibited his Bill of Complaint against the said Thomas Michael Fennell Esqr. Original Defendant and Cross Complainant praying that the said Original Defendant and Cross Complainant may Answer the Premises and Abide such Order and Decree therein as to this Honourable Court shall seem meet and if you do Declare the Substance thereof as you believe

To Ramasawmy 3rd Do You know or believe that the said Original Defendant and Cross Complainant hath Exhibited his Cross Bill of Complaint against the said Original Complainant and Cross Defendant praying that the said Original Complainant and Cross Defendant may Answer the Premises and Abide such Order and Decree therein as to this Honourable Court shall seem meet and if you do Declare the Substance thereof as you believe

To Mr. Michael Fennell 1st Was you at any time, and when, Present at an Auctory or Public Sale, made at the House, known by the Name of the Madras Office House of Sundry Household Furniture, Goods and other Effects belonging to the Original Complainant and Cross Defendant and do you know of the Sale of Two Billiard Tables belonging to the Original Complainant and Cross Defendant at the time of the said Auctory? If You do you know, or did You hear, any Person, or Persons, say that he, or they, was, or were, the Purchaser or Purchasers, of the said Billiard Tables and do You know or did you hear for how much, or for what Sum of Money, or on what Consideration were they Purchased at and how and in what manner did you come to the Knowledge thereof? The whole of this matter according to the best of your Knowledge Remembrance and Belief together with the Reasons of such your Belief fully and Particularly Declare

To Rangapah 2nd Do You, or Do You not, know of Two Billiard Tables, belonging to the Original Complainant and Cross Defendant being Sold at the time of an Auctory or Public Sale, made, at the House Known by the Name of the Madras Office House? If You do what time was the said Auctory made and to Whom were the said Billiard Tables Sold? Did or Did not the Original Complainant and Cross Defendant direct you to charge the said Billiard Tables to the Account of the Purchasers? If You who did the Original Complainant and Cross Defendant Look upon and say was the Purchaser of the said Billiard Tables and whether the same of Money have directed you to Charge? Do You know whether, at the time of the said Auctory, the Original Defendant and Cross Complainant

Quantity of Vinegar? If you or you know what Quantity
bought or what kind of a Cask was the said Vinegar in
was in the Cask full or in what manner was what Con-
sideration was the said Cask paid or Agreed for Relate
the matter according to the best of your Knowledge
and Belief together with the Reasons of such your Belief
and Particularly Declare

To Mary Wrake
To Speak and
the truth } to 4. Do you or Do you not know of the Sale
Cash belonging to the Original Defendant
Cash Defendant were delivered to the Original Defendant
Cash Complainant? If you or you know or believe
delivered and to whom were present at the time of the
you or Do you not know whether at the time of the
the said Rolland Sills the Original Defendant
Complainant did take into the Custody of them
who did have taken or received of the Purchasers
Rolland Sills and what passed between the Original
Dant and Cash Complainant and the Purchasers
time Relative to the said Rolland Sills and Know
ledge of the matter according to the best of your
Remembrance and Belief together with the Reas
for by you Belief fully and Particularly Declare

Forbes Thom
George Warner
Thomas Warner
Sworn
before the Clerk of the } to 5. Do you or Do you not know of
Sale of any Goods or Effects
of Edward Sylvester late of Madras Carpenter Deceased
Original Defendant were delivered to the Original
Cash Complainant? If you or you know or believe
delivered and to whom were present at the time of the
you or Do you not know whether at the time of the
the said Rolland Sills the Original Defendant
Complainant did take into the Custody of them
who did have taken or received of the Purchasers
Rolland Sills and what passed between the Original
Dant and Cash Complainant and the Purchasers
time Relative to the said Rolland Sills and Know
ledge of the matter according to the best of your
Remembrance and Belief together with the Reas
for by you Belief fully and Particularly Declare

said Auctory made and how or by what means did you know
that the said Auctory was made for the Sale of the Effects of the
said Deceased? Do you or Do you not know whether the Ori-
ginal Complainant and Cash Defendant did or did not Buy
or Purchase at the said Auctory Sundry Articles of the Effects
belonging to the Estate of the said Deceased? If you do you
know whether the several Articles mentioned and Set forth in the
Paper Writing Marked Letter A now shown to you at this
the time of Your Examination are what he purchased at the
said Auctory and do You or do You not know whether all or any
part of the Articles mentioned in the said Paper writing or
are part of the Effects of the said Deceased or how otherwise
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

Thomas Warner 6. Did you or did you not buy any Goods or
Effects at Public Sale or Auctory made of the Goods and Effects
of Edward Sylvester late of Madras Carpenter Deceased? If
You do or do not the Paper Writing Marked Letter B
now shown to you at this the time of your Examination
Contain the Articles you so bought at the said Auctory and
are You or are you not Acquainted with the Character or
manner of the Hand Writing of the Original Defendant
and Cash Complainant If you do You know or believe
that the Name Robert Williamson wrote with the said Paper
Writing was so wrote by the Original Defendant
Complainant

Character in which he is accustomed to sign his Name
whole of the matter according to the best of your
Remembrance and Belief together with the Reasons
your Belief fully and Particularly Declare
To all the Interrogatories &c. Do you know of any Matter
whatsoever you shall mean you suppose any thing to
the Matter in Question in this Cause that may
Benefit or advantage of the Original Complain
defendant? If yes Declare the same as you
have informed or do believe, together with
such your Belief as fully as if you had
Particularly Interrogated

Dave Ewell

Att[y] for Defendant
& Cross Defendant

A

8 One Case Silver Spectacles ... 6 Shillings
One Pair Steel Spectacles ... 5/ Pounds
One Pair Shagreen Ditto ... 2/6 Pounds
One Black Lead Pencil ... 1/6 Pounds
One Ivory Pencil ... 2 Pounds
One Remnant of Silk ... 1/6 Pounds
Two Glass Windows ... 1 ... Pounds
One Penny Looking Quadrant ... 1/6 Pounds
One Large Penny for Ditto ... 1/6 Pounds
Three Long Crooked Sticks ... 6 ... Pounds
one Long Crook [illegible]
Two Crooked [illegible]

156

A

This Paper Writing Marked A was shewn to Antonio Johnson
George Warner Manuel Warner and Rengapah at the respective times
of their Examination before me in a Certain Cause and Cross Cause
now depending and at Issue in the Hon[ble] the Mayors Court at
Madraspatnam wherein Ottalle Bamah of Madras Inhabitant
is Original Complainant and Cross Defendant and Robert
Williamson who of Madras aforesaid Inhabitant is Original
Defendant and Cross Complainant on the 4th and 11th Days of
March Anno Domini 1776

J. Welch
Exam[r]

B

M[r] Manuel Warner

Madras Feb. 23d 1776.

B[t] at Exhibiting Answer Cross Bill ... 2p
2 Silk Coats p[d] B[t] ... 4p
4 Putcha Do ... 8p
Omar p[d] 1775 ... 35 pc
Pay[d] ... 1 36 45
p[r] Procuration p[d] Fuller Cooke
R[t] Williamson

B

This Paper Writing was shewn to Manuel Warner Mentioned
in his Examination before me in Action Cause and Cross Cause
wherein Ottalle Bamah is Original Complainant and Cross
Defendant and Robert Williamson Original Defendant and
Cross Complainant this 11th Day of March Anno Domini 1776

J. Welch

Mayors Courtat
Madraspatnam

Between Charles Russell of Madras Inhabitant as Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

On the Party of the Original Complainant and Cross Defendant

Deposition of Witness Produced

On Oath before the Commissioners of the Court of Mayors Court at Madraspatnam

Mr Michael Tennel of Madras Inhabitant aforesaid being Duly Sworn on the Holy Evangelists on the Part of the Original Complainant and Cross Defendant and being Duly Examined upon the Interrogatories and Cross Interrogatories Exhibited on the Part of the Original Complainant and Cross Defendant and being Duly Cautioned and Admonished to Speak the Truth the whole Truth and Nothing but the Truth Deposeth and Saith as follows

To the first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the tenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eleventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twelfth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fourteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventeenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the nineteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twentieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the twenty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirtieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the thirty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fortieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the forty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fiftieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the fifty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixtieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the sixty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the seventy ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eightieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the eighty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninetieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the ninety ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundredth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and tenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eleventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twelfth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fourteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventeenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and nineteenth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twentieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and twenty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirtieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and thirty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fortieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and forty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fiftieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and fifty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixtieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and sixty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and seventy ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eightieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty fourth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty fifth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty sixth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty seventh Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty eighth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and eighty ninth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and ninetieth Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and ninety first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and ninety second Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid Inhabitant as Original Defendant and Cross Complainant

To the one hundred and ninety third Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant and Robert Williamson also of Madras aforesaid

the Enemies in this Cause as followeth —

Ramsgate ss Nathaniel Pollock Aged 20 years or thereabouts Produced as a Witness in the Cause Depending in this Court between Richard Williamson Original Complainant and Defendant and Edward Sylvester Original Defendant and Cross Complainant and being first duly Sworn in Open Court to Depose the Truth the whole Truth and nothing but the Truth in the Cause aforesaid Deposeth and Saith as followeth —

1st To the first Interrogatory this Deponent saith that he knows the Original Complainant and Cross Defendant Richard Williamson and this Deponent saith that he knows the Original Defendant and Cross Complainant Edward Sylvester in the Cause aforesaid and this Deponent saith that he has known the Original Complainant and Cross Defendant Richard Williamson for the Space of Two Years last past and this Deponent saith that he has known the Original Defendant and Cross Complainant Edward Sylvester for the Space of Two Years last past and this Deponent saith that he has not been Related to either of the Parties Concerned in this Cause nor is he Interested in the Event thereof nor is he Clerk to any of the Solicitors concerned in this Cause —

2nd To the second Interrogatory this Deponent saith that he knows the Messuage or Tenement and Premises in the Interrogatory mentioned and that the same belonged to the Original Defendant and Cross Complainant Edward Sylvester at the time of the Sale thereof by him to the Original Complainant and Cross Defendant Richard Williamson and this Deponent saith that he knows that the Original Complainant and Cross Defendant Richard Williamson hath been in the Possession of the said Messuage or Tenement and Premises ever since the Purchase thereof by him from the Original Defendant and Cross Complainant Edward Sylvester and this Deponent saith that he knows that the Original Complainant and Cross Defendant Richard Williamson hath Expended a large Sum of Money in Repairing and Improving the said Messuage or Tenement and Premises and this Deponent saith that he knows that the Original Complainant and Cross Defendant Richard Williamson hath Erected a Wall and Fence on the

Shown to him at the time of his Examination were
the purchased at the said Auction and that the Deponent
Knows that all the Articles Mentioned in the said Papers
were Disposed of the said Deceased Estate
without to this or the last Interrogatory.

J. Welsh
Exam.

Mayors Court at
Madraspatnam

Between [illegible]
of Madras Inhabitant
Complainant and [illegible]
Defendant [illegible]
Cross Complainant
Defendant [illegible]
Cross Defendant

Depositions of Witnesses taken in the
Before the Examiner in the Cause of Court
Sworn upon the Holy Evangelists
Cross Cause Auction
Original Complainant and Cross Defendant on the
March 1776 Known in Person to the Office of Mr. Sharp
Attorney for the Original Defendant and Cross Complainant
Complainant Cross Defendant

To the first Interrogatory this Deponent saith, that He doth know the Original Complainant and Cross Defendant Abdall Barratt in this Cause and Cross Cause — and that He hath known him three Years or thereabouts — and that He doth also know the Original Defendant and Cross Complainant Abdul Wahab in this Cause and Cross Cause and that He hath known him Two or three Years — and more without to this Interrogatory.

To the fourth Interrogatory this Deponent saith that He doth know that Two Bullock Bobbs lately Belonging to the Original Complainant and Cross Defendant were delivered to the Original Defendant and Cross Complainant — and that they were so delivered about One Year ago a little before the Original Complainant and Cross Defendant left off keeping Bandy House that this Deponent and one Rishack who were at the Market at the said Sales were present at their delivery, and that this Deponent doth know at the time of the Delivery of the said Bullock Bobbs the Original Defendant and Cross Complainant did declare who was the Purchaser of them, and that the said Original Defendant and Cross Complainant came to the Room that this Deponent and Rishack were in and that the Original Complainant and Cross Defendant did not further Question with the said Bullock Bobbs in Question in this Cause and Cross Cause for that the said Original Defendant and Cross Complainant did purchase them, this Deponent further

Master and inquired of them if the said Original Defendant and Cross Complainant had really bought them the said Rumpel replyed that he had this Deponent returned and Delivered the Keys of the said Two Billiard Tables with all the Brass Balls &c belonging thereto — and more saith not to this Allegat Interrogatory —

J Welch
Exam

Mayors Court at
Madraspatnam

Between Abdul Wahab
of Madras Inhabitant Original
Complainant and Cross Defendant
and Abdul Khan Inhabitant Original De-
fendant and Cross Complainant

In the Cause of the Original Com-
plaint and Cross Complaint

Depositions of Persons taken on the Cross

Before the Examiner of the Court of Request
Khistnah of Madras Inhabitant of Madras aged
Twenty Years or thereabouts being duly
Sworn on the Cross Cause on the part of the Original
Complainant and Cross Defendant on the 16th Day of March 1775
Then in Court the Office of Mr Welch for the said Messrs
Original Defendant and Cross Complainant by Deponent

16

Khistnah as followeth —

To the First Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Abdul Wahab in this Cause and Cross Cause and that he hath known him Eight Years or thereabouts — and that he doth also know the Original Defendant and Cross Complainant Abdul Rahaman in this Cause and Cross Cause and that he hath so known him Eight Years or thereabouts — and more saith not to this Interrog —

To the Fourth Interrogatory this Deponent saith that he doth know that two Billiard Tables Lately belonging to the Original Complainant and Cross Defendant were delivered to the Original Defendant and Cross Complainant and that they were delivered sometime last year and that this Deponent and one Sulpah who were both Peons at the said Time were present at the time of their Delivery and that this Deponent doth know at the time of the time of the delivery of the said Billiard Tables the Original Defendant and Cross Complainant declared himself to be the Purchaser of them — and that the said Original Defendant and Cross Complainant sent to the House where this Deponent and Sulpah were and did tell the Original Complainant and Cross Defendant that he was further Answers with the said two Billiard Tables in Question in this Cause and Cross Cause for that the said Original Defendant and Cross Complainant had Purchased them this Deponent then sent home & requested the Original Complainant and Cross Defendant to Master and inquire of them if the Original Defendant

and Cross Complainant had really bought them Slaves Boy
& Girl & paid that he had — the Deponent Returned and
Delivered the Boys aforesaid two Billiard Balls with the
Mahogany Balls &c belonging thereto — and more saith
not to this or the last Interrogatory

Deponent

J. Welch
Exam.

Mayors Court at
Madraspatnam

Between Robert Hall Clark
Plaintiff and Cross Defendant
Complainant and Cross Defendant
Robert Williamson Defendant
and Cross Complainant

On the Part of the Original Complainant
and Cross Defendant

Depositions of Witnesses taken in the Cause Viz.

Before the Examiner in the Court as follows —

Antonio Johnson of Madras Inhabitant Aged 40 Years duely
Sworn Deposeth as Witness on the Part & Cross Complainant the Original Complainant and Cross Defendant — on the 13th day of May 1776 Signifies the Office for the Defendant & Cross Complainant & Defendant & Cross Complainant by Requested Deposeth

To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Robert Hall Clark in this Cause and Cross Cause and that he hath so known him Fifteen Years or thereabouts, and that he doth also know the Original Defendant and Cross Complainant Robert Williamson in this Cause and Cross Cause and that he hath so known him Seven Years or thereabouts — and more saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith that he doth Know of an Outcry or Publick Sale made of Sundry Goods and Effects belonging to the Estate of Edward Symons late of Madras Carpenter Deceased and that it was made in the Month of April in the Year of our Lord One Thousand Seven hundred and Seventy Five to the best of this Deponents Remembrance in or about the Month of May following and this Deponent doth know that the said Outcry was made for the Sale of the Effects of the said Deceased by Leave of the Notary first upon the Door and that this Deponent doth know that the said Original Complainant and Cross Defendant was the Buyer or Purchaser of the said Outcry Sundry Articles of the Effects Belonging to the Estate of the said Deceased — and that this Deponent doth Know that the said Original Complainant and Cross Defendant and buy or Purchase from off the Articles Mentioned in the Paper Writing Marked A now produced and shewn to him at the Time of his Examination — That the said four Articles were one Cast Iron Long Cooker One Kandy and one Pallankeen Stick — And the

Deponent does not know whether the or any part of the Effects mentioned in the said Paper Writing is or are part of the Effects of the said Deceased And more saith not to the last Interrogatory

Sworn Clerk

Antonia Johnson

Mayors Court at
Madraspatnam

Between Elizabeth Hook Widow of Madras Inhabitant Original Complainant & Cross Defendant

and

Robert Williamson late of Madras Inhabitant Original Defendant and Cross Complainant

On the Part of the Original Complainant & Cross Defendant

Depositions of Witnesses taken the 6th Day of December 1769 before the Examiner in the Cause as follows

George Warner of Madras Inhabitant Aged 25 Years or thereabouts being Produced as a Witness in the Cause & Cross Cause on the Part of the Original Complainant & Cross Defendant was first Sworn to speak the Truth the whole Truth & nothing but the Truth in the Cause & Cross Cause & being Interrogated

To the First Interrogatory this Deponent saith that he well knows the Original Complainant and Cross Defendant Elizabeth Hook in the Cause and Cross Cause and that he hath known her Eight years or thereabouts and that he well knows the Original Defendant and Cross Complainant Robert Williamson in the Cause and Cross Cause and that he hath known him Eight years or thereabouts and more saith not to this Interrogatory

To the Fifth Interrogatory this Deponent saith that he well knows for a Notary Public Sale made of Sundry Goods and Effects belonging to the Estate of Edward Aylmer late of Madras Carpenter Deceased and that the said Notary was made about one Year ago to the best of this Deponents Remembrance in the Fromore etc now House the Property of the said Deceased and this Deponent saith that the said Notary was made for the sale of the Effects of the said Deceased by Virtue of the Paper giving Notice of the said Notary And that this Deponent saith that the said Original Complainant and Cross Defendant did buy or Purchase at the said Notary Sale sundry Articles of the Effects belonging to the Estate of the said Deceased but whether the Several Articles mentioned and set forth in the Paper Writing Marked Letter A were shown to him at the time of the Examination or whether he purchased at the said Notary this Deponent knows not or other the Matters or Things herein interrogated and more saith not to the last Interrogatory

Sworn Clerk

George Warner

Mayors Court at
Madraspatnam

Between Edward Bylance late of Madras Inhabitant Merchant Complainant and Cross Defendant and Robert Williamson late of Madras aforesaid Inhabitant Original Defendant and Cross Complainant

On the Part of the Complainant and Cross Defendant

Depositions of

Taken Sworn and Subscribed before the Examiner in the Cause aforesaid this 28th day of March 1776

Manoel Hamar of Madras Inhabitant aged 28 years or thereabouts being Produced as a Witness on the Part and behalf of the Complainant and Cross Defendant on the 28th day of March 1776 deposeth the Witness first above named to the Original Defendant and Cross Complainant's Interrogatories Mark of the Name Silk and Place of Residence of the Deponent Deponent Sworn in the Presence of the Deponent saith

1st To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant and doth believe he hath resided in this Country about Nine Years and that he doth know the Original Defendant and Cross Complainant and hath known him about the Space of Nine Years

2d To the second Interrogatory this Deponent saith that he doth know the Premises in the Interrogatory mentioned

3d To the third Interrogatory this Deponent saith that he doth know that the Original Complainant and Cross Defendant did in the Month of October 1774 Purchase of the Original Defendant and Cross Complainant a Certain Messuage or Dwelling House with the Appurtenances situate in the Black Town of Madras aforesaid and that he doth know that the Original Complainant and Cross Defendant did Purchase the said Messuage or Dwelling House with the Appurtenances for the Sum of Pagodas Three Thousand Five Hundred and that he doth know that the Original Complainant and Cross Defendant did pay the Original Defendant and Cross Complainant the Sum of Pagodas Three Thousand Five Hundred in Part of the Purchase Money for the said Messuage or Dwelling House with the Appurtenances and that he doth know that the Original Complainant and Cross Defendant did Execute a Bond to the Original Defendant and Cross Complainant for the Payment of the Remainder of the Purchase Money for the said Messuage or Dwelling House with the Appurtenances and that he doth know that the Original Complainant and Cross Defendant did Execute a Mortgage to the Original Defendant and Cross Complainant of the said Messuage or Dwelling House with the Appurtenances to Secure the Payment of the Remainder

and Cross Defendants Cottrell Booth in their Answer Laid or Did not
Publick Outcry or Sale at the House generally known by the Name
of the Madras Coffee house in Pudding Lane Cottrell Madras-
patnam of the Said Original Complainant and Cross Defendants
Household Furniture Goods Wares Merchandize Liquors and
Stock in Trade If yea, was or were not such Sale Advertised
by the Sea Gate Register or how otherwise? Do you or do you
not know who or what Person or Persons was or were Employ-
ed and by whom to Sell or Cell out or Act as Cryer at the Said
auction Outcry or Sale, If yea Set forth the same and the whole
of the said matter Do Know

To
Thomas Jones 3. Do you or do you not know whether any and how
many Billiard Tables were or were not put up to Sale at the
before mentioned Publick Outcry Sale or Auction, If yea were
or were not any Billiard Table or Billiard Tables Sold by any
Person or Persons and whom to any Person or Persons and when
in any the Way and from whom on whose Account was or
were such Billiard Table or Billiard Tables Purchased as
you know have heard or do believe? The whole of the
matter Relating to the Said Interrogatory as Fully
and Clearly as you know or can Declare to the Best of your
Remembrance Information and Belief Together with the Reasons
of your Belief Fully and Particularly Declare

To Dicks 4. Were you or were you not Present during the Time
the Several Sales were in the Year of Our Lord
One Thousand Seven Hundred and Twenty Five with Robert
Williamson the Original Defendant Cross Complainant

Further Interrogatories to be Administered to the
said Witnesses or Each of them on the Part and Behalf of the
Defendant Cross Complainant Robert Williamson the
Original Defendant Cross Complainant

To Thomas Jones 1. Do you know the Parties Complainant and Defendant
Witnesses } in the Cross Cause Mentioned If yea
to go on and Inform them in the Words of them Do Know

To Thomas Jones 2. Do you or do you not know or Remember
Ranger } the Time of the Death of Mr Thomas Pitt late
of the Parish of Saint Mary Hill in the City of London
Esquire Deceased and Did you or did you not Attend the
Funeral of the Said Mr Thomas Pitt Deceased If yea
Declare the Same and Whether you or any and which of you
Received any and what Ring or Rings or Mourning on the
Occasion of the Said Funeral and Declare the Whole of the
Premises

To Thomas Jones 3. Do you or do you not know or Remember
the Time of the Death of Mr Robert Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr Robert Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 4. Do you or do you not know or Remember
the Time of the Death of Mr John Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr John Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 5. Do you or do you not know or Remember
the Time of the Death of Mr Thomas Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr Thomas Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 6. Do you or do you not know or Remember
the Time of the Death of Mr Robert Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr Robert Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 7. Do you or do you not know or Remember
the Time of the Death of Mr John Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr John Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 8. Do you or do you not know or Remember
the Time of the Death of Mr Thomas Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr Thomas Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 9. Do you or do you not know or Remember
the Time of the Death of Mr Robert Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr Robert Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

To Thomas Jones 10. Do you or do you not know or Remember
the Time of the Death of Mr John Pitt late of the Parish
of Saint Mary Hill in the City of London Esquire Deceased
and Did you or did you not Attend the Funeral of the Said
Mr John Pitt Deceased If yea Declare the Same and
Whether you or any and which of you Received any and what
Ring or Rings or Mourning on the Occasion of the Said
Funeral and Declare the Whole of the Premises

in these Causes at the Examination of any and what Writings or Materials belonging to any and what Publick Sale Sales of Ships were next Examination before any time or after the Publick Outcry or Auction mentioned in Preceding Interrogatories? Declare and set forth as the said Original Defendant and Cross Complainant Robert Williamson any and what Publick Declaration to you or to any other Person or Persons then present and who by Name or Names the said Publick Sales and the several Articles or Effects sold at or Related to the several Writings or Papers belonging and for whom the said Sales were Purchased? If you Depose to any Matter touching the last of your said Answers declare the same and the Circumstances thereof fully and Particularly Declare

To Ditto 5th Do you or do you not know whether the Original Defendant and Cross Complainant Robert Williamson Purchased at the Publick Outcry or Auction before mentioned and Sales of Effects generally stood for longer If you Do you or do you not know the said Original Defendant and Cross Complainant Robert Williamson any and what time for whom and on whose Account he bid at the said Sales or Effects and for what sum or sums of Money and Particularly declare to the best of your Knowledge and Belief Declare

I Antonio Johnson } 6th Do you or do you not know any Publick
Charles De Mayde } Sale or Auction being made of any the Publick Goods
Thomas Jones } and Effects belonging to the Estate of the said
George Warner } Edward Rylance and for what sum or sums of
Money the same were Sold and to whom and to whose
Use and Benefit the same were Sold and Purchased
and what Publick Declaration was made by the Vendue
Master at the Time of such Sale or Sales and Particularly
declare to the best of your Knowledge and Belief

To Ditto 7th Do you or do you not know whether the Original Defendant and Cross Complainant Robert Williamson any and what Publick Declaration to you or to any other Person or Persons then present and who by Name or Names the said Publick Sales and the several Articles or Effects sold at or Related to the several Writings or Papers belonging and for whom the said Sales were Purchased? If you Depose to any Matter touching the last of your said Answers declare the same and the Circumstances thereof fully and Particularly Declare

I Antonio Johnson } 7th Do you or do you not know any Publick
Charles De Mayde } Sale or Auction being made of any the Publick Goods
Thomas Jones } and Effects belonging to the Estate of the said
George Warner } Edward Rylance and for what sum or sums of
Money the same were Sold and to whom and to whose
Use and Benefit the same were Sold and Purchased
and what Publick Declaration was made by the Vendue
Master at the Time of such Sale or Sales and Particularly
declare to the best of your Knowledge and Belief Declare

Williamson the Original Defendant and Cross Complainant now about the Twenty third Day of February which was in the Year of our Lord One Thousand Seven hundred and Seventy four in New England Purchased Houses belonging to the Estate of Edward Rylance Deceased Do you or do you not know for what Reason the said Outcry Auction or Sale was made by the Vendue Master If you set forth the same? Who was employed as Crier on the said Occasion and by whom? and to whom or what Person or Persons by Name did all the Goods Wares Merchandize Articles or Utensils belonging which were Sold at the said Publick Outcry or Auction as you know have been informed or do believe fully and Particularly Declare

I Antonio Johnson } 8th Do you or do you not know whether the Accounts Current now produced and Shewn to you at this the time of your Examination marked A B C D Signed by you and are or are not the Signatures thereto of your own Hand Writing Respectively Do or do not the matters Contained in the said Accounts Relate to the Publick Sale of the Goods at the Outcry or Auction mentioned in the last preceding Interrogatory? If you Do you or did you not believe the same agreeable to the said Accounts? If you from whom did you receive the said Ballances or with whom did you so adjust or settle the same Declare

To Cundapah
Charles De Mayde
Sawmy
Rangapah
George Warner } 8th Do you or do you not know whether the Original Complainant and Cross Defendant Ethelbert Warner did or did not Purchase at the before mentioned Outcry or Auction in the said House belonging to the said Estate of the said Edward Rylance all or any and which of the Articles in the Accounts now produced and Shewn to you at this the time of your Examination marked E? If you Do you or did you not believe

specify'd in the said Account which did not belong to the said Estate of the said Edward Sydserf at the time such and such Articles were Pawned by the said Ottoll Barrett, If you do set forth such particular Articles as did not belong to the said Estate of the said Edward Sydserf when pawned by Ottoll Barrett the said Original Complainant and Cross Defendant and whether the said Ottoll Barrett the Original Complainant or Richard Sydserf by means of his Servant Rangapah or how else soever did pay or allow the Amount of the same in part of the Original Defendant and Cross Complainants Debt pay for the said Tables in Question in this Cause and the whole of How and When

To Sawmy 9. Did you ever Redeem or Purchase at Public Sale any Goods made by or under the Management of Robert Williamson the Original Defendant and Cross Complainant in the Cause and the Goods so Redeemed or Purchased Did you ever Receive any Goods belonging to the Estate of the Deceased Edward Sydserf or Robert Williamson the Original Defendant and Cross Complainant since the Twenty third Day of February which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Having in your Custody Tables or Chairs, If you Do you did you not afterwards Deliver many Pagodas whose Property soever they were to the said Original Defendant and Cross Complainant and desire him to Transfer the same to the said Ottoll Barrett the Original Complainant and Cross Defendants Account If so Did you ever receive any Pagodas for the said Goods or Effects and by whose Order or Authority and on whose or what Account did you receive them and to whom did you transfer the same and on what Account Did you do so Did you not the said Original Complainant and Cross Defendants Account Did you do so Did you not the said Original Complainant and Cross Defendants Account pay any other Person and who by Name in your Presence and by your Order or Desire the said Robert Williamson the Original Defendant and Cross Complainant or any other Person for him and on his Account any Pagodas or Money and how much and when and on what Account did the said Rangapah or such other Person as desire the said Transfer might be made as you or know have heard or believe? The whole of these matters fully and Particularly Declare.—

To Thomas Jones
Cundapah
Solapah
Kistnah
and
Rangapah.

Qu. 10. Do you or do you not know the two Billiard Tables in Question in this Cause and Cross Cause If yea where or in what or whose House or in what place are they Exist or did not Ottoll Barrett the Original Complainant and Cross Defendant over and on what Day and Year and how and in what manner and at what place Deliver the said Richard Tables to Robert Williamson the Original Defendant and Cross Complainant in these Causes? And did or did not the said Robert Williamson the said Original Defendant and Cross Complainant at any time and when Remove or take away the said two Billiard Tables or either of them from the House called or known by the Name of the Madras Coffee house fully and Particularly Declare—

To
Kwongadum
and
Cashawapillah

Qu. 11. Do you or do you not know the Custom made by the deceased Register If Yea, Do you or did the said late Register Memorandum Book or Books he or they kept Account with the Owner or proprietor of the Articles or Effects and by whose desire those Sales the same? And are or were not the Purchasers there of Answerable

14

such Purchases account with the said Register for the Different articles which they so Purchased and is privy and the Testimony regard to Sales of Goods by the said Register and the Amounts of the Persons of such Goods as mentioned in the Identifying Master or Debt Notes thereof? The whole of this Matter touching to the best of his Knowledge Remembrance Information and Belief together with the reasons of such Your Knowledge and Belief fully and particularly Declare.

To Mr John Perkins 12th Do you or do you not know whether or not the Interest of Money payable on Demand is not often Demanded in six Months and if not paid whether the Interest so accrued is not Principal and whether it is not usual to add the Interest so accrued to the Additional Capital for the future time & whether such Debts from the Lenders by the Debtors fully and Particularly Declare

Fourteenth 13th Do you know any other matter or thing relative Witness } to the Matters in Question in this Cause which you think it necessary for the Court to be informed of touching the Matters in Question in this Cause that may tend to the benefit or advantage of the said Defendant the Def Compliment & Others Debtors to the same or you know has been informed or believe together with the reasons of such your belief fully and particularly set forth and Declare

Jno. Sykes

Atty for the Orgl Deft

Def Compliment

Dr Mr Robt Williamson in Account with Mr Perkins

	£	s	d
1 Pair Shoes		3	6
1 Pair Do		2	10
1 Pair Do		2	10
1 Pair Do		1	6
1 Pair Do		1	6
1 Pair Do		1	6

A

This Paper Writing marked A was shown to Antonio Johnson at the Examination before me in certain Cause and Case now depending in the Court of Admiralty wherein Robert Barratt is Original Complainant and Case Defendant and Robert Williamson Original Defendant and Case Complainant the 1st Day of May Anno Domini 1776.—

J. Welch Esqr

B

Dr. Mr Robt Williamson in Act of Mercy to the part of Mr Robt Barratt Dr to Sundry Cr

1775				1775		£	s.	d.
Feby 23	To one Sowing pewter Spoon		1 31/40		By Cash	1	2	0
	Balance Due		1 31/40		By 1 Gold Watch Key		2	0
					By 1 Gold Watch Key		1	10
					Pagodas	1	5	0
	Pagodas 1 31/40							

Madras March 5. 1776

Rec'd the Balance of the Above Account in full of all Demands

Pr me

Chas. D'Mayde

B

This Paper Writing marked B was shown to Robert Barratt at the Examination in a certain Cause and Case now depending in the Court of Admiralty wherein Robert Barratt is Original Complainant and Case Defendant and Robert Williamson Original Defendant and Case Complainant the 25th Day of April Anno Domini 1776.—

C

Dr. Mr Robt Williamson in Act Court with George Warner Writer Madras Cr

1775		£	s.	d.	1775		£	s.	d.
Feby 23	To my attendance and writing 1 pgo Acct Sale Merchandize Sworn	2 23/75			Feby 23	By one Chop Cut Glass Tray		28	0
						By Sundrys pr Book Mr Warner			
						1 Salver 1 Mug			
					Feby 23	Two Silk Cut Glass Ditto Salver		27	0
						Four pictures pr Antonio Johnson		38	75
					March 6	By Cash paid from Mr Williamson		10	0
	Pagodas	2 23/75				Pagodas	2	23	75

Madras 6. Recd from Mr Robert Williamson two pagodas to be by him Sworn pr Cash in full for writing 1 Attendance at the Acct Sales pr Me above—

George Warner

C

This Paper Writing marked C was shown to George Warner at the time of his Examination before me in certain Cause and Case now depending in the Court of Admiralty wherein Robert Barratt is Original Complainant and Case Defendant and Robert Williamson is Original Defendant and Case Complainant this 6. Day of May Anno Domini 1776.—

J. Welch

Esqr

D

Dr Thomas Jones on Acct of Costing Jobs in Acct with Robt Williamson

1775 Feb 23	To one Lot of Paper		18	1775 Feby	By 8 Days attendance & Calling Gads by question to make out Mr Stibbert's Bill	2	16
	... ditto for Do Book		8				
	... Cash pd for Light Horse	1	12	0			
	Carried over	2	18	0	Carried over	2	16

1775 Feby 29th Then Received from Mr Robt Williamson Two Pagodas on full for Calling Gads to Cost Stibbert's Bill as above

Thos Jones

D

This Paper Writing Marked D was shown to Thomas Jones the time of his Examination before me in a Cause depending and at Issue in the Mayor's Court at Madraspatnam between Robert Stibbert Original Complainant and Cross Defendant and Robert Williamson Original Defendant and Cross Complainant this 28th Day of April Anno Domini 1776.—

J Welch Esqr

E

Mr Robt Stibbert Dr to Robt Williamson Cr for Sundry Articles Bought at Public Outcry 28th February 1775

To one Gold Watch	13	5	0
one Gold Chain & Seal	2	5	0
one Pair Gold Buckles	2	5	0
one Pair Shoe Buckles	0	3	0
one Stock and Buckle	0	2	0
one Hat	1	5	0
one Pair Gold Sleeve Buttons	1	0	0
one Gold Watch Chain	0	15	0
one Pair Gold Buckles	0	2	0
one Pair Shoe Buckles	0	3	0
one Gold Watch Chain	0	2	0
Carried over	22	10	0

Feby 28th 1775 Received the Contents in full

Thos Jones

E

This Paper Writing Marked E was shown to Thomas Jones the time of his Examination before me in a Cause depending and at Issue in the Mayor's Court at Madraspatnam between Robert Stibbert Original Complainant and Cross Defendant and Robert Williamson Original Defendant and Cross Complainant the 28th 29th and 29th Days of April and 6th Day of May anno Domini 1776.—

J Welch Esqr

Mayor's Court at Madraspatnam

Between Robert Stibbert of Madras Inhabitant Original Complainant and Cross Defendant

And Robert Williamson of the same Place Inhabitant Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Thomas Jones of Madras Inhabitant Aged 40 Years or thereabouts being produced as a Witness in this Cause and Cross Cause on the Part of the Original Defendant and Cross Complainant was on the 28th Day of April 1776 duly sworn to speak the Truth the whole Truth and Nothing but the Truth in the Matters in Question in this Cause and Cross Cause and being Examined Deposeth and Saith as follows

1st To the first Interrogatory this Deponent saith that he knoweth the Original Complainant and Cross Defendant Robert Williamson in the Cause and Cross Cause and that he hath known him by the space of four years or thereabouts and that he the said Defendant and Cross Complainant Robert Williamson and he Cause and Cross Cause and that he hath known him by the space of four years or thereabouts and more as to the said Interrogatory

2d To the second Interrogatory this Deponent saith that he was present at the Dwelling House of Mr Thomas Williamson in Liverpool on the seventeenth Day of February which was in the year of our Lord One Thousand Seven Hundred and Seventy five and this Deponent saith that he was present at the Dwelling House of the said Mr Thomas Williamson in Liverpool aforesaid on the said seventeenth Day of February which was in the year of our Lord One Thousand Seven Hundred and Seventy five and this Deponent saith that the Original Complainant and Cross Defendant Robert Williamson and the Original Defendant and Cross Complainant Thomas Williamson in the Cause and Cross Cause mentioned did on the said seventeenth Day of February which was in the year of our Lord One Thousand Seven Hundred and Seventy five at the Dwelling House of the said Thomas Williamson in Liverpool aforesaid enter into Articles of Agreement in writing bearing Date the said seventeenth Day of February which was in the year of our Lord One Thousand Seven Hundred and Seventy five and made between the said Robert Williamson of the one Part and the said Thomas Williamson of the other Part and this Deponent saith that he was present at the Dwelling House of the said Thomas Williamson in Liverpool aforesaid on the said seventeenth Day of February which was in the year of our Lord One Thousand Seven Hundred and Seventy five when and where the said Articles of Agreement were executed by the said Robert Williamson and Thomas Williamson

Know that the Orginal Defendant and Cofs Complainant
Robert Williamson within Named did purchase at the
Publick Outcry or Auction hereinmentioned some Lumber or
Glasses generally used for Lamps and that the Deponent did
here the said Orginal Defendant and Cofs Complainant also
the Day of the sale of the Orginal Complainant and Cofs Defts
Goods and Effects that the said Orginal Defendant and Cofs
Complainant pretended the said Lumber or Glasses for
was not, but as there were such Number wanting Outcry
the said Billard Table He believed he must Complain for
And more saith to this Interrogatory —

To the Sixth Interrogatory this Deponent saith that he
Knows of a Publick Outcry or Auction being made or framed
Thereby Goods or Furniture Ware, Merchandize Thing or
things being made by or under the management or Direction
Robert Williamson the Orginal Defendant and Cofs Complt
or about the twenty third Day of February which was in the
of Our Lord One Thousand Seven hundred and Seventy Six in
Main Street or thereabouts there belonging to the Estate of
Edward Sylvanus Deceased — the Deponent saith know he
the Person the said Outcry Auction or Sale was attended by the
the Orginal Defendant and Cofs Complainant and to have Command
of the said Goods which Person or Persons this Deponent
by the Clerk Register and that this Deponent was Employ
Person in the said Auction and that he was employed by
the Orginal Defendant and Cofs Complainant — and that
this Deponent was Employed as Agent to sell the Goods
of Edward Sylvanus Deceased

after the said Outcry was over that there were some Goods &c
the Property of One Charles Dudgeon and Anthony Johnson
amongst the said Edward Sylvanus Effects — And more saith
not to this Interrogatory —

To the Seventh Interrogatory this Deponent saith saith, that
the Account Current now produced and shown to him at
the time of his Examination marked D is signed by this Depo-
nent and that the Signature thereto is of this Deponents own
Writing — and that the Matters Contained in the said account
does Relate to the Publick Sale of the Goods at the Outcry or
Auction Mentioned in the last Preceding Interrogatory — and
that this Deponent did Receive the Ballance of the said account
and that this Deponent did settle the same Agreeable to the
Ballance or did so Adjust it with the Jointly with the Orgi-
nal Defendant and Cofs Complainant Robert Williamson
in this Cause and Cofs Cause — And more saith not to this
Interrogatory —

To the tenth Interrogatory this Deponent saith that he
knows of one Billard Table in Question in this Cause and
Cofs Cause and that it is in the same House and Place where
this Deponent now is when the Orginal Defendant and
Cofs Complainant bid this Deponent that he should have bought
it for Mr Sellers — that this Deponent was not known
whether the Orginal Complainant and Cofs Defendant Do
now did deliver the said Billard Table to the said Orgi-
nal Defendant and Cofs Complainant in this Cause
and that this Deponent was not known whether the

said Robert Williamson the said Original Defendant & Cross Complainant did ever at any time Remove or take away the said Bed and Table from the House called or known by the Name of the Madras Office House But the Dft did on the said Bed and Table in the aforesaid House nine Days ago and more Saith not to the 8th Int.

Interrogatory

Thomas Jones

S. Welch
Court

Mayor's Court at
Madraspatnam

Between Robert Williamson of Madras Inhabitant Orig. Plt & Cross Deft and Thomas Jones same Place Inhabitant Orig. Deft & Cross Complainant

Depositions of Witnesses taken in the Cause aforesaid before the Court as follows

Rungapah of Madras Native Indian aged 30 years or thereabouts produced as a Witness in this Cause & Cross Cause on the 17th day of 1776 Sworn in Court to the Office of the Register & Interpreter who also left the Room Table & Place of Deponent & afterwards on the same day being sworn & Deposeth as follows

1st Int.

To the first Interrogatory this Deponent saith, that he knows the Original Complainant & Cross Defendant Robert Barnett in this Cause & Cross Cause & that he hath to his knowledge for seven or eight years and that he hath also known the Original Defendant and Cross Complainant in this Cause & Cross Cause and that he hath so known him three or four years and more saith not to this Interrogatory

2nd Int.

To the second Interrogatory this Deponent saith, that he doth know that on Friday the seventeenth Day of January which was in the year of our Lord One Thousand seven hundred and seventy four the Original Complainant and Cross Defendant Robert Barnett in these Cause & Cross Cause did publickly & openly & publickly & Known by the Name of the Madras Office House in Pedda Naick Pettah Madraspatnam & that the said Original Complainant & Cross Defendants Household Furniture, Goods, Wares, Merchandizes, Liquors and Stock in Trade & that such said Effects were attached by the Sheriff by the Original Complainant & Cross Defendant himself, that this Deponent does not recollect who related Upon the said Attachment or Sale and more saith not to the Interrogatory

3rd Int.

To the Third Interrogatory this Deponent saith that he doth know that the Original Complainant & Cross Defendant Robert Barnett did purchase the said Bed and Table mentioned in these Interrogatories & that the same belonged to the Estate of James Dicard all the Effects in the House & Goods & Effects Dicard and Sworn to from all the time of his

Marked Except the three Large Broken Cueks and one pair of Billiards and Bandy taught in the answer saying that this Deponent does not know whether the same of the articles specified in the said Account do not belong to the Estate of the said Edward Sylvan Elliott and Article were Purchased by the said Elliott Rowe Esqr that was carried about informing People of the same contained in the said Account for the sale of the Effects of the said Edward Sylvan Elliott Esqr and that the said Elliott Rowe Esqr Complainant owed Sumes of the Deponent to pay or allow the Amount of the same on account of the said Original Defendant and Cross Complainant and that the said two Billiard Tables in question in this Cause and mentioned in this Interrogatory —

6th To the Sixth Interrogatory this Deponent saith that he knows that the two Billiard Tables in question in this Cross Cause and that they are in the Possession of the said Original Complainant and Cross Defendant Elliott Rowe Esqr and this Deponent saith that he knows one of the said Billiard Tables was in the House of the said Original Complainant and Cross Defendant Elliott Rowe Esqr at the time of the Death of the said Edward Sylvan Elliott Esqr and that the said Elliott Rowe Esqr Original Complainant and Cross Defendant did without the Consent or Knowledge of the said Executors of the said Edward Sylvan Elliott Esqr deceased remove the said one of the said two Billiard Tables and that the said Elliott Rowe Esqr Original Complainant and Cross Defendant did also without the Consent or Knowledge of the said Executors of the said Edward Sylvan Elliott Esqr deceased remove the other of the said two Billiard Tables in question in this Cause and that the said Original Complainant and Cross Defendant Elliott Rowe Esqr did remove the said two Billiard Tables in question in this Cause to the House of the said Original Defendant and Cross Complainant Robert Williams and that the said Original Complainant and Cross Defendant Elliott Rowe Esqr did not obtain the Consent or Knowledge of the said Executors of the said Edward Sylvan Elliott Esqr deceased to

Antonio Johnson of Madeira Inhabitant Aged 60 Years or there-
-abouts being Sworn on a Voire Dire in this Cause and Cross Cause comes on
the 1st day of May 1776 Signed at the Office of Mr Daniel Shaw who
is Attorney for the Original Complainant and Cross Defendant by Com-
-mand my Servant who also left them out of the Name Title and Place
of abode of the said Deponent and afterwards on the same day being duly
and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that He doth
Know the Original Complainant and Cross Defendant Elliott
Burrell in this Cause and Cross Cause and that He hath known him
from Twenty Years whereabouts and that He doth also know
the Original Defendant and Cross Complainant Robert
Williamson in this Cause and Cross Cause and that He hath
known him between Four and Five Years and more and
not to this Interrogatory

2d To the 2nd Interrogatory this Deponent saith that He doth know
of a Publick Outcry or Auction being made from Stinchcomb Lam-
-mon, Mary, Merchandize, Negro or Negroes being made by or under
the Management or Direction of Robert Williamson the Origi-
-nal Defendant and Cross Complainant about the Twenty Third
Day of February which was in the Year of Our Lord One Thousand
Seven Hundred and Seventy Four in or Near Charleston or Thereabouts
The Same belonging to the Estate of Edward Ayleworth Deceased
that this Deponent does not know the Reason why the said
Outcry Auction or Sale was not made by the Executors Legis-
-lative that Thomas Jones a Sergeant belonging to the Marshall
Court was employed as Crier one Day and as Marshalls Man

Mayors Court at
Madraspatnam

Between Charles De Hayde of Madras Inhabitant Original Complainant and Cross Defendant and Robert Williamson of the same Place Inhabitant Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

Depositions

Taken before the Examiner in this Court as follows viz.

Charles De Hayde of Madras Inhabitant Aged 46 Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 20th day of April 1776 by Agreement at the Office of Mr Daniel Shaw whose Attorney for the Original Complainant and Cross Defendant by Consent of my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as follows viz.

1st — To the first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

2d — To the second Interrogatory this Deponent saith that he hath to Reason known the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause for the Space of Eighteen Years or thereabouts and that he hath to Reason known the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause for the Space of Eight or Nine Years or thereabouts and More saith not to this Interrogatory

3d — To the third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

4th — To the fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

5th — To the fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

6th — To the sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

7th — To the seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

8th — To the eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

9th — To the ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

10th — To the tenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

11th — To the eleventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

12th — To the twelfth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

13th — To the thirteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

14th — To the fourteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

15th — To the fifteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

16th — To the sixteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

17th — To the seventeenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

18th — To the eighteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

19th — To the nineteenth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

20th — To the twentieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

21st — To the twenty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

22d — To the twenty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

23d — To the twenty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

24th — To the twenty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

25th — To the twenty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

26th — To the twenty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

27th — To the twenty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

28th — To the twenty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

29th — To the twenty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

30th — To the thirtieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

31st — To the thirty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

32d — To the thirty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

33d — To the thirty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

34th — To the thirty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

35th — To the thirty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

36th — To the thirty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

37th — To the thirty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

38th — To the thirty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

39th — To the thirty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

40th — To the fortieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

41st — To the forty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

42d — To the forty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

43d — To the forty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

44th — To the forty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

45th — To the forty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

46th — To the forty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

47th — To the forty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

48th — To the forty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

49th — To the forty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

50th — To the fiftieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

51st — To the fifty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

52d — To the fifty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

53d — To the fifty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

54th — To the fifty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

55th — To the fifty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

56th — To the fifty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

57th — To the fifty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

58th — To the fifty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

59th — To the fifty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

60th — To the sixtieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

61st — To the sixty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

62d — To the sixty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

63d — To the sixty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

64th — To the sixty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

65th — To the sixty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

66th — To the sixty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

67th — To the sixty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

68th — To the sixty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

69th — To the sixty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

70th — To the seventieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

71st — To the seventy first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

72d — To the seventy second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

73d — To the seventy third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

74th — To the seventy fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

75th — To the seventy fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

76th — To the seventy sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

77th — To the seventy seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

78th — To the seventy eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

79th — To the seventy ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

80th — To the eightieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

81st — To the eighty first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

82d — To the eighty second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

83d — To the eighty third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

84th — To the eighty fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

85th — To the eighty fifth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

86th — To the eighty sixth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

87th — To the eighty seventh Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

88th — To the eighty eighth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

89th — To the eighty ninth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

90th — To the ninetieth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

91st — To the ninety first Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

92d — To the ninety second Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

93d — To the ninety third Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross Cause and that he hath to Reason known him 18 Years or thereabouts and that he saith also Know the Original Defendant and Cross Complainant Robert Williamson one in this Cause and Cross Cause and that he hath to Reason known him Eight or Nine Years or thereabouts and More saith not to this Interrogatory

94th — To the ninety fourth Interrogatory this Deponent saith that he doth Know the Original Complainant and Cross Defendant Robert Barnet in this Cause and Cross

To the Sixth Interrogatory this Deponent saith, that he
Knows of Publick Outcry or Auction being made of some
Sold Goods Furniture Wares Merchandize Things or Effects
belonging to or under the Management or Direction of the
between the Original Defendant and Cross Complainant
about the Twenty third Day of February which was in the
Year of Our Lord One Thousand Seven hundred and Eighty
Five in a New Erected or Unfurnished House belonging to the
Estate of Edward Rylance Deceased and that the Original Def
and Cross Complainant told this Deponent, that the Sale
Outcry Auction or Publick Sale was intended by them to be
Register was an Account of the Consumption Debts &c
of carrying the said Goods to Effect to the Sale and
Black Mannes employed about the Premises
and no Slaves but was employed as Cryer
they were employed by the Original Defendant and Cross
Complainant that the Principal Part of the Goods
Effects and Wares the Property of Edward Rylance Deceased
but this Deponent has understood and believes that
Johnny Crow Quatto Mr Hardtack and divers
Negroes and Mulattoes belonging to the Estate of the
which belonged to Black Mans Inheritance but
most known at the time Sugar Allspice Black Pepper
were bought by the Books of the Original Defendant
Cross Complainant the Sale and which were the Property
of the Deceased the Property of the said Estate
such as to this Interrogatory —

To the Seventh Interrogatory this Deponent saith, that he
Knows that the Original Defendant and Cross Complainant
Edward Rylance deceased and that he was Executor
Testament and Last Will of the said Edward Rylance
Deceased and that he this Deponent hath seen the Original
Defendant and Cross Complainant Sign Seal and as his
Act and Deed Execute the Writing Obligatory Bearing Date
the Twenty third Day of February in the Year of Our Lord
One Thousand Seven hundred and Eighty Five and
Deponent hath seen the Original Defendant and Cross
Complainant Sign Seal and as his Act and Deed Execute
Writing Obligatory Bearing Date the Twenty third Day
February in the Year of Our Lord One Thousand Seven
and Eighty Five and that this Deponent hath seen the
Defendant and Cross Complainant Sign Seal and as his
and Deed Execute the Writing Obligatory Bearing Date
Twenty third Day of February in the Year of Our Lord
Thousand Seven hundred and Eighty Five and that

Mayors Courtat
Madraspatnam

Between Elliott Bowers of Madras Inhabitant Original Complainant and Cross Defendant and Robert Williamson of the Place Inhabitant Original Defendant and Cross Complainant

At the Suit of the Original and Cross Complainant

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

George Warner of Madras Aforesaid Esqr aged 26 Years Sworn and Examined on the Interrogatorys in this Cause on the Part of the Original Defendant and Cross Complainant on the 6th Day of May 1776 Signified and Appointed by Mr Daniel Shaw one of the Attorneys of this Court for the Original Defendant and Cross Complainant by Virtue of a Commission to him and other Persons directed for the Purpose of taking the Examination of Witnesses in this Cause and Dated the 4th Day of April 1776 and Returned into this Court on the 6th Day of May 1776 Sealed up Closed and Directed

To the first Interrogatory this Deponent saith that he is well acquainted with the Original Complainant and Cross Defendant and with the Original Defendant and Cross Complainant and that he has been so for the Space of about Eight Years last past and that he was well acquainted with the late Edward Rylance Deceased in his Lifetime and that he Died in the Month of December 1774 at Madras aforesaid

To the Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize of the said Edward Rylance Deceased in the Interrogatory Mentioned and that the same was held and Kept at the Dwelling House of the said Deceased and that the said Auction or Sale was Ordered and Appointed by the Orphan Court of Madras aforesaid and that the same was held and Kept on the Days in the Interrogatory Mentioned and that the Original Defendant and Cross Complainant was Employed as Auctioneer on the said Occasion and that this Deponent does not know whether any Person or Persons was Employed as Broker or Brokers on the said Occasion but that this Deponent does not know by whom the Original Defendant and Cross Complainant was Employed

To the Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Tenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Eleventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twelfth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fourteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Seventeenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Eighteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Nineteenth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twentieth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty First Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Twenty Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirtieth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty First Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Thirty Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fortieth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty First Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Forty Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fiftieth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty First Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Fifty Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixtieth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty First Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Second Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Third Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Fourth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Fifth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Sixth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Seventh Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Eighth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and that this Deponent does not know to whom the Goods Wares and Merchandize in the Interrogatory Mentioned were Sold at the said Publick Auction or Sale

To the Sixty Ninth Interrogatory this Deponent saith that he was present at the Publick Auction or Sale of the Goods Wares and Merchandize in the Interrogatory Mentioned and that he has been informed and believes that the Original Defendant and Cross Complainant Sold the Goods Wares and Merchandize in the Interrogatory Mentioned at the said Publick Auction or Sale for Ready Money and that he has been informed and believes that the Original Defendant and Cross Complainant received the Money for the same and

account and that the Deponent did Receive the Ballance or Adjust or Settle the same with Robert Williamson the Original Defendant and Cross Complainant and more saith not to this Interrogatory.—

8th ——— To the Eighth Interrogatory this Deponent saith He does Remember the Original Complainant and Cross Defendant did purchase at the before mentioned Auction or Auctions in the said House belonging to the said Estate of Edward Bylane One Large Cask for running Straw and three Large Broken Casks as the Account now produced and shown to this Deponent at the time of the Examination Mentioned to be that this Deponent does not know whether knows any Article Purchased at the said Auction which did not belong to the Estate of the said Edward Bylane when purchased by Captain Robert Williamson the said Original Complainant and Cross Defendant and Deponent Shall Point out to the Original Complainant and Cross Defendant Immediately this Deponent only Means of the Second Interrogatory or Allow the Account of the same as produced by the Original Defendant and Cross Complainant and Deponent for the Ballance Settled or Pasted in this Cause this Deponent knows and more saith not to the whole of the Interrogatory.—

George Morrell

S. Webster

Mayors Court at
Madraspatnam

1786

Between Captain Robert Williamson of Madras Inhabitant Original Complainant and Cross Defendant and Robert Williamson of the same Place Inhabitant Original Defendant and Cross Complainant On the Part of the Original Defendant and Cross Complainant

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

Cundapah of Madras Carpenter Aged 29 Years a Witness duely sworn in this Cause and Cross Cause on the Part of the Defendant and Cross Complainant saith on the 26th Day of April 1786 Personally appeared in Person at the Office of Mr Daniel Sheroke is Attorney for the Original Complainant and Cross Defendant by Compulsory Process to him Made of the Nature Title and Clause of Direction and Deponent and Afterwards at the same Day being Sworn and Examined Deponent Saith as Followeth to Wit.

To the First Interrogatory this Deponent saith He Knows the Original Complainant and Cross Defendant Robert Williamson in the Cause and Cross Cause and that He has Known him Four Years Aboard and Ashore and Deponent Knows Him Four Years Aboard and Ashore and More saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that He knows of Publick Auctions

held Goods Furniture Wares Merchandize things or things
made for or under the Management or Direction of Robt Watson
the Original Defendant and Cross Complainant made
the Twenty third Day of February which was in the Year of
Our Lord One Thousand Seven Hundred and Seventy Five in the
Erected or Messuage Dwelling House Belonging to the Estate of Edward
Sylvanus Durand — That this Deponent was not known to
Reason the said Cattrall Auction which was not made of the
Gate Keeper — The first Day of the said Cattrall Auction
was Employed as Cryer and that Thomas Jones one of the
Deponents was Employed the rest of the time the said Auction
Did — But this Deponent was not known by whom
so Employed and that some of the said Goods Wares
-ges which were sold at the said Public Cattrall Auction
belonged to Edward Sylvanus Durand deceased
-ween the Original Defendant and Cross Complainant
time to other Causes whose Names this Deponent
not and doth not recollect Interrogatory —

4th To the Eighth Interrogatory this Deponent saith that
doth know that the Original Complainant and Cross
fendant Cattrall Barrett did Purchase the Effects
Cattrall Auction and that some Part of the Effects
Edward Sylvanus Durand deceased and that the
bought on Long Credit and Security and Part of the
Being mentioned in the Account now produced and
whom at the time of the Execution marked D. E.
Deponent doth know that the Black Man Joe Cattrall

[illegible] in the said Account did not belong to the said Estate of the said
Edward Sylvanus at the time it was purchased by the said
Cattrall Barrett the Original Complainant and Cross Defendant
That this Deponent was not known whether the Watch
Articles Specified in the said Account marked E. did belong to
the Estate of the said Edward Sylvanus Durand or to whom
they did belong That the said Cattrall Barrett the Original
Complainant and Cross Defendant did not by this Depo-
nent or by the means of the Servant Name unknown Offer to pay
or allow the Amount of the same in Account of the said Ori-
ginal Defendant and Cross Complainant would pay for the
Billiard Table mentioned in the Cause this Deponent
know — not more doth not to this Interrogatory —

4th To the Tenth Interrogatory this Deponent saith that he
doth know the two Billiard Tables in Question in this Cause
and Cross Cause and that the said two Billiard Tables were
House that was formerly kept by Cattrall Barrett the Original
Complainant and Cross Defendant as Bench Warrs and which
Mr Sellers has since bought — That this Deponent was not
know whether the said Cattrall Barrett the Original Complai-
nant and Cross Defendant did or did not ever at any time sell
-ver the said Billiard Tables to Robert Watson the Origi-
-nal Defendant and Cross Complainant in this Cause —
That this Deponent was not known whether the said Robert
Watson the said Original Defendant and Cross Complai-
nant did or at any time Procure or take away the said two
Billiard Tables or either of them from the House called or
Known by the Name of the Old Coffee House — But this

Deponent saith Knows that they are still in the same
He saw them some time ago — And more saith not to
the last Interrogatory —

Thos Mark
of Deponent

J. Welsh
Exam.

Mayors Court at
Madraspatnam

Between Abdul Wa
of Madras Inhabitant Mer
Complainant and Cross Def
Robert Williamson of the
Place Inhabitant Merch
fendant and Cross Com
On the Part of the Complainant
fendant and Cross Def
On the Part of the Original De
fendant and Cross Complainant

Depositions of Witnesses taken on the Part

Before the Examiner of the Court of Request
Savory of Madras Butler aged 36 Years or thereabouts being
ed as a Witness on the Cause and Cross Cause on the Part of the
Defendant and Cross Complainant was on the 8th Day of Sept
Hour in the Forenoon at the Office of Mr Dundas the other Attorney
Original Complainant and Cross Defendant by and upon his
also left at the Dwelling House of the Said Thos Savory
Deponent and Examined on the same Day being duly Sworn and
Deponeth as follows viz

1st. To the first Interrogatory this Deponent saith that he
Knows the Original Complainant and Cross Defendant
both Parties

[illegible] Years
known him fifteen years or thereabouts — and that he saith
also know the Original Defendant and Cross Complainant
Robert Williamson in this Cause and Cross Cause and that he has
so known him four years or thereabouts — and more saith not
to this Interrogatory —

3d. To the Sixth Interrogatory this Deponent saith, that he doth
know of a Publick Outcry or Auction long Ride of some Chints
Old Goods, Furniture Wares, Merchandize Being or Things Be
ing made by or under the Managment or Direction of Robert
Williamson the Original Defendant and Cross Complainant
on about the Twenty third of February which was in the
year of Our Lord One thousand seven Hundred and Seventy
five in a House Called or the furnished House belonging to the
Estate of Edward Sylvance Deceased, and this Deponent Be
lieves that the Reason that the said Outcry Auction or Sale
was not made by the said Gate Keeper was because it was
too much trouble to carry the said Goods to the Sea Gate besides
paying the said Gate Keeper Two p.c Cent Commission on the
Sales of the said Articles and that this Deponent does not
Remember who was Employed as Cryer on the said Occasion
— and that all the Goods, Wares or Merchandize Articles or
Articles which were sold at the said Publick Outcry or Auction
belonged to Edward Sylvance Deceased as this Deponent
believes — And more saith not to this Interrogatory —

4th. To the Eighth Interrogatory this Deponent saith that he
doth know that the Original Complainant and Cross
Defendant Abdul Wahab did purchase at the aforementioned

Outcry or Auction in the said House belonging to the Estate of the said Edward Sylance One long Couch bought in the Name of Rangapah and One Pair of Bullocks and Bandy bought in the Name of this Deponent in the Accounts now produced and shown to him at this the time of his Examination Marked E. and that the said Sum stated specified in the said Account to belong to the Estate of the said Edward Sylance when purchased by Ottrell Barrett the Original Complainant and Cross Defendant and whether the Rest of the Articles mentioned in the said Account belonged to the said Estate this Deponent does not know to whom they do belong. That the said Ottrell Barrett the Original Complainant and Cross Defendant did not desire this Deponent to buy any of the said Articles for him nor did this Deponent buy any of the same in Account of the said Original Defendant and Cross Complainant nor did pay for the said Articles in Question in this Cause to the best of this Deponents Knowledge and Remembrance and more to this Deponent saith not to the ninth Interrogatory this Deponent saith that the said Purchase at Public outcry or Auction was made by or under the Arrangement of Robert Williamson the Original Defendant and Cross Complainant who was then in the House belonging to the Estate of the said Edward Sylance

year of Our Lord One Thousand Seven hundred and Seventy Five a Bandy and two Bullocks, and that this Deponent did about fifteen or Twenty Days afterwards go to the said Original Defendant and Cross Complainant and desire him to transfer the said Purchase of the said Bandy and Bullocks to the said Ottrell Barrett the Original Complainant and Cross Defendants Account, and that it was by the desire of one Rangapah Dubash to the Original Complainant and Cross Defendant - That this Deponent Requested the same to be transferred to the said Original Complainant and Cross Defendants Account as the said Rangapah told this Deponent that his Master Ottrell Barrett the Original Complainant and Cross Defendant wanted the said Bandy and Bullocks and that the said Rangapah accompanied this Deponent to the said Original Defendant and Cross Complainant when this Deponent went to desire that the said Transfer might be made - And that the Rangapah the Original Complainant Complainant and Cross Defendants Servant or any other Person to the best of this Deponents Remembrance did not desire the like Transfer might be made of any long Couch or Couches which he had bought at the said Outcry - And more saith not to this or the last Interrogatory

S Welch
Exam.r

(6)

Mayors Court at
Madraspatnam

Between Ottrell Barrett of Madras Inhabitant Original Complainant and Cross Defendant and Robert Williamson of the same Place Inhabitant Original Defendant and Cross Complainant

At the Request of the said Ottrell Barrett

and Cross Complainant

Depositions of Witnesses taken in this Cause by the Examiner on this Court as follows viz.

Irlapah of Madras Dubash Aged 28 Years or thereabouts being Sworn as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 25th day of April 1776 Sworn in Person at the House of Mr. Daniel Sheaf who is Attorney for the Original Complainant and Cross Defendant by Condapah my Servant who also left him a Note with the Name Title and Place of abode of the Deponent and after which 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 Deponent Robert Burnett in this Cause and Cross Cause and that he hath known him for the space of three years or thereabouts, and that he doth also know the Original Defendant and Cross Complainant Robert Williamson in this Cause and Cross Cause and that he hath known him for the space of three years or thereabouts and not to this Interrogatory.

2d ... To the Second Interrogatory this Deponent saith that he doth know the two Billiard Tables in question in this Cause and Cross Cause and that the said two Billiard Tables are in a House the Property of Pallon Deceased and formerly kept as a Punch House by Robert Burnett the Original Complainant and Cross Defendant in this Cause and Cross Cause, and that the said Robert Burnett the Original Complainant and Cross Defendant did take the said two Billiard Tables before the Suit commenced in this Court of Adawlut and that he this Deponent was present when the said Robert Williamson the Original Defendant and Cross Complainant in this Cause and Cross Cause delivered the said two Billiard Tables to the said Robert Burnett the Original Complainant and Cross Defendant in this Cause and Cross Cause but this Deponent cannot remember in what day or month the said two Billiard Tables were so delivered, that the said Robert Williamson the Original Defendant and Cross Complainant came into the said House and asked who was the Marker to the said Billiard Tables this Deponent replyed that he was and one Pistrack were whereupon the said Robert Williamson said the Original Complainant and Cross Defendant had nothing more to do with the said Tables for that he had bought them, this Deponent went and asked one Rungapah Writer to the said Original Complainant and Cross Defendant whether it were so or not the said Rungapah replyed that the said Original Defendant and Cross Complainant had bought them upon which this Deponent returned and delivered all the Sticks Balls &c belonging to the said Table Et that the said Robert Williamson the Original Defendant and Cross Complainant in this Cause never did remove or take away the said two Billiard Tables either of them from the House called or known by the Name of the Madras Coffee House and more saith not to this or the last Interrogatory

Sworn

J Welch
Examr.

Mayors Court at
Madraspatnam

Between Robert Burnett of Madras Inhabitant Original Complainant and Cross Defendant and Robert Williamson of the same Place Inhabitant Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

Depositions of Witnesses taken

1827

the Examiner in this Court as follows with

Historah of Madras Dubash Aged 21 Years or thereabouts being Cor-
-rect Witness in this Cause on the Part of the Original Defendant and Cross
plainant was on the 16th Day of April 1776 Sworn in Person the Cross
Mr Daniel Shaw who is Attorney for the Original Complainant
Cross Defendant by Candapah my Servant who also Left him at
the Name Title and Place of Abode of the said Deponent and after
on the same day being Sworn and Examined Deposeth as follows
1st ..... To the first Interrogatory this Deponent saith, that he
knows the Original Complainant and Cross Defendant
-with in this Cause and Cross Cause and that he hath known him
Six or Seven Years and that he saith he knows the Origi-
-fendant and Cross Complainant Robert Williamson with
in Cross Cause and that he hath known him Five
and more saith not to this Interrogatory —
2d ..... To the Second Interrogatory this Deponent saith, that he
knows the two Billiard Tables in Question in this Cause
Cross Cause and that they are Billiards Tables now in
the Property of Mr Allen Durand and formerly kept
Known by Citizen Bonnet the Original Complainant
Defendant and that the said Citizen Bonnet the Origi-
Complainant and Cross Defendant did deliver the said
billiards Tables to Robert Williamson the Origi-
and Cross Complainant in this Cause but this Deponent
this Deponent does not Remember what Day or Month
they were so Delivered but to the best of this Deponents
Citizen Bonnet two Years ago the said Robert Will
the Original Defendant and Cross

the Room where one of the said Billiard Tables was placed and
that the said Original Complainant and Cross Defendant had no-
-thing more to do with the said two Billiard Tables in question in
this Cause, and did this Deponent to deliver him all the Sticks
Balls &c belonging thereto, this Deponent went and asked
One Rangapah Worker to the said Original Complainant and
Cross Defendant whether the said Original Defendant and Cross
Complainant had bought the said two Billiard Tables, the
said Rangapah replyed that the said Original Defendant and
Cross Complainant had bought them, whereupon this Dep-
-ponent returned and delivered all the Sticks Balls &c belong-
-ing to the said Tables to the said Original Defendant and Cross
Complainant and that the said Original Defendant and
Cross Complainant took an account of the Sticks Balls &c
and locked them up but that the said Robert Williamson the
Original Complainant and Cross Defendant in this
Cause never did Remove or take away the said two Bil-
-liard Tables or either of them from the House called or
known by the Name of the Madras Office House
and more saith not to this or the last Interrogatory —

S. Welch

Deponent

Sworn! —

Mayors Court dl
Madraspatnam

Between Cattadee of Madras Inhabitant Original Complainant Defendant and Robert Williamson of the same Place Inhabitant Original Defendant Complainant

On the Part of the Original Defendant and Cross Complainant

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

Srivengadum of Madras Caste aged 37 Years a Witness produced in Writing in this Cause and Cross Cause on the Part of the Original Defendant and Cross Complainant on the 20 day of April 1767 Sworn in Court at the Office of Mr Daniel Shaw where attending for the Original Complainant and Cross Defendant by Mr Dupuy his Attorney who also left him a Note of the Name Title and Place of Abode of the Deponent and afterwards on the same day being drawn and Cross Deponeth as followeth viz

1st ..... To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant in this Cause and Cross Cause, and that he knows him Eight or Nine Years and that he doth also know the Defendant and Cross Complainant Robert Williamson in this Cause and Cross Cause and that he knows him about Eight or Nine Years and more and to the Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he doth know the Custom of the Sales of Goods or Merchandize made by the Sea Gate Register and that the Sea Gate Register is answerable to and does account with the Owners or Proprietors of the Articles or Sale and Vendors for the same and that the Purchasers thereof are answerable to and such Purchasers do account with the Sea Gate Register for the Different Articles which they so purchase, and this is the Custom with regard to Sales of Goods by the Sea gate Register as to the Names of the Owners of such Goods as mentioned in the Advertisements or Publick Notice thereof and more to this not to the Interrogatory

3d ..... To the third Interrogatory this Deponent saith that to the best of his Recollection the Sea gate Register informed the Buyers for the Sale of Horses and Sheep and the Owners of such Horses and Sheep as to Receive the Money from the Purchasers and that the said Owners are to receive out of the Money immediately and desire the Sea gate Register to deduct the Money and Deduct Two p Cent Commission on such Sales and more to this Interrogatory

Sworn before me
P Wilde
Com.r

Srivengadum

18

Mayors Court at
Madraspatnam

Between Ottrell Barnett
Madras Inhabitant Original
Complainant and Cross Defendant
and Robert Williamson of the same Place Inhabitant
and Defendant and Cross

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

Cashawah Pullah of Madras Master Aged 20 years
about being Produced as a Witness in the Cause and Cross Cause
the 22. day of April 1776 Sworn in Person the Office
Daniel Shaw who is Attorney for the Original Complt
Cross Defendant by Virtue of a Power to him Produced
in the Name Stile and Place of Part of the Defendant
Defendant and the same being sworn and Examined
speaks as follows

1st. To the First Interrogatory this Deponent saith
that he knows the Original Complainant and
Defendant Ottrell Barnett in this Cause and
Cause and that they Remained for the
and that he the Deponent knows the Original Defendt
Cross Complainant Robert Williamson in
and Cross Cause and that he has known
Seven Years and upwards and to the

2d To the Second Interrogatory this Deponent saith he
knows the Customs of the Sales of Goods
Gate Register and that the Sea gate Register is answerable to and
does account with the Owner or proprietor of the Articles to
sold and by whose desire here sells the same and the purchasers
Bills are answerable to and such Purchasers do account
with the Sea Gate Register for the different Articles which they
so purchase and this is the Custom with regard to Sales of Goods
by the Sea gate Register all the Names of the Owners of such
Goods as mentioned in the Manifestments or Publick Notice
thereof and more saith not to this or the last Interrogatory

Cassava

Mayors Court at
Madraspatnam

Between Ottrell Barnett
of Madras Inhabitant Original
Complainant and Cross Defendant and
Robert Williamson of the same place
Inhabitant Original Defendt
and Cross Complainant

Depositions of Witnesses taken in this Cause

by and before the Examiner in this Court as follows

Mr John Dea Souza of Madras Merchant aged 129 years or thereabouts
being produced as a Witness in the Cause on the Part of the Original Defendant
and Cross Complainant on the 2d Day of November 1776 Sworn for the
Office of Mr Daniel Shaw who is Attorney for the Original

Depending and at Issue in the Honble
the Mayors Court at Madraspatnam
wherein Ettrill Barnett of Madras
Inhabitant is Original Complainant
and Cosp Defendant and Robert
Williamson of Madras Sea Trader and
Inhabitant is Original Defendant
and Cosp Complainant.

To all the Witnesses } 1st Do You know the parties Complainant and Defendt.
in the above Cause and Cosp Cause or either of them, if Yes
how long have You so known them or either and which of
them Declare.

To Calixtro de Rozario
Subaiah Boacheraw
and James Lear } 2d Do You or do You not know the hand
Writing of Edward Aylmer in the Power
-ding these Causes named, If Yes, Do You or do You not
know or Verily believe that the Paper Writing now produ-
-ced and shewn to You at this the time of your Examina-
tion Marked A.B. on the Name Edward Aylmer there-
unto put is or is not of the hand of the said Edward Aylmer
writing or of any other Person or Persons Hand writing and who
by name by the Order or Consent of the said Edward Aylmer?
Declare and set forth each and every Particular as You know
have been informed or do believe together with the Reasons
of such your knowledge and belief.

To Lieutenant Thomas
Bedford, Captain
Isaac Manuzy and
James Lear } 3d Do You or do You not know the hand writing
of James Allen in the Proceedings in these
Causes Named, If Yes Do You or do You not know

Cosp Defendant by Command my Servant who also left him Note of
Name Title and Place of abode of the said Deponent and afterwards the
same day being sworn and Examd Deponth as followeth

1st. To the first Interrogatory this Deponent saith that he
knows the Original Complainant and Cosp Defendt
Ettrill Barnett in this Cause and Cosp Cause and that he
is known him Eight or Ten Years and that he also
knows the Original Defendant and Cosp Complainant
Robert Williamson in this Cause and Cosp Cause and that
he hath or known him Four or Six Years and more and
to this Interrogatory

12. To the first Interrogatory this Deponent saith that he doth
know that in or about the Latter end of May last
the Sum Demanded in the
Bill Sum Demanded is often Demanded in
of Seven Pagodas and not paid the Complt
certainly a Right to Claim Interest upon it and
all these Causes generally determined and
the Agreement Made and more to the
to the first Interrogatory

John D'Fell

S Welch
Exam

Additional Interrogatories
to be Administered to the Witness
shall be produced and Sworn and Exd
on the part and behalf of the Original
Defendant and Cosp Complainant
Ettrill Barnett and Cosp Cause

believe that the Paper writing now produced and
to you at the time of your Examination No 2
Name James Sellar thereunto put or cause
his the said James Sellar's Hand writing Pro
other Person or Persons Hand writing and also
of the Will or Codicil of the said James Sellar Decea
before and had any Particulars as you know
informed or do believe together with the Reasons
your Belief fully as if you had been
orderly interrogated

James Sellar

Sworn at Edinburgh
this Eighth Day of
February One thousand
Eight hundred and

Know All Men by these Presents that I Edward Ryland
of Lime Carpenter in Midcapletown in the Island
County of Bucks and John Jackson of
in the said Island Gent of Midcapletown in the Island
and Attorneys named in the Power hereinafter
Joint and several their true and lawful
and by these Presents do make, ordain, constitute
in the Name and appoint Richard Watson
free Trader in Canada to be my true, certain and Lawfull Att
torney, for me and in my name, and to and for my proper
use and behalf to demand, sue for, recover and receive of
all Lawfull ways and means whatsoever, of and from all and
every Person and Persons whomsoever, whom it doth, shall
or may concern, all and every such sum and Sums of Money,
Debts, Dues, Goods, Effects and things whatsoever, which
now are and shall be and grow due, owing, payable or belong
ing to me the said Edward Ryland from the said John Jack
son and Attwell Barrett upon or by virtue of any Bill, Bond,
Book, or upon Account of trading or dealing, or upon any
Account, ways or means in any other wise howsoever, and
if need be to call to Account and bring to a Reckoning all
any Person or Persons concerned in the premises; and upon
Receipt and Recovery of all or any such Sum or Sums of
money, Debts, Dues, Goods, Effects, or other Things or any
part thereof, Sufficient Acquittances and Discharges for
me and in my name from time to time to make and give,
Giving and by these Presents granting unto my said Attor
ney full Power and authority in and touching the premises,
to use, pursue, arrest, stock, seize, sequester, implead, impri
son, condemn and prosecute, and there and thence again
to acquit, discharge, and out of Prison to release, also for me
to appear in my Person to represent in all or any Court or
Courts or other places as demandant or defendant in any
Suit, Action or Appeal for or by reason of the premises, like
wise one or more Attorney under him to set, substitute and
appoint and again at pleasure to revoke, and

between Elliott Scandle
Scandle & Robinson Complainants
and Cap Defendant
Robert Robinson of the
Town Madraspatnam and late
Lieut Engineer Defendant
Cap Complainant
Exhibits in the Engineer Office
and Cap Complainant

Mayors Cutcherry
Madraspatnam

Between Elliott
Scandle, Robinson Complainants
and Engineer Complainant
and Cap Defendant
Robert Robinson of the
Town Madraspatnam and late
Lieut Engineer Defendant

Depositions of Witnesses taken this Court
Christa de Rogario of this Town Inhabitant aged 58 Years or
thereabouts being duly Sworn on the Holy Gospels of
God Deposeth and Saith that on the 16th Day of November 1777 Cap Cross came to
who is attorney for the Engineer Complainant and Cap Defendant

Depositions of Witness taken in this Cause by and before the Examiner in this Court as follows viz.

Cadian Rama Brachman of Madras Armenian Aged 35 Years or thereabouts being Produced as a Witness in this Cause and Cross Cause on the Part of the Original Defendant and Cross Complainant was on the 3d Day of December 1777 Sworn in Court at the Office of Mr. Daniel Shaw who is attorney for the Original Complainant and Cross Defendant by Consent and Examined Deponent and afterwards on the same Day being Sworn and Examined Deponent saith as follows viz.

1st To the first Interrogatory this Deponent saith, that he does not know the Original Complainant and Cross Defendant Ettoll Benatt in this Cause and Cross Cause, but that he doth know the Original Defendant and Cross Complainant in this Cause and Cross Cause and that he hath so Known him about three years — and more saith not to this Interrogatory —

2d To the second Interrogatory this Deponent saith, that he does not know the Hand Writing of Edward Sylvance in the Proceedings in these Causes Named, but this Deponent thinks that the Name Edward Sylvance Subscribed to the Paper Writing now produced and Shewn to him at this the time of his Examination Marked No 1 is the Hand Writing of the said Edward Sylvance — and more saith not to this or the last Interrogatory —

J Welch Esqr

Mayor's Court at
Madraspatnam

Between Ottrell Barrett
Esqr Inhabitant Original Com-
plainant and Cross Defendant
Robert Williamson of Madras
Soldier and Inhabitant Origi-
Defendant and Cross Complai-
On the Part of the Origi
Dant and Cross Complai

Depositions of Witnesses taken in this Cause
the Court in this Court as follows viz

Thomas Lear of Madras Farmer Aged 41 Years being
Witness in this Cause and Cross Cause on the Part of the
and Cross Complainant was on the 11th Day of November 1777
the Affidavit of Daniel Shaw who is Attorney for the Origi
and Cross Defendant by Corporal Leonard whole Affirm
of the Cause to the Cross Interrogatories of the
Defendant and being Examined and Cross Examined
Interrogatory

1st. To the first Interrogatory this Deponent saith that he
Ottrell Barrett the Original Complainant and Cross
in this Cause and that he has seen him transact
and that he has frequently seen Robert Williamson
Original Defendant and Cross Complainant in this
Cross Cause but was not personally acquainted with
yesterday and more saith not to this Interrogatory

2d. Saith he knows

Proceeding in these Causes Named and that this Deponent saith
verily believe that the Name Edward Aylmer Subscribed to the
Paper Writing Marked No 1. now produced and shown to him at the
time of his Affidavit is the of the said Edward Aylmer Hand Writing
and More Saith not to this Interrogatory —

3d. To the Third Interrogatory this Deponent saith that he positively
believes that he does know the Hand Writing of James Sellers in the Pro-
ceedings in this Cause Named and that this Deponent saith Verily
believe that the Name James Sellers Subscribed to the paper Writing
now produced and Shewn to him at this the time of his Examina-
tion is of the said James Sellers Hand Writing — and more saith
not to this or the 1st Interrogatory —

Thos Lear

Sworn in Court

Mayor's Court at
Madraspatnam

Between Ottrell Barrett Esqr of the
Town Inhabitant Original Complai-
nant and Cross Defendant and Ro-
bert Williamson of Madras Soldier
ier and Inhabitant Original De-
fendant and Cross Complainant
On the Part of the Original Defend-
and Cross Complainant

Depositions of Witnesses taken in this Cause by and before
Sworn in this Court as follows viz
Simon Thomas Redford In the Service of the Honorable
East India Company Aged 29 Years being Produced as a Witness in this
Cause and Cross Cause On the Part of the Original Defendant and Cross Com-
plainant was on the 11th Day of November 1777 by
Daniel Shaw who is Attorney

Defendant by Cond[uc]t my Servant who also left him Ansr[s] of the Title and Plea of Mores the 2nd Deponent and afterwards on his being Sworn and Examd Deposeth as followeth —

1st To the First Interrogatory this Deponent saith, that he knows the Original Complainant and Cross Defendant Ottiwell Barnett in this Cause and Cross Cause, but that he doth know the Original Defendant and Cross Complainant Robert Williamson in the Cause and Cause, and that he hath so known him three Years and upwards and more saith not to this Interrogatory —

2d To the 2nd Interrogatory this Deponent saith, that he doth know the Hand Writing of James Sellers in the Proceedings of this Cause named, and that to the best of this Deponents Knowledge and Belief the Name James Sellers Subscribed to the paper Writing marked W. 2 now produced and Shewn to him at the time of the Examination of the said James Sellers Interrogatory

And more saith not to the 2nd Interrogatory

J. W. Roe
Exam[r]

Mayors Court at
Madraspatnam

Between Ottiwell Barnett
Plaintiff
and
Robert Williamson
Defendant

In the Court of the Original Complainant and Cross Defendant

Deposition of

the Examiner in this Cause Sworn saith —

Captain Isaac Manoury late Servant of the Honorable the East India Company Aged 47 Years being Produced as a Witness in this Cause and Cross Cause on the part of the Original Defendant and Cross Complainant was on the 18th Day of November 1777 Signified at the Office of Mr. Daniel Shaw who is Attorney for the Original Complainant and Cross Defendant by Cond[uc]t my Servant who also left him Ansr[s] of the Name Title and Cause of the Title of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st To the First Interrogatory this Deponent saith, that he hath known Ottiwell Barnett the Original Complainant and Cross Defendant in this Cause and Cross Cause several Years by sight, and that he doth know Robert Williamson the Original Defendant and Cross Complainant in this Cause and Cross Cause, and that he hath so known him Six Years and upwards — and more saith not to this Interrogatory —

2d To the Third Interrogatory this Deponent saith, that he believes he doth know the Hand Writing of James Sellers in the Proceedings in these Causes named and that to the best of this Deponents Knowledge Belief and believe the Name James Sellers Subscribed to the paper Writing now produced and Shewn to him at the time of the Examination Marked W. 2. is the Hand Writing of the said James Sellers — and more saith not to the 2nd Interrogatory

J. W. Roe
Exam[r]

J. Manoury

38

-192-

Mayors Court at Madraspatnam

Wednesday the 5th of September Anno Domini 1787

Present

Benjamin Roebuck Esqr Mayor
James Call
D Will.m Webb
Aldermen

Between Cthull.e
Moors Inhabitant
D Robt Williamson
Moors agent
Defendant

This Cause Coming on to be heard D Robt Williamson the Original Complainant Exhibited his Complaint bill with Amount of Plaint and Original Defendants Answer with Amount of the same Exempt Court Marked B and the Original Replication, Rejoinder Sur Rejoinder Interrogatories & Depositions on the part of the Original Complainant with Papers Marked A B C D & the Original Defendant with Papers Marked A B C D E F & G Interrogatories & Depositions on the part of the Original Defendant with Papers Marked A B C D E F & G and the Court having maturely heard the Allegations & Proofs on both sides & duly considered the same

Defendant do pay unto the Original Complainant the Sum of One Hundred and Fifty Pagodas & five Fanams / Pagodas 150 - 5 - / together with such Interest as now is or shall hereafter become due thereon or until full Payment is Made deducting therefrom the Sum of Ten Pagodas / Pags 10 - - / which is Allowed & by the Original Complainant in his Application to be due to the Original Defendant with such Interest as now is or shall hereafter become due thereon until full Payment is made together with Double Costs of Suit and it is further Ordered and Decreed that the said Bill do stand Dismissed with double Costs to be paid by the said Complainant

Per Cur

Court of Appeals
of
Madraspatnam

Thursday the 13 February Anno Domini 1788.

Between Robt Williamson of Moors Inhabitant Appellant
& Cthull Ramath of the same place Inhabitant Respondent

This Cause Coming on this day to be heard & debated before the Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the said Court held by the Mayors Court together with the Decree of the said Court given in this Cause on Wednesday the 5th day of September Anno Domini 1787

Said Annexed Obligation by a Certain Bond or Obligation bearing
date the Thirteenth day of November in the Year of Our Lord One
Thousand Seven hundred and Eighty Six, Bound himself and
his Heirs Executors and Administrators firmly and truly to pay or Cause to be paid unto your Orator the Sum
of Seven hundred and Ten Pagodas within Two Months from the
date thereof, as will more fully and at large appear by a Copy
of the said Bond or Obligation hereunto Annexed for the Inspec-
tion of this Honble Court, which Your Orators pray may be
admitted as part of this Your Orators Bill of Complaint, the
Original of which is in Your Orators possession, and ready
to be produced whenever Your Orator shall by this Honble
Court be thereunto required Your Orator further Sheweth
unto this Honble Court, that in the Charter Granted by his
late Majesty George the Second to the Honble the United
Company of Merchants of England Trading to the East Indies,
being date the ninth day of January which was in the Year
of Our Lord One Thousand Seven hundred and Fifty Six,
it is Expressly Entered and provided, that it shall and
may be Lawfully for this Honble Court to hear and deter-
mine all Civil Suits, Actions or Pleas, between any of the
Indian Natives, that shall or may arise or happen within
the Town of Madraspatnam, or within any of the Factories
Subject or Subordinate to Fort Saint George, provided that
both parties shall by Consent Submit the same to the
determination of this Honble Court Your Orator further
Sheweth unto this Honble Court that the said Bond or
Obligation is made Drawn by the Consent and agree-
ment of the said Annexed Obligation which in every
Conformity

Filed 24 July 1793

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Chingumal Subject
Madras Inhabitant, that Annexed hereto
Island Stands partly and truly Indebted unto Your
the full and Just Sum of Seven Hundred and
Pagodas and Eight Fanams Current Money of
king in Sterling Money of Great Britain, the
Eight Shillings for every Pagoda, Balance of the
Ninety Five Pagodas and Fourteen Shillings
more fully and at large appear by a Copy of the
hereunto Annexed for the Inspection of this Honble
your Orator prays may be admitted as part of
Orators Bill of Complaint, the Original of which
Orators possession and ready to be produced whenever
Orator shall by this Honble Court be thereunto
Your

Majestys Charter respecting Indian Natives herein before by which Your Orator is Enabled, rendered fully Competent legally Qualified to prosecute this Your Orators Suit in this Honble Court against the said Annamahellum Your Orator therefore unto this Honble Court that the said Annamahellum hath not nor hath any one for him paid or Caused to be paid unto Your Orator or unto any one for Your Orator either the whole or any part of the money mentioned in the said Bond or Obligation though the time limited for payment thereof is Expired Your Orator further sheweth unto this Honble Court that he hath frequently entreated and in a manner requested payment from the said Annamahellum of the said Sum of Seven Hundred & Thirty two Pagodas & Fanams

But now so it is may it please this Honble Court that the said Annamahellum well Contriving & fraudulently & unjustly to defraud Your Orator of the said Sum of Seven Hundred & Thirty two Pagodas & Fanams pretends that he has not any Money in his hands belonging to Your Orator or that he owes him any Money or Effects sufficient to discharge the Debt aforesaid & refuses to pay the same to Your Orator although he well knows the premises and that the said Sum of Seven Hundred & Thirty two Pagodas & Fanams is justly due & owing to Your Orator from the said Annamahellum & ought to be paid to him by the said Annamahellum but he refuses so to do to the great damage of Your Orator

To the End therefore that the said Annamahellum may upon his Corporal Oath true Direct and perfect Answer make to all & singular the Premises as fully truly perfectly & distinctly as if the same were hereinafter repeated & he thereunto particularly & specially interrogated & that he may be decreed to pay unto Your Orator the said Sum of Seven Hundred & Thirty two Pagodas & Fanams together with all such Interest that now is or shall hereafter may become Due thereon & the Costs of this Suit

May it please this Honble Court to Cause the said Annamahellum to be summoned & required by the Sheriff of Fort St George Some of whose Deputies or Deputy is to serve this Subpoena & the Directions thereof personally to be & appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and appointed, then and there to Answer this Your Orators Bill of Complaint & further to stand to and abide by such order and Decree therein as to this Honble Court shall seem meet

22 Febry 1783.

This Bill was sham to me
in the day of Adjournment
Let a summons issue Returnable
next Court day
Wm Webb
Mayor

Thomas Jones
Atty for Compt

Dr Annamahellum in Account Current with Thos Jones Atty &c

1782				1783			
Nov 15	To the Amount of Mortgage Bill of this date	700	—	Feby 17	By Bottom Dew	732	8
1783 Feby 20	To Interest on ditto from 15 Nov 1782 to this day 93 D. 3 M. 5 D. @ 1 Pct per Annum	24	8				
		732	8			732	8

Fort St George 17 Febry 1783
Errors Excepted

Pagodas 732 8—

Translation of a Mortgage Bond Dated the 13th of November

I Aroonachellum Depdy Sumbr to January
give this Mortgage Bond to Chinguma Chetty of the City
of Madraspatnam for my request Aroonachellum Mortgages to
the Rents and Grounds situated at Mottal Chetty
Garden in Old Mangoe Street on the Eastward by
North side to Gunga Chetty Pillayes House and on the
to Arunachella Chetty's House together with the Ba
Ld from Saby Chetty Vizy Deputy and Bounded
and of your Rents of (710) Seven hundred Pa
Current Money of Madras which I have Recd
you now before the Expiration of two Months from
I do not to my knowledge or have it in my
of Aroonachellum Indefault of the said Payment the
improved to me or to the Right Heirs Ex
all Rents Issues and profits growing out of the
trust I do not make any offering which I
make good to you Pillayes Venatachellum
gaba by their knowledge drawn by Vend

Witness Signed
Gopaloo

[illegible] signed Aroona

Aroonachellum
Mottal Chetty Garden

Mayors Court at Madraspatnam

Tuesday the 25th day of February Anno Domini 1783

Present

William Webb Esqr Mayor
Edward Garrow and Thomas Cooper
Aldermen

Between Chinganah Shetty of the City of Madras Inhabitant Complainant and Aroonachellum of the same place Inhabitant Defendant

This Defendant being in Court and Acknowledging the Justness of the Complainants Demand The Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Full and Just Sum of Seven Hundred and Thirty two Pagodas and Eight fanams /Pags 732-8-/ together with such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

Fd 16th June 1781

To the Honble the Mayor
Court at Madras

Humbly Complaining Sheweth

Unto Your Honble Court Your Orator Collingwood Rodbard
Owner and Commander of the Merchant Ship Ravens
burden Six Hundred Tons or thereabouts that the
said Ship lay in the River of Bengal in the Month
of August and September last past and whilst she
so lay Your Orator being then at Calcutta did agree with Cha
Grand Calcutta for the Freight of Sundry Bales
and amongst the rest for the Freight of Three Hundred
Five Hundred and Eighty Bags of Rice to be
delivered at Madras aforesaid and Your Orator further
that he learned of the Honble the Governor and
Council of the Presidency of Fort William aforesaid
Sum of Twenty Five Thousand Sicca Rupees
ment to be Sent according to the Custom of the
Orator passed his Bond together with
Surety which Bond Your Orator could not
said in the said Month of September aforesaid
Orator further Sheweth that after the last mentioned
said Bond he agreed with the said Governor
Council for the Loading of Bags of Rice at
said at the Rate of Six Rupees Eight

Bond at the rate aforesaid until the whole was paid off
and discharged And Your Orator sheweth that by reason there-
of and of having taken other Articles for his own account
as well as on Freight for Madras aforesaid Your Orator was
induced to insure the Sum of One Hundred Thousand Current
Rupees on the said Ship Ravens worth and her Cargo for his
own account and from the said River of Bengal to
Madras aforesaid and as the Season was then advanced
and the time of the North East Monsoon was approaching
Your Orator was obliged to pay at the rate of Five per Cent
for Premium of Insurance from the said River of Cal-
cutta to Madras aforesaid so that Your Orator did actu-
ally pay the Sum of Five Thousand Current Rupees for
the said Insurance And Your Orator further sheweth that
he being at that time determined to make the Roads of
Madras and not to proceed further than to Madras did
actually make the said Insurance of One Hundred
Thousand Current Rupees to the Roads of Madras only
and for fourteen days after in order for the Landing of
the said Rice and such other Articles as he had on Board
for Madras aforesaid and the said Insurance did not extend to
any other Port Haven or Road whatsoever beyond Madras aforesaid
and Your Orator sheweth that among the Articles of Freight
for Madras aforesaid Your Orator likewise has Quantity of Rice
-sure Contents unknown from Messrs Coats and Johnson of
Calcutta Merchants which were consigned to Messrs Moss
De Castro Thomas Pelling & Co of Madras Moss

and more resident at Madras aforesaid and who are Ope
in Debt which said Two Clerks of Treasure were made
Board the said Ships Ramsworth more but the Eighte
day of the said Month of September for which said Two C
of Treasure Your Orator as Commander as aforesaid h
Proper Bills of Lading for the same from, and Your O
sheweth that having completed his intended Cargo f
Seas aforesaid and having Received on Board as afore
as Passengers for Madras aforesaid Your Orator might
anchor in order to proceed with his said intended Voyage
Madras aforesaid and took leave of the Pilot imployed
of Bengal more about the Eighth day of October last
and which was in the said Year of Our Lord One Thou
Seven Hundred and Eighty and proceeded to the Southward
without Meeting with any material accident by Wind
Weather until about the Seventeenth day of
of October when Your Orator being abreast
were Eight Leagues off of the Ground - Orator
Almost stands about Eight Leagues to the W
of Madras aforesaid was looking out for the same
Orator sheweth that on the said Seventeenth day of
Gale came on from the Northward and Northward
was so violent as to oblige Your Orator to
Harbour where he lay at Anchor with
continued for thirty hours when Your Orator was
induced by observation that he was then forty Mi
the Southward

and the nearer approach of the said North East Monsoon Your
Orator thought it prudent to shape his Course for the Harbour
of Trincomalie in the Island of Ceylon there to continue till
the Violence of the said Monsoon should have been over but
your Orator sheweth that the Wind continued unfavourable
and the Current so strong to the Southward as to
prevent Your Orator from making the said Harbour of
Trincomalie And Your Orator further sheweth that for the
Reasons aforesaid and because the Weather then began to
look very bad Your Orator thought it most prudent to
shape his Course directly for the Malabar Coast and Your
Orator sheweth that he arrived at Point De Galle on the first
day of November in the said Year of Our Lord One Thousand
Seven hundred and Eighty and did arrive at Bombay in the
Twenty fourth day of December in the said Year of Our Lord
One Thousand Seven hundred and Eighty and Your Orator sheweth
that he Continued at Bombay till Rear Admiral Sir Edward
Hughes Knight of the Bath and Commander in Chief of His
Majesty Naval Forces in India arrived for Madras as
aforesaid and about the Second day of the present Month of
June And Your Orator further sheweth that on the Eighth day of the
said Month at Madras to wit at the fourth day of the
month of June which is in the Year of Our Lord One Thousand
Seven hundred and Eighty One One Master John Sykes whom
your Orator is informed is one of the Attorneys of this Honble
Court and a Notary Public duly admitted and sworn
under and by virtue of the Authority to him for that purpose
given and granted by this Honble Court and Your Orator

purporting to be as Your Orator has been informed
which said Paper Writing is in the possession of Your
and ready to be produced when required and which
Writing is in the Words and Figures following that is to

On this Day being the Fourth
June in the Year of Our Lord One Thousand Seven
Eighty One before John Sykes Notary Publick
and Practising at Fort Saint George in the East Indies
ful Authority duly Admitted and Sworn Personally
Mess.rs Moses De Castro Thomas Billing and John
Fort St.t George aforesaid Merchants and Declared
that is to say, That Mess.rs Castro and Johnson
merchants and on the Eighteenth day of September
was in the Year of Our Lord One Thousand
and Eighty Nine two Chests of Treasure containing
four hundred and Sixty Seven Star Pagodas
Thousand Six hundred and Sixty four Current
Calcutta four Annas and Six Pice on the Ship
Captain Billingwood Rotham Commander
Sea and Consigned to the said Declarants for
ment Ground by Sea from Cuddalore Roads to
Thomas Billingwood Rotham on Board the
the said Engagement provided the Master
Bombay instead of Coming to the Port of Madras
the said Treasure aforesaid Thomas
that they or Either of them the said Billingwood
had determined to Carry the said Declarants
out of the Course

intended deviation to the great loss Detriment and Damage
of the said Sir Eyre Coote by the long delay of time loss of Interest
additional Insurances &c occasioned thereby the said Declar-
-ants further say that on their hearing of the Arrival of the said
Billingwood Rotham with the said Ship at Bombay they
the said Declarants addressed a Letter to him under date the
Nineteenth day of February last thro the Channel of the Presi-
-dent and Council of Fort Saint George directing the said Billing-
-wood Rotham to deliver the aforesaid Treasure to Major
General Goddard which they understand has not been done,
The said Declarants further say that understanding the said Billing
-wood Rotham is now Arrived at the Port of Madras they the
said Declarants took Proper to make this Protest Wherefore
I the said Notary at the Request of the said Mess.rs de Castro, Billing
and Johnson Declarants Protested and by these Presents solemnly
Protest against the said Billingwood Rotham Ground and
of all and any Loss and Losses Costs Charges Interest damages and
prences which the said Sir Eyre Coote and the said Mess.rs Castro and
Johnson and all and every other Person and Persons who shall and whom
soever have Suffered Sustained paid or been put to or which he
they or any of them shall or may Suffer Sustain pay or be put to or
all or any Loss Cost whatsoever by Occasion or on Account of the said
Billingwood Rotham Deviating from the said Voyage to Madras
and not delivering the said Treasure to the said Declarants as he
should have done and did undertake to be performed.

Signed Moses de Castro
Billing & Johnson

Thus Done and Protested in Fort St.t George aforesaid the Day
Year first above written

Before Me John Sykes
Notary Publick

purporting to be as Your Orator has been informed
which said Paper Writing is in the possession of Your
and ready to be produced when required and which said
Writing is in the Words and Figures following that is to

On this Day being the fourth
June in the Year of Our Lord One Thousand Seven hund
Eighty One before John Sykes Notary Publick Do
and Practising at Fort Saint George in the East Indies
ful Authority duly Admitted and Sworn Personally
Mess.rs Moses De Castro Thomas Billing and John
Fort St.t George aforesaid Merchants and Declared as
that is to say, That Mess.rs Castro and Johnson of the
Merchants and the Eighteenth day of September
was in the Year of Our Lord One Thousand Seven hund
and Eighty Nine two Bales of Broad Cloth Eighty
four hundred and Sixty Seven Yards Eighty
Three Hundred and Sixty four Yards Broad Cl
Calicoes four Cases Dollars in the Ship
Captain Billingwood Roddam Commander
Voyage and Consigned to the said Declarants for the
Consent Ground Sir Eyre Coote Knight of the
Said Billingwood Roddam in Council
the said Engagement provided the Weather
Bombay instead of Coming to the Port of Madras
the said Insurance of and from the said Declarants
that they or any of them the said Billingwood
Determined to Come to the said Declarants
rest of the Cargo

intended deviation to the great loss Detriment and Damage
of the said Sir Eyre Coote by the long delay of time, loss of Interest
additional Insurances &c occasioned thereby, the said Declar-
-ants further say that on their hearing of the Arrival of the said
Billingwood Roddam with the said Ship at Bombay they
the said Declarants addressed a letter to him under date the
Nineteenth day of February last thro the Channel of the Presi-
-dent and Council of Fort Saint George directing the said Billing-
-wood Roddam to deliver the aforesaid Treasure unto Major Dic
General Goddard which they understand has not been done,
The said Declarants further say that understanding the said Billing
-wood Roddam is now arrived at the Port of Madras they the
said Declarants took Proper to make this Protest Wherefore
I the said Notary at the Request of the said Mess.rs de Castro, Billing
and Johnson Have Protested and by these Presents solemnly
Protest against the said Billingwood Roddam Master and
of all and any Ship and Ships, Boats Barges Interest damages and ex-
-pences which the said Sir Eyre Coote and the said Mess.rs Castro and
Johnson and all and any other Person and Persons whatsoever and where-
-soever have Suffered Sustained paid or been put unto or which the
they or any of them shall or may suffer Sustain pay or be put unto in
all or any Respect whatever by Reason non Assent of the said
Billingwood Roddam Directing from the said Voyage to Madras
and not observing the said Treasure to the said Declarants as he
should have done and did undertake to do as aforesaid

Signed Moses de Castro
Billing & Johnson

This Done and Protested in Fort St George aforesaid the day
Year first above written

A true Copy Jno Sykes

success in such his Occupation hath been much owing to the
Confidence which his Employers had in his Integrity and Good
Faith as to any other Cause whatever and that he hath on all
occasions acquitted himself to the Satisfaction of his Employers
and hath maintained and supported his Ordinary Ex-
tensive Degree as Commander as aforesaid and his Good-
Name and Reputation as an Individual unsullied in many
wise soever until the said fourth Day of this present Month
of June and in this present Year of Our Lord One thousand
seven hundred and Eighty One when the said Moses de Lastro
Thomas Pilling and John de Fries did write and Publish or
did cause to be written and published the said Paper Writ-
ing under the Denomination of Protest and which Paper Writ-
ing Your Orator expressly charges to contain false scan-
dalous and Malicious Libel against Your Orator tend-
ing to ruin his Fair Fame Character and Reputation and
your Orator further charges that the said Libel is the
more aggravating as the same has been Published thro
the means of the said John Dykes in his said Official
Capacity of Notary Public whereby the Contents thereof
are more dead and Satisfied in the most Notorious Manner
and your Orator charges that the Conduct of the said Moses
de Castro Thomas Pilling and John de Fries is still the
more reprehensible as the said Libel was done by their
Order and under their Instructions wilfully and deliberately
and with a Manifest Intending to destroy the Fair Fame
Character and Reputation which Your Orator had
theretofore enjoyed, and Your Orator had

which said Paper Writing tends much to the Injury of Your Orator inasmuch as the same contains Libellous Charges against your Orator made especially that Part thereof wherein it is falsely charged to Wit That the said Billingwood Bellas has determined to commit the said Desertion before the first of the Hours of Banquet at the Honour Knight post against the said Messrs Oster and Johnson of the intended Desertion to the great Loss Detriment and Damage of the said Sir Your Orator. For your Orator submits to the consideration of this Honble Court that had he Likewise the said Two Sheets of Scurrilous Paper Writing when he Instructions are to have fled and left the Kingdom he would have been guilty of Gross Abuse of the Laws of this Country we would be likewise Objected and Censured as not Worthy by his Sister Officers your Orator submits that by the Laws of England Desertion is the Act of Leaving the Service of the King without Leave or Intention to Return which is not known to the Party and Likewise he is not known to have any Intention in View Likewise your Orator submits that the said Paper Writing contains Matter to shew that he hath the Power and Power to Command the same to be Published and Dispersed and Likewise to be guilty of Libel against Your Orator and Your Orator submits that he hath followed the Occupation of Gentleman and Esquire and Stiles himself for several Years last past

since in such his Occupation hath been much owing to the Confidence which his Employers had in his Integrity and Good Faith as to any other Cause whatever and that he hath on all occasions acquitted himself to the Satisfaction of his Employers and hath maintained and supported his Credit in every Extensive Degree as Commander as aforesaid and his Good Name and Reputation as an Individual unsullied in any wise soever until the said fourth Day of this present Month of June and in this present Year of Our Lord One Thousand Seven hundred and Eighty One when the said Moses de Lastes Thomas Billing and John Stokes did write and Publish or did cause to be written and published the said Paper Writing under the Denomination of Protest and which Paper Writing Your Orator expressly charges to contain false and Scandalous and Malicious Libel against Your Orator tending to ruin his Fair Fame Character and Reputation as your Orator further charges that the said Libel is the more aggravating as the same has been Published thro the means of the said Johnstykes in his said Office of Capacity of Notary Public whereby the Contents thereof are more duly and Satisfied in the most Notorious Manner and Your Orator charges that the Conduct of the said Moses de Castro Thomas Billing and Johnstokes is still the more reprehensible as the said Protest was done by their Order and under their Instructions wilfully and deliberately and with a Manifest Tending to destroy the Fair Fame Character and Reputation which Your Orator hath

the said Paper Writing or Protest so published or
to be published in manner aforesaid by the said Mr
de Castro Thomas Pelling and John de Sosa Sp
Orator is injured and hath Damages to the sum
of Twenty five Thousand Star Pagodas Current
of Madras Therefore he bringeth this his Bill
way of Return in the Case against the said Mr
Castro Thomas Pelling and John de Sosa to
his Damages in the said Sum of Twenty fi
Star Pagodas Current Money of Madras aforesaid th
Eight Shillings for the Pagoda make in Sterling
Money of Great Britain the Sum of Ten Thousand
said Sum of Twenty five Thousand Star Pa
with the said Mr de Castro Thomas Pelling and
all Costs of Suit And that the said Mr de Castro
Pelling and John de Sosa may be respectively
Power of the Worshipful Court in the Case

May it Please the Worshipful Court
the said Mr de Castro Thomas Pelling and John
to be Summoned and required by the Sheriff of the
Town of Madraspatnam or his Deputy that they
to be and appear before the Worshipful Court at
Place to be by the Worshipful Court prefixed and appo
Day then to answer the Orator's Bill of
plaint and further to stand and abide by
Orator and

Court shall seem Meet

Pr Bophan
Atty for Compt.

the 4th June 1781

This Bill was shewn to me in the
Days of Adjournment let a Summons
issue returnable Next Court Day.

B. Raebuck
Mayor

Filed 6th June 1781.

The Demurrer of the said De
Castro Thomas Pelling and John
De Sosa Defendants to the Bill of
Complaint of Ellingwood Gent
late Owner Commander of the Ship
Ravensworth Complainant

These said Defendants by Protestation not Co
fessing or acknowledging all or any of the Matters Things in
and by the said Bill of Complaint Set forth and Complained of
to be true, in manner and form as the same are therein and thereby
Set forth and alledged, Say that there is no Way or Remedy
at Law in the said Bill of Complaint Contained and Set forth
ment entitled or Intitle these Defendants to Answer in this Honble
Court for the same, but there is good Cause of Demurrer thereunto,
and therefore these Defendants as Demurrer thereunto, and for Cause
of Demurrer these Defendants Say, that the many words in such Bill
the Complainant has framed his Action for Damages, do not
in themselves contain any Certainty or positive Affirmation
so as to make the Declaration and Protest as set forth by the Com
plainant in his Bill of Complaint to be

writing against them the Complainant, more particu-
-ly, when Reference is had to the whole of the Sentence
the Complainant has omitted to do, by leaving Sentence
apart thereof thereby attempting to mutilate and
Sense, which if taken altogether, as would be the most
and clear way of Construing these Defendants Mean-
Conveys quite a different Sense and meaning, by
-ning or Supposition of an intended Deviation, as
-ly appear by the following words inserted after
Declaration or Protest that they (meaning these Def-
-ants) were Credibly informed, that the said Allegiance
had determined to Commit the said Deviation by
sailing out of the Port of Bengall, although Deponents
protest against the said Master Owners and Insurers
such the intended deviation to the best of their
Power of the Said Bill of Lading & Invoice of the
Goods and Exhibited by the Complainants in the
Complaint are simply taken they must Amount to
-ration, Because these Defendants in their said
Declaration, Bill of Complaint and Answer only
and set forth Generally, as therein Complainants
Deponents that the Charges Charges therein Complained
ought to be paid by and supported by any Allegation
can be brought in Support of Charging the Said
Sustained in that the same must be in Consequence
-tion, as these Defendants do not Conceive that
Deviation can be Shewn unless in Relation to the
founded on the grounds now before the Worlds Court
by these Defendants

Voyage expressed in his said Bill of Lading, and that they these Defendants had Right, in Consequence of their Consignment to make the Protest in the manner they did, and which to them appeared proper and Necessary and Can be justified, and they these Defendants do further say, that they do not know how the said Complainant can be damnified in his Credit or Reputation, for even had the Complainants been positively charged with Committing an intended deviation without the Assent of the Freighters, these Defendants do not Conceive such a Charge did Amount to a Libel, because No Criminality or Misdemeanour is Compld to the Charge, as the Consequence of such Deviation, and of Course No inference or Innuendo of the Complainant can possibly supply the place thereof. These Defendants further say, that they are advised that before the Complainant can bring his damages to be paid, brought in his Bill of Complaint to set forth and shew, that according to the usage of all, Merchants Commanding of Ships, Letters protested against Winds and Weather in the Case of such his deviation, and thereby cleared himself from every possible imputation, of any Sinister Views in such Deviation, even were the same not signified to the Defendants to whom the property was Consigned, as in Cases of this kind the Common Course of Business ought to have been done, to appraize them of the Causes or Necessity of any there were which caused the Complainant to Commit the actual deviation against which these Defendants Complained and entered their Protestation

Intelligence by way of Protest and Declaration, as to the Cause of his Deviation, which ought to have been according to the Usage and Custom of Masters and Commanders in the like Cases, so that instead of being Defendants to say they ought to have been Complainants for the parties intended for the loss they have sustained by being kept out of their property, as was their son was assigned to them until the filing of the Bill of Complaint, and the Reason therein assigned for such the Complainants Deviation, they these Defendants deem insufficient because Ships & other Vessells at the same Season of the Year bound from Bengall to Madras made their passage good as aforementioned and therefore pray for the benefit of Demurrer with Bill Answer these Defendants to Answer in Law thereunto and humbly demand the Judgment of this Honble Court whether they shall be Compelled to put many other or further Answer to the said Bill, and humbly pray to be hence Dismissed with their Reasonable Costs in this behalf most wrongfully sustained.

Chas. B Bromley
Atty for Defendants

Filed 4th July 1781

The Joinder of [illegible]
to the Complaint of the
Honble Sir Thomas De Ca
ruers Billing and John Da
vies Billing Esqrs
Defendants

The said Complainant saith that notwithstanding any thing by the said Defendants alleged in their Demurrer to the Bill of Complaint against them exhibited in the Matter of Kings Revenue Cause and Certain Insufficiency in the Law to maintain the said Complainant and his Bill of Complaint against the said Defendants as therein is pretended this Complainant is ready to verify and prove his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendants and this Complainant doth aver that the said Defendants ought to answer the said Complainant's said Bill of Complaint and the said Complainant doth pray as in and by his said Bill of Complaint he hath already prayed and the said Complainant further saith that the matters complained of in and by the said Bill of Complaint are matters of Equity and Equitable Cognizance and proper to be relieved and redressed in this Honble Court and that the said Bill of Complaint is good and sufficient in Law to maintain the same against the said Defendants and this Complainant is ready to verify and prove the same as this Honble Court shall direct and humbly prays as he hath already prayed that the said Defendants may answer the premises and that the said Complainant may have the benefit of the Matters and things in the said Bill of Complaint set forth and that the said Defendants may be decreed to pay unto this Complainant the Sum of Money in the said Bill of Complaint mentioned with Interest for the same and that this Complainant may be relieved in the premises according to the Equity and Justice of his Case and that the said Defendants may be decreed to pay unto this Complainant his Costs and Charges in this behalf most wrongfully sustained

And the said Complainant saith that the said Defendants have not in their said Demurrer set forth any sufficient Cause why they should not answer the said Bill of Complaint and the said Complainant is ready to verify and prove the same as this Honble Court shall direct and humbly prays as he hath already prayed that the said Defendants may answer the premises and that the said Complainant may have the benefit of the Matters and things in the said Bill of Complaint set forth and that the said Defendants may be decreed to pay unto this Complainant the Sum of Money in the said Bill of Complaint mentioned with Interest for the same and that this Complainant may be relieved in the premises according to the Equity and Justice of his Case and that the said Defendants may be decreed to pay unto this Complainant his Costs and Charges in this behalf most wrongfully sustained

And the said Complainant saith that the said Defendants have not in their said Demurrer set forth any sufficient Cause why they should not answer the said Bill of Complaint and the said Complainant is ready to verify and prove the same as this Honble Court shall direct and humbly prays as he hath already prayed that the said Defendants may answer the premises and that the said Complainant may have the benefit of the Matters and things in the said Bill of Complaint set forth and that the said Defendants may be decreed to pay unto this Complainant the Sum of Money in the said Bill of Complaint mentioned with Interest for the same and that this Complainant may be relieved in the premises according to the Equity and Justice of his Case and that the said Defendants may be decreed to pay unto this Complainant his Costs and Charges in this behalf most wrongfully sustained

And the said Complainant saith that the said Defendants have not in their said Demurrer set forth any sufficient Cause why they should not answer the said Bill of Complaint and the said Complainant is ready to verify and prove the same as this Honble Court shall direct and humbly prays as he hath already prayed that the said Defendants may answer the premises and that the said Complainant may have the benefit of the Matters and things in the said Bill of Complaint set forth and that the said Defendants may be decreed to pay unto this Complainant the Sum of Money in the said Bill of Complaint mentioned with Interest for the same and that this Complainant may be relieved in the premises according to the Equity and Justice of his Case and that the said Defendants may be decreed to pay unto this Complainant his Costs and Charges in this behalf most wrongfully sustained

And the said Complainant saith that the said Defendants have not in their said Demurrer set forth any sufficient Cause why they should not answer the said Bill of Complaint and the said Complainant is ready to verify and prove the same as this Honble Court shall direct and humbly prays as he hath already prayed that the said Defendants may answer the premises and that the said Complainant may have the benefit of the Matters and things in the said Bill of Complaint set forth and that the said Defendants may be decreed to pay unto this Complainant the Sum of Money in the said Bill of Complaint mentioned with Interest for the same and that this Complainant may be relieved in the premises according to the Equity and Justice of his Case and that the said Defendants may be decreed to pay unto this Complainant his Costs and Charges in this behalf most wrongfully sustained

which might otherwise have been laid to the Charge
Complainant and the Complainant further saith
that by his making a Protest against winds and Weath

Reputation of this Complainant The Defendants De-
murrer might be dismissed with Costs and the said Defendt
put to plead their Answer The Complainant therefore

of Opinion that the Plea made thereby the Defendants in this Demurrer are good and sufficient & the Court doth therefore think fit to Order and adjudge that the Complainants Bill be dismissed with Costs to be paid by the Complainants

Etone Etonit

Court of Appeals
at
Madraspatnam } 3d Thursday the 3d April
Anno Domini

Between Alexander Callender and Co
Respondents
and
Thomas Pelling Esqr and others
Appellants

This Cause coming on this day to be heard before this Court by the Attornies on both sides upon the Petition of Appeal and Answer thereto and Exhibits and the Petition of Appeal and Answer to the Bill and Exhibits and Depositions taken in the Cause in the Mayors Court by Order of the said Court of the 25th day of September Anno Domini 1786 and upon due Consideration of the whole Matter this Court doth order adjudge and decree that the Decree and Judgment made by the Mayors Court of the 25th day of September Anno Domini 1786 be affirmed and confirmed and that the Appellants do pay to the Respondents their Costs in this Court to be taxed by the Master of this Court

Court Dated the 25th September Anno Domini 1788 as stated affirmed and that the appellants Petition be dismissed with Costs—

Chas Greenwood Esqr

At the Court at St James's
the 1st of June 1795

L.S.

Present
The Kings most Excellent Majesty
Lord President
Lord Steward
Marquis of Cornwallis
Viscount Maynard
Lord Sydney
Lord George Cavendish

Whereas there was this Day read at the Board a Report from the Right Hon.ble the Lords of the Committee of Council for hearing Appeals from the Plantation &c. dated the 26th of last March in the Words following Viz.t "Your Majesty having been pleased by your Order in Council of the 14th of January last, to refer unto this Committee the humble Petition of Moses DaCosta, Thomas Pelling and Johnson Jones of Fort St George in the East Indies, Merchants, setting forth that upon or about the 8th day of June 1780, the Appellant Callender did exhibit his Bill of Complaint in the Honorable the Mayors Court at said Place against the Petitioner touching certain protestations made by the Petitioner against the Appellant, which he considered as a Libel, that the Petitioners demurred to the said Bill, and upon or about the twenty fifth Day of September in the Year 1783, the said Demurrer came on to be heard in the Honorable the Mayors Court, when same was allowed and the Bill was dismissed with Costs—That the Appellant appealed from the Honorable the Mayors Court to the President and Council of Madras, who on the 3d day of April in the year 1787, affirmed the Order of the said Court dismissing the said Bill with Costs, and that the Appellant hath not yet paid the Costs awarded by the said Decree, but hath appealed from the same to your Majesty in Council, and praying that the said Decree may be reversed, set aside or varied, and that the Petitioners may be relieved in the Premises, as to your Majesty in Council shall seem meet; your Majesty was thereupon pleased to refer the said Petition and Appeal to this Committee, to hear the Parties thereupon, and to report to your Majesty their Opinion thereupon, in order to your Majesty's Decision thereon; and the Committee having heard Counsel for the Appellant and Respondent, and considered the Petition and Appeal, and Answer thereto, and Exhibits and Depositions taken in the Cause in the Mayors Court by Order of the said Court of the 25th day of September Anno Domini 1786 and upon due Consideration of the whole Matter this Court doth order adjudge and decree that the Decree and Judgment made by the Mayors Court of the 25th day of September Anno Domini 1786 be affirmed and confirmed and that the Appellants Petition be dismissed with Costs—

Chas Greenwood Esqr

Filed 5th April 1774

To the Worshipful the Mayors
Court at Madraspatnam

The Humble Complaining Shewheth to the
Worshipful Court Your Orator Thomas Ewing of Madras
Esquire that Shamulla Dofs Balla Moodr Chitty and Lowa
Canvara Chitty are indebted unto Your Orator in the Sum
just Sum of Two Thousand Eight hundred and Sixty two Pagodas
Six Fanams and Fifty Six Cash making in Sterling Money of
Great Britain at the Rate of Eight Shillings the Pagoda the
Sum of One Thousand One hundred and Sixty two Pounds
Seventeen Shillings and two Pence as appears by the Balance
of an Account and by the Copy of a Bond hereto annexed and
prayed by your Orator to be taken as part of this your Orators
Bill of Complaint the Originals being in your Orator Custody
ready to be produced to the Worshipful Court whereupon
and your Orator shews that on the Fifteenth day of December
last exhibited a Bill of Complaint to this Court whereupon
a Summons Issued against the Defendants which
Dachundra and Fifty four Pagodas Six Fanams and Three
Cash without annexing the Copy of the Bond to the said Bill of
Complaint And that Shamulla Dofs appeared by their Attorney
the said Bill and gave Bail after which the Rules for answering being expired your Orator by their Attorney
Dares which Dares was accordingly
filed upon only for the Sum of One Thousand Eight hundred
Eighty four Pagodas Forty two Fanams and Five Cash
Sterling Date

His Majesty taking the said Appeal into Consideration
pleased with the Advice of his Privy Council to approve thereof
and to Order as by the said Order duly Entered
doth more fully appear to which Order Reference being had
the said Appeal was admitted this Court for Her Royal
with Forty pounds Sterling Costs whereof the Governor
dent and Council of Fort St George the Mayors Court and
other whom it may concern are to take notice and govern
themselves accordingly &c.

Wm Hawkins

Four Thousand One hundred and Sixty four Pounds Sterling
Money and Forty Cents that your Orator should Receive
Shamulla Dost having so refused to answer to your Orators
Bill of Complaint your Orator was apprized of the Oppor-
of examining Witnesses and of proving as well the Execu-
the Bond Copy whereof is here unto annexed as proving the
Sums which your Orator Should, and Ought to have in-
Court to have granted unto your Orator a Writ and Writs
mand of the said three several Persons named Shamulla
Bulla Mundur Chitty and Isma Cumma Chitty forthe
said Sum For your Orator Should that upon Sight of
the Copy whereof is here unto annexed the said Shamulla
Bulla Mundur Chitty and Isma Cumma Chitty respec-
tively bound to pay unto your Orator the
Sum of Sixty Thousand Three hundred and
Eighty Rupees by the said Bond or Obli-
gation Writing Obligatory Your Orator further Sheweth
Satisfaction of this Honble Court the said Shamulla
Chitty and Isma Cumma Chitty (by pretence of
Orator for the Sum of the said Sum of Sixty Thou-
sand Three hundred and Eighty Rupees which your Orator
to your Orator Sheweth they well knew the Premises
to be true and Just with their former Unjust Intention
upon the said pretence the said Shamulla Dost and your
having required unto and being satisfied with the Execu-
and Debt of the said Shamulla Dost and upon the
Execution of the said Writs

Conciously attend Every the Sums of Money which appear to
have been paid on Account of the said Bond and your Orator
further shews that he has been informed and has reason to believe
that the said Shamulla Dost was principally interested in the said
Money Transactions that he was Dead at the time of the said
Suit did not appear in the Cause and that the said Bulla Mundur
Chitty and Isma Cumma Chitty or any Agents or Servants to
the said Shamulla Dost, and that the said Shamulla Dost suffered
the said Decree to pass against him with views to procure
Your Orator from the possibility of entering into a Discovery
of his Claim and in Order thereby to evade the Payment of the
whole of the said Sum unjustly and Unduly every unto your
Orator as aforesaid, and for the Payment whereof the
the said Shamulla Dost Bulla Mundur Chitty and Isma Cumma
as Chitty were Lawfully bound And Your Orator further
well hath been given to believe that some more money
money than with Views to defraud Your Orator however that
Bulla Mundur Chitty has not appeared within the Jurisdiction
of this Honble Court since he was first served with the Summons
from this Honble Court at the Suit of Your Orator and that
Isma Cumma Chitty has departed from the Jurisdiction of this
Honble Court for some time with views as Your Orator has
been informed and has reason to believe to evade the Payment
of Your Orator the Demand And Your Orator further shews
that he hath frequently and repeatedly demanded the Payment
payment of the said Sum of Sixty Thousand Three hundred and
Sixty two Rupees

your Orator

But now so it is may it Please your Lordship the said Shamuelle Daff Bella Mooda Chitty & Lana Cannan Chitty intirely and wilfully refuse to give your Orator any manner of discovery touching the Premises All which actings and doings of the said Shamuelle Daff Bella Mooda Chitty and Lana Cannan Chitty are not only contrary to Law Equity and Conscience but tend to the great delay and Damage of your Orator Forasmuch as your Orator has no Relief in the Premises save only in this Honble Court where matters of this nature are properly cognizable

To the End therefore that the said Shamuelle Daff Bella Mooda Chitty & Lana Cannan Chitty may upon their Corporal Oaths true Direct and perfect Answer make to all and singular the premises and such Interrogatories as shall be administered unto them touching the Premises and that they may be compelled to discover whether they did not some time after the Death of the said Shamuelle Daff and whether they or some or one of them did not receive or take into their Custody or Possession all or some part of the Estate Effects Debts Sum and Sums of Money Bonds Bills Notes Book Debts Goods Chattels and personal Estate of the said Shamuelle Daff and whether they or some or one of them have not or hath not possessed themselves of the same or some part thereof and whether they or some or one of them have not or hath not converted or disposed of the same or some part thereof to their or his own use and benefit and whether they or some or one of them have not or hath not paid or satisfied the Debts of the said Shamuelle Daff and whether they or some or one of them have not or hath not paid or satisfied the Legacies given by the Will of the said Shamuelle Daff and whether they or some or one of them have not or hath not received or taken into their Custody or Possession the Residue of the said Estate Effects Debts Sum and Sums of Money Bonds Bills Notes Book Debts Goods Chattels and personal Estate of the said Shamuelle Daff

Nine per Cent per Annum and be it further known, That we Thomas Bell Grocer & Ballastmaster Atty and Jane Conway Atty Covenant and Agree for the Payment of the above sign Atty at the End of Eight Months from the date hereof Ten Thousand Pagodas to be paid and at the Expiration of twelve Months from the date of the Bond five Thousand and Pagodas More to be paid, which two sums making together fifteen Thousand and with such Interest that shall then be incumbent and for the further part of fifteen Thousand three hundred and Eighty Pagodas that will then remain due on the Bond with the Interest thereupon accruing Bond shall be given for the Amount and Part to be made payable at two different payments that is one half of the Principal Sum with the Bond to be paid at the End of four Months from the date hereof and at the Expiration of Eight Months from the date of the Bond making four Months more in all the full Principal to be paid in Dollars with Interest thereon till the same be Discharged

Now the Condition of the Obligation is such that if the above bound Thomas Bell Grocer & Ballastmaster Atty and Jane Conway Atty their Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Thomas Conway his Executors Administrators or Assigns the full and just Sum of Thirty three Thousand and Eighty Pagodas together with such Interest as may become due thereupon then the Obligation to be void & of no Effect, otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered
in the presence of

Recd the 20th May 1776 in part of the Bond

Pagodas Eight Hundred ... Pag 800

Recd the 31st July 1776 in part of the Bond ... Pag 300

Recd the 22d November 1776 in part of the Bond ... Pag 100

Recd the 30th July 1777 in part of the Bond ... Pag 100

Recd the 7th October 1777 in part of the Bond ... Pag 100

Recd the 23d October 1777 in part of the Bond ... Pag 100

Recd the 5th March 1777 in part of the Bond ... Pag 100

Recd the 25th March 1777 in part of the Bond ... Pag 100

Recd the 3d April 1777 in part of the Bond ... Pag 100

Recd the 14th April 1777 in part of the Bond ... Pag 50

Recd the 5th July 1777 in part of the Bond ... Pag 50

Recd the 18th September 1777 in part of the Bond ... Pag 50

Recd the 7th January 1777 ... Pag 50

Recd the 15th March 1777 ... Pag 50

Pagodas ... Pag 800

Pagodas ... Pag 1600

Pagodas ... Pag 1600

Pagodas ... Pag 1600

Chubby in Account Current with Thomas Bowrey Esqr

1776.						
May	20	By Cash Account current				800 —
July	31	By Do				300 —
November	20	By Do				1200 —
1777						
January	15	By Do				1000 —
						13,700 —
		By Sundries the following Sums £22				
		Jany 1777 Cash pd for Insurance Dft				
		600	for	£ 2	132	
		500		5.22	21 10	
		1500		2 2	22 1	
		1000		4	1 —	
						324 17 —
		By Balance				13,375 3 —
1777						13,513 17 —
Feby	12	By Cash Account current				21,516 16 16
	22	By Do				
March	3	By Do				35,116 7 16.
	20	By Do				
April	3	By Do				2000 —
	12	By Do				3000 —
July	5	By Do				1500 —
Septr	11	By Do				1500 —
Decr	7	By Do				1000 —
						1000 —
		By Interest the following Sums £22				6500 —
		on 2000	for	£ 12		1000 —
		3000		11		1000 —
		1500		10	17 —	1852 —
		2500		10	24 12	
		1000		9 2	17 13 4c	
		1000		7 8	14 3 7	
		5800		6 5	72 9 —	
		1000		5 11	57 —	
		1000		1 15	47 11 4c	
					332 17 —	
		By Balance Dec 22 January 1778			11 9 —	183 —
						14,685 —
1778						6444 1 4c
March	13	By Cash Account current				21,129 1 4c
		By Sundries for Insurance Dft				
		By Balance				
Fort St George						
16th March 1779.						

E E Excepted

Errors Excepted

Thomas Bowrey

Filed 12 April 1774

The Plea of Thomas the Defendant
to the Amended Bill of Complaint
of Penny of Hudson Esquire Complainant

The said Defendant by Protestation not Confessing
all or any of the matters and things
in the said Bill of Complaint contained to be true in such
manner and form as the same are therein Declared and Set
Plea thereto saith that the said Complainant Ought
as against him this Defendant to have
Complaint to be filed in this Honble Court against him
Court and also against Sally Meade Widow
Sally the other Defendant in the said Bill named for
of Money in the Bill mentioned Concerning upon
in the said Bill of Complaint Matters for which he
is Entitled to which said former Bill the Def
did appear by his Attorney & put in Bail after
for answering long Expired and the Defendant
in any manner to the said Bill the said Complainant
his Attorney did pray for a Decree whereupon
the Nineth Day of February in the present year
Lord One Thousand Seven Hundred and Seventy
which said Decree among other things was
Pounds Ten Shillings and Eight Pence being
Sixty Casks of the Tobacco in the Petition
Contents of the Petition, that in the Event
of the said Monies for the Tobacco
of Money in Court Arrears Interest

Decree because he conceived the Decree should have been for
the whole Sum Sued for Six Hundred and Eighty
Thousand three hundred and Eighty four Pounds Ten
Pence and Forty Cask as Specified in the Decree, He stated
motion the Attorney for this Defendant did object to
regular, because the time allowed by the Charter for appea
ling Expired that day, the said Twenty third day of February
this Defendants said Attorney did also Object to any altera
tion being made in the said Decree it having been Made and
Conformable to the constant Practice of the Court, whereupon
motion this Honble Court were pleased to defer taking into
Consideration the till Tuesday the Ninth Day of March
last, on which Day it was Ordered the said Ninth Day of March
the Attorney for the Complainant prayed leave to file a Bill
of Review praying to the Decree which
Honble Court having taken the same into Consideration
were of Opinion that the filing the Bill of Review or
any other Paper previous to the Determination of the Motion
to Rehear before the Court was irregular, and therefore
ordered that the Bill of Review be rejected, and the Honble
Court having only Considered the Motion of the Attorney
for the Complainant for rectifying the Decree was of
Opinion that Interest was not to be computed after the
Limited by the Magistrates Charter for appealing from
the Decree of this Court but was therefore Ordered that the
said Petition be dismissed with Costs to be allowed the
and all Legal Appeal by the said former Bill
Decree, and proceedings in the
Court to

Defendant further for Plea saith and doth
he hath since the said Determination of the
Court made Tryal to the said matter paid and
Amount Compensation and Costs of the said De
paid for or on account or behalf of the said Compl
as will appear by an Endorsement upon the said
which the said Complainants Attorney
made under and by the following
Amount of Demand ... 1384-33-10
Subt. to 12 Months ... 30-11-10
1416
And the Lords of the Council do find
Petition Reports long since delivered
Mr. Ab Englefield
Madras 13. 1779

which said Sum the said Complainant
the Defendant refused to pay the Compl
and part of the said Compl
pretended Plea the Defendant
the Judgment of the said Court whereby
compelled to make any further
Order for the Complainant
made Oath and Charges in the following
sustained

Dated and Thirty two Pagodas

account Current and that the said Defendant Shamuelle
Dass did by his attorney appear and give Bail and that the
Rules for answering being expired and the said Defendant
Shamuelle Dass having neglected to answer the said Bill of
Complaint the Court were pleased to grant a Decree against
the said Defendant on the Ninth day of February and that
the same was for the Sum of One Thousand three hundred &
Eighty four Pagodas Thirty three Fanams and Forty Cash and
that the Attorney for this Complainant did on the Twenty
third day of the said Month of February pray of this Honble
Court to revive the said Decree for the reason stated by the
said Defendant in his said Plea, and this Replicant alleges
that the Attorney for the said Defendant did object thereto
on account of the irregularity thereof and on the ground
stated by the said Defendant in his said Plea that on the
Ninth day of March this Replicant did by his
Attorney pray leave to file a Bill of Review previous to the
receiving the said Decree and that this Court was pleased to
Reject the same and this Replicant doth allow that the
said Defendant did receive the said Sum of One Thousand Four hundred
and fifteen Pagodas on account of his Claim against the
said Defendant and the said Sum Comprises Chitty and
Bale Mudr Chitty and in manner as is stated in the said
Plea, But this Replicant says that for and Notwithstand-
ing all those matters and things this Replicant has a full
right and title to receive and demand of the said Sha-
muelle Dass the said Sum of Four Thousand
and Thirty two Pa

Complt and in manner as the same is exhibited in this Replts
Bill of Complt, and that this Hon^ble Court will be
pleased to Decree unto this Replt the said Sum of Two Thou-
sand Eight Hundred and Thirty two Pagodas six Fanams and
fifty Six Cash together with the Interest due thereon and also
all Costs of Suit — And this Replt say that altho' this
Hon^ble Court did so refuse to receive the said Decree or to suffer
this Replts Attorney to file a Bill of Review yet such
refusal is by no means a Bar to the granting of Relief in the
present Form wherein the Business appears before this Hon-
orable Court for this Hon^ble Court were pleased vide Atto-
rnie in order to avoid an innovation in their Practice — Nev-
ertheless this Hon^ble Court is not thereby precluded either
by any Rule of Law or Practice from receiving the Claim
of this Replt in its full force in manner as the same is
stated by this Replt in his Bill of Complt and to
grant him that Relief to which according to the rule
merits of this Case he humbly hopes he has full Claim
for the Sentence made as has passed has been one marked
by the Clamour of the Parties Defendants to this Cause this
Hon^ble Court has not had an opportunity of doing real
Justice, and therefore this Replt humbly hopes that
this Hon^ble Court will construe the said Conduct of the
Defendants as offensive, and with therefore grant
unto this Replt full relief as the Premises shall
this Replt says that in the Sentence

have by their conduct towards this Replicant and injustice
[illegible] the said Shamuella Dyer been guilty of an attempt to
injure this Replicant by suffering the said Judgment to go
by Default the said Defendant having been advised after
Replicant has been informed that according to some Deter-
minations of this Court) the Propriety of which this
Replicant will not presume to discuss) the Defendants
in any suit are not bound by any Judgment to pay the
whole unless the said Suit is supported by an Obligation
wherein the said Parties Defendants to the Suit are respec-
ly said to be Jointly and Severally bound, this Replicant
however humbly hopes that on the Principles laid down
in this his Replication as well as on the Grounds of
Law and Equity this Replicant has a right to recover
against the said Defendant the said Shamuella Dyer the
said Sum of Five Thousand Eight hundred and Sixty
five Pagodas Two Fanams and Fifty Six Cash and that
this Honble Court like as the Court of Chancery in the
Case above cited will think themselves authorized to
relieve this Replicant from the former Judgment
of this Honble Court for the reasons above stated and
this Replicant says that on the Event of the said Shamuella
Dyer having satisfied this Replicant by payment thereof
with full Costs of Suit the said Shamuella Dyer will have
his Remedy over against the said Two Linga Chetty
and Bellamoodoo Chetty for such Sums as they
they may have respectively received of this
Replicant Professes himself

the said Replyis very Untrue Evasive and Insufficient in the Law, and for further Rejoinder to the said Reply this Defendant saith that he absolutely denies that he the said Replaint has a full Right Title to Recover and Receive of him the Defendt. the Sum of Four Thousand Eight hundred and Sixty two Pagodas Six fanams and fifty six Cash which he the said Replaint Says is the Ballance due on the Account Current annexed to the said Bill of Complaint, as he the said Replaint Unjustly Says either for the reasons he the said Replaint gives or otherwise, Nor has the Bondmentioned by the said Replaint any thing to do with the Matters now in question, Nor can or ought the said Replaint, Circumstances the Matters in question now are to avail himself of the said Bond with regard to this Defendant or make him this Defendant answerable or accountable for the Amount of the said Bond or any part of the Amount due for by the said Replaint having been paid and acknowledged to be by the Replaints attorney for and on account and behalf of the said Replaint as Stated in this Defendants said Plea. Whereby he the Defendant Was and is Discharged from any demand whatever by or from the said Replaint or the Matters in question, Therefore the said Replaint pretending to Claim the Sum by him now sued for from this Defendant on account of the Bond hereinbefore mentioned by this Defendant as Well as by Bill

Whole the said Bond In Rejoinder thereto this Defendt
saith that the said assertions of the said Replicant are
very Extraordenary Indeed and Very Inconsestant with
Legal proceedings, The Replicant might as well have said that
having Commenced his action Wrong this Defendant Should
have supplyed such Defect The Replicant Commenced his
original Action for the Ballance of an Account of Money
Which he Charges to have been Lent this Defendant and the
said other Defendants as will appear on Reference thereto,
and this Defendant by not making any Answer thereto Did
Submit to this Honible Court what he Should be Decreed to
pay, and a Decree was in Consequence made for the Sum
mentioned in this Defendants said Bill, Which he this
Defendant has paid as therein and herein before Mentio-
ned, Whereby this Defendant Conceives and doth humbly
Insist the said Replicants Conduct and for ever precluded
from Maintaining any action against Recovering any
Sum of Money from this Defendant for or on Account of
the Matters in question or any thing relative thereto and
that this Defendant is fully and Clearly Acquitted and Discharged
from the same, Therefore what this said Replicant Observes
of a Judgment procured by a Collusion of parties being
a reason why to Have who not being parties can the
said Judgment or neither Obtained by a Collusion
Defendant? Nor was it Without the Replicant and not by this
said Replicant Leaving before

Said Replicant doth in the Rathance of Accounts but with
Regard to what the said Replicant Alleges that in the Lifet
of this Defendant having Satisfyed him the said Replicant
by payment of the Amount he Mentions that he this
Defendant will have his Remedy over Against the Said
two other Defendants, this Defendant just begs leave to ob-
serve that as well as he this Defendant might have had
Remedy so has the said Replicant by his own showing his
Remedy against them the said other Defendants for
what he pretends to Claim upon this Defendant only,
or for which he says, this Very Unjustly, that this De-
fendant is answerable, and this Defendant Lastly saith
that with Regard to any other Matter or thing Set-
forth or Alledged in the said Reply in any Respect
this Defendant hath not particularly Replyed thereto
save in so far Unless Express and Sufficient for
him this Defendant to make any further or other Re-
Confirming his said plea and any Matter and thing
therein Contained and still humbly praying as in and
by his said plea he hath already Prayed

Jno. Sykes
Atty for Defts

S. D. 22d. May 1780

The Separate Answer of Bella Moodelly wife of Mudoo Mookerjea one of the Defendants to the Bill of Complaint of Thomas Lowry of Russapuglah Merchant Complainant

This Defendant now and at all times hereafter saving and reserving unto herself all manner of Benefit and Advantage of Exception to the many Errors Insufficiencies and Uncertainties in the said Complainants said Bill of Complaint contained for Answer thereto or to so much thereof as she is advised is Material for her to make Answer unto, she this Defendant answereth and saith she is absolutely a Woman of Bengal and Resided with her Husband at Calcutta the time of the Commencement of this Suit and for many Years before and is a Native Hindoo Woman of the Cast called Subcurrun Cast and is not Conversant in the Affairs of her said Husband nor hath she ever had any Knowledge of any Dealings or Transactions he the said Mudoo Mookerjea had with the Complainant or any other Person or Persons whatsoever, but this Defendant saith that she hath been informed and believes it to be true that the said Mudoo Mookerjea departed this Life on or about the Month of March in the Year of our Lord One Thousand Seven Hundred and Eighty and this Defendant further answering saith that she hath been informed and believes it to be true that the said Mudoo Mookerjea died Intestate and without Issue Male and that this Defendant is Entitled to a Dower out of his Estate and Effects and this Defendant further answering saith that she hath been informed and believes it to be true that the said Mudoo Mookerjea was Indebted to Sundry Persons in Considerable Sums of Money at the time of his Decease and this Defendant further answering saith that she hath been informed and believes it to be true that the said Mudoo Mookerjea was Indebted to the Complainant in the Sum of Sicca Rupees Eight Thousand Eight Hundred and Thirty two Pagodas Seven Fanams and Fifty Six Cash as a part and in order to Shew unto this Honble Court the true State of the Matters relating to the Complainants Bill this Defendant begs the Attention of this Honble Court to the following Narrative thereof That is to Says that Some time in the Year One Thousand Seven Hundred and Seventy Six one Rauma Rauze being in need of Cash applied to one of the Defendants Named Dana Senevasa Chitty for to Sue and procure him some money with promises of allowing him the said Dana Senevasa Chitty something by way of brokerage and for the trouble he would be at in procuring him so large a Sum as upwards of Thirty Thousand Pagodas the said Dana Senevasa Chitty thereupon Consulted with this Defendant about the means and measure of procuring the said Rauma Rauze the Money he was in need of and Accordingly it being finally agreed between this Defendant and the said Dana Senevasa Chitty for to apply to the Complainant for the above Loan, this Defendant and the said Dana Senevasa Chitty in Consequence of this the said Rauma Rauzes promises of allowing them some thing for their trouble by way of Brokerage in procuring for him the said Sum of Thirty Three and Pagodas did apply to the Complainant for the same through the means of this Defendant Narrowin pillah, but who Absolutely Refused to lend or Advance any Money unto the said Rauma Rauze unless Good and proper Security should be Given for the Amount of such Sum or Sums

name, of this Defendant and the said Sona Somarsa Chitty
Jointly and Severately, for the said Amount of Thirty Thousand
one Hundred and odd Pagodas with Interest of Nine per Cent
and, after he the Complainant had got the said Shanaldeys
to Sign and Execute the same he tendered it to this Defendant
and to the said Sona Somarsa Chitty and Desired them to Sign
the same also but they Absolutely Refused Executing the same
Defendant and the said Sona Somarsa Chitty had no further or
Interest therein than as Broker, and the Said Ramia Range
was only to allow them some thing for their trouble by way
of Brokerage, but the Importunities of the Complainant
and of the said Shanaldeys and their Assurance not to Molest
or any way to trouble this Defendant and the said Sona Soma
rasa Chitty for the Same, nor Compell them or either of
them to Discharge the said Bond of Thirty Thousand one
Hundred and odd Pagodas nor any part thereof and then
to Acquiesce to the Request of the said Complainant by Signing
the said Bond Jointly and Severally with the said Shanaldeys
which was According to the Original Instruments of the Com
plainant who Refused to Lend this Money on this Defendants
Security but was willing to Lend it on the Security of Shanaldeys
to whom the Complainant in the whole Course of this trans
action Looked for payment and not to this Defendant and the
said Sona Somarasa Chitty this Defendant further saith that
by such the Complainants Refusal to Lend or Advance the Said
Sum of Thirty Thousand one hundred and odd Pagodas unto
the said Ramia Range through the Means of this Defen
dant and the said Sona Somarasa Chitty it was evident proved
that the Complainant did not look to this Defendant and the
Sona Somarasa Chitty in the last Co[illegible]

the whole and every part thereof should be Demanded
and Received from the said Shamaldoss and this Defendt
further Answereth and Saith that of the said Sum of Thirty
Thousand Five Hundred and odd Pagodas Received and
Received by the said Shamaldoss of the Northward Ly Pirate
of the Bills given him by the Complainant as aforesaid he
only kept and Advanced Twenty Thousand Pagodas thereof
of the said Banna Range instead of Lending and advan-
cing him the Sum intended being the said Sum of Thirty
Thousand Five Hundred and odd Pagodas, and obtained of
him the said Banna Range a Bond for the said Twenty
Thousand Pagodas in the Name of the Complainant, and
kept the same in his own Custody and professions and the
self or sent the same to some one Else unknown to this Defen-
dant and the said Sum Seemeera Chetty this Defendant further
Saith that after borrowing of the said Sum of Thirty Five
Hundred and odd Pagodas by the said Shamaldoss
of the said Shamaldoss did at his own pleasure and without
the Consent of this Defendant pay unto the Complainant
Several Sums of Money as part payment of the said Sum
of Thirty Thousand Five Hundred and odd Pagodas, neither
did this Defendant take the least Notice whether the whole
of the said Sum of Thirty Thousand Five Hundred and
odd Pagodas or what part thereof was paid to the Complai-
nant as the Demand was ever made on this Defendant for
the payment of the said Sum of Thirty Thousand Five Hundred
and odd Pagodas or any part thereof by the
Complainant

and this Defendant hath not the least Voucher to shew the Right he had to Demand of the said Bauma Rauze the said Sum of Four Thousand one Hundred and fifty four Pagodas Sixteen Fanams and fifty Cash thereby to Compell him to the payment thereof the same being Kept by the said Shamadoss who alone managed the said Concern This Defendant for further Answer saith that after the filing of the Complainants Original Bill of Complaint which was sometime in the Year of our Lord One Thousand Seven hundred and Seventy Eight for the Sum of Four Thousand one Hundred and fifty Four Pagodas Sixteen Fanams and fifty Six Cash being the Remainder of the Sum of Thirty Thousand one Hundred and odd Pagodas Lowned and Received by the said Shamadoss as aforesaid he the said Shamadoss was ready and willing to pay the Complainant the said Amount thereof, but through the Complainants own fault in omitting to make her Complainants former Bill of Complaint by Replieting to found his action upon the said Bond, this Defendt for further answer saith that after the filing of the said former Bill of Complaint as aforesaid a Summons did issue against the said Shamadoss this Defendant and the said Jona Seneveesa Chitty and which was Returned Served on the said Shamadoss and this Defendant and Seneveesa Chitty not to be found, in Consequence of which Return the said Shamadoss appointed by his Attorney

Sum of Four Thousand One Hundred and Fifty four Pagodas Sixteen Fanams and Forty Cash the amount of the Complainants Original Bill of Complaint, the said Shanaldoss would undoubtedly have put in his Answer to the Complainants Bill of Complaint and Shewn Cause why the whole of the said Sum of Four Thousand one Hundred and Fifty four Pagodas Sixteen Fanams and Forty Cash should not be paid by him alone and would not suffer a Judgment or Decree to pass or would the said Shanaldoss have paid the whole of the said Sum borrowed from the Complainant excepting the said Sum of Four Thousand one hundred and forty four Pagodas Sixteen and forty Cash if he had not regarded himself bound for his Obligation to the Complainant to do so nor would the Complainant have made his different Demands on him alone if he had not Regarded him and him alone Answerable for the same independant of this Defendant and the said Sum Seen was Chitty This Defendant Lastly saith that from what is herein before Set forth and Stated Clearly appears that this Defendant had no more Interest in the Borrowing of the said Money, than as a Broker and humbly posses and trusts this Honble Court will be pleased to Dismiss the said Bill of Complaint with as far as the Same Relates to him this Defendant.

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 to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained

Wm Dallas
Atty for Defendant

Jointly and Severally Responsible and this Application

Strictly and literally

Filed 22d Augt 1780

The Replication of Thomas Pearce Complainant to the Separate Amended Answer of Bella Maria Chitty one of the Defendant.

This Repliant now and at all times hereafter saving and to himself Reserving all and all Manner of benefit and advantage of Exception to the many Errors contradictions Insufficiences and imperfections in the said Separate Amended Answer Contained for Replication thereunto Saith that his Bill of Compliant Against the Defendants and Standing for the matters and things therein Contained is good true Certain and Sufficient in the Law to be Answered unto in such Manner and form as the Same are therein and thereby Set forth and Alledged and that the said Separate Amended Answer is very untrue evasive and insufficient in the Law and for further Repliation to such the said Separate and Amended Answer of the said Defendt Bella Maria Chitty this Repliant Admits it to be true that his Orginal Sentiments were that he would not Lend the money Mentioned in the said Defendants Separate Answer without the Security of the said Shamaldoss and further admits that in the Course of the Transaction this Repliant did Consider him the said Shamaldoss as the most Eligible object of such Security and that he this Repliant would not have advanced the said Sum of Thirty Three and one hundred and odd Pagodas had not the said Shamaldoss become Jointly and Severally Responsible and this Repliant

this Replicant humble Submitteth to the Consideration of this Honble Court that as the Original Consideration is founded on a Bond wherein the said Shamulla Dofs Balla Moodoo Chitty and Sinnevasa Chitty are jointly and Severally bound this Replicant hath an equal full and Clear Claim against Each of the said Obligors and on their Several Estates for the whole of the said Bond, and the Principal and Interest due under and by Virtue of the Condition thereof, and this Replicant further saith that tho' as Messrs Creamer his Claim what private or particular Agreements may have existed between the said Shamulla dofs and the said Balla Moodoo Chitty and Sam Sinnevasa Chitty, or in what Manner they may have disposed of the Money so lent and advanced to them by this Replicant they having among themselves a Clear and Separate Right of Action against each other for any Sum or Sums Received or paid among themselves or for their Separate Accounts, or to the payment whereof they may be liable under and by Virtue of any Judgment of this Honble Court being sufficient for this Replicant to prove to the Satisfaction of this Honble Court that the Bond whereon the present Suit is instituted was duly executed, and that the Ballance stated by this Replicants Bill of Complaint to be due to him is so due and that therefore the said Defendant Ballamoodoo Chitty as well as the said Shamulla Dofs are jointly and Severally bound for the payment of the whole of the said Ballance

All which Matters and things this Replicant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and Award and Sworn by

Interrogatories to be Administred
to such Witnesses as Shall be Pro-
duced sworn and Examined in a
Certain Cause now depending and
at Issue in the Honble the Mayors
Court at Madraspatnam wherein
Thomas Powney is the Complainant
and Shamulla Dofs and Balla Moda
Chitty are the Defendants

On the Part and behalf of the said Complainant

To all the Witnesses 1. Do you Know the parties Complainant and De-
fendants in the title of these Interrogatories Named or any
either and which of them Did you or did you not likewise
and his Life time Know the late Jane Cowasa Chitty Jane
Deceased If Yea how long have you so known them or any
other and which of them Declare

Tolangala Sombra
Vadrain } 2. Look at the Paper Writing now produced and
shewn to you at this the time of your Examination
mark'd the Letter A and purporting to be a Bond or Obli-
gation from the said Shamulla Dofs Balla Moda Chitty
and Jane Jowasa Chitty to the said Thomas Powney
the Complainant and whose as your Names appear
Subscribed as Witnesses to the Execution thereof, If you are
or are not the same executed in your presence and Or
Did not the said Shamulla Dofs, Balla Moda Chitty and
Jane Jowasa Chitty sign Seal and as their Act and Deed
duly deliver and Execute the same for the purposes there-
in Mentioned and are or are not the Names of

second day of January in the Year one Thousand Seven hundred and Seventy Six—

Whereas the above Shamulla Dofs Gonnaster Ballamoodo Chitty and Sona Coowra Chitty both Borrowed and Received of the above Thomas Bowrey the full and just Sum of Thirty Thousand three hundred and Eighty Pagodas Current of Madras to run at Interest at the Rate of Nine per Cent per Annum and be it further known, that We Shamulla Dofs Gonnaster Ballamoodo Chitty and Sona Coowra Chitty Covenant and agree for the Payment of the above Sum Viz.t at the End of Eight Months from the date hereof Ten Thousand Pagodas to be paid and at the Expiration of twelve Months from the date of the Bond five Thousand Pagodas more is to be paid, which two Sums making together Fifteen Thousand and with such Interest that shall then be due upon it and for the further part of Fifteen Thousand three hundred and Eighty Pagodas that will Remain due on the Bond and the Interest thereupon a new Bond shall be given for the Amount, and for it to be made payable at two different payments, That is one half of the Principal Sum of the Bond to be paid at the End of Five Months from the date thereof, and at the Expiration of Eight Months from the date of the bond, making four Months more in all the full Principal to be paid and all such Interest that shall then become due thereupon—

Now the Condition of this Obligation is such that if the above bound Shamulla Dofs Gonnaster Ballamoodo Chitty and Sona Coowra Chitty his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Thomas Bowrey, his Heirs Executors, Administrators or Assigns the full and just Sum of thirty Thousand three hundred and Eighty Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void, and of no Effect, Otherwise to Continue in full Force and Virtue—

Signed Sealed and delivered
when no Stamp paper is to be had

Rec.d the 26th May 1776 in part of the Bond Pag.s 100

Pagoda Eight Rec.d ... Pag.s 8

Rec.d the 31st July 1776 in part of the Bond Pag.s 100

Rec.d the 12th Novem.r 1776 in part of the Bond Pag.s 100

Rec.d the 18th Janu.y 1777 in part of the Bond Pag.s 30

Rec.d the 15th July 1777 in part of the Bond Pag.s 30

Rec.d the 22d July 1777 in part of the Bond Pag.s 30

Rec.d the 5th March 1777 in part of the Bond Pag.s 30

Rec.d the 8th March 1777 in part of the Bond Pag.s 30

Rec.d the 3d April 1777 in part of the Bond Pag.s 30

Rec.d the 8th April 1777 in part of the Bond Pag.s 30

Rec.d the 5th July 1777 in part of the Bond Pag.s 30

Rec.d the 11th Sept.r 1777 in part of the Bond Pag.s 30

Rec.d the 7th Dec.r 1777 ... Pag.s 30

Rec.d 18th March 1777 ... Pag.s 30

The original Bond returned to the Obligor the 22d day of February 1778

Thomas Bowrey
with Debts
thereto Sign'd

Sir/

Please find at the Original Bond being Pag.s
convey the Bundle in the above Cause

22d July 78:

I am Sir your Most
Obed.t humble Serv.t
Cornewall

Mayor's Court at
Madraspatnam

Between Thomas Bowrey
Complainant and Shamalchetty
and Bellamcondu Chitty Defendants

On the Part of the Complainant

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

Sangala Jombroo of Madras Head Dubash Aged 43 Years or there abouts, being produced as a Witness in this Cause, on the Part of the Complainant was on the 7th Day of March 1778. Sworn & Examined at the Office of Messrs Sykes and Dupuy who are Attornies for the Defendants by Cumasing — my Servant who also Left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn & Examined Deposeth as follows, viz.t

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Bowrey in this Cause, and that he hath so known him twenty Six Years or thereabouts, and that he doth know the Defendant Shamalchetty in this Cause, and that he hath so known him Nine Years or thereabouts, and that he hath known the other Defendant Bellamcondu Chitty in this Cause, and that he hath so known him twenty Years or thereabouts, and that he knows the Parties Cause Chitty twenty Years during his life time, and more saith not to the Interrogatory

2d To the second Interrogatory this Deponent saith for clearing Deponent to him the Tenor of this Examination to Deponent reading marked with the Letter A Deponent saying Bond or obligation from Shamalchetty Bellamcondu Chitty B.

Mode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory the Deponent saith, that he doth know the Compliant Thomas Pinney in this Cause, and that he hath so known him thirty Years or thereabouts — and that he doth know the Defendant Shamalle Dofs in this Cause, and that he hath so known him about four Years and Eight Months or thereabouts — and that he doth know the other Defendant Bella Mode Chitty in this Cause, and that he hath so known him thirty Years or thereabouts — and that he knows the Deceased Sam Samuel Chitty twenty Years during his Life time — and more saith not to the Interrogatory —

2d — To the 2d Interrogatory this Deponent saith proposing and shewing to him at the time of his Examination the Paper writing marked with the Letter A the proporting to be a Bond or Obligation from the said Shamalle Dofs & the said Mode Chitty and Sam Samuel Chitty to the said Thomas Pinney given jointly & severally & the Deponent upon Oath saith that the Name Shamalle Dofs subscribed unto the Deponents name appear to be of the proper Hand writing of the said Shamalle Dofs & the Seal affixed unto the said Bond or Obligation is the Seal of the said Shamalle Dofs & that the Name Bella Mode Chitty & Sam Samuel Chitty also subscribed unto the Deponents name appear to be of the proper Hand writing of the said Bella Mode Chitty & Sam Samuel Chitty respectively & the Seals affixed unto the said Bond or Obligation are the Seals of the said Bella Mode Chitty & Sam Samuel Chitty respectively & that he doth know the Hand writing of the said Thomas Pinney & hath frequently seen him write & subscribe his Name & verily believes that the Name Thomas Pinney subscribed unto the Condition of the said Bond or Obligation is of the proper Hand writing of the said Thomas Pinney & that he doth know the Hand writing of the Deponent & that the Name Narrain subscribed unto the Deponents name appear to be of the proper Hand writing of the Deponent & that the Seal affixed unto the said Bond or Obligation is the Seal of the Deponent & that the Name Narrain subscribed unto the Condition of the said Bond or Obligation is of the proper Hand writing of the Deponent & that the Name Sam Samuel Chitty subscribed unto the Deponents name appear to be of the proper Hand writing of the said Sam Samuel Chitty & that the Seal affixed unto the said Bond or Obligation is the Seal of the said Sam Samuel Chitty & that the Name Sam Samuel Chitty subscribed unto the Condition of the said Bond or Obligation is of the proper Hand writing of the said Sam Samuel Chitty

one proper hand writing and the several Sums of
appear to have been received as indorsed on the Back
said Bond were all paid by the said Shamuelldoss
owns Debt and to this or the last Interrogatory

Rich Dyster
Exam.

Mayor's Court at
Madraspatnam

Tuesday the 5th day of
Anno Domini

Present
Benjamin Roebuck Esq. Mayor
Edward Saunders
Munro
Aldermen

Between Shamuelldoss
of Madras Esqr Executor
of Shamuelldoss
and Shamuelldoss
Chitty Deceased
of Madras Inhabitant

This Cause coming on to be heard
this Day in the Presence of the Attorneys on both Sides
by the Complainants Bill with Copy of Bond D
Court annexed & the Ans of Shamuelldoss Executor
to the said Complainants Bill with Copies of Bills drawn
the Exhibits mentioned & Affidavit of Bills drawn
the Petition & Court & joined the Interrogatories
and Depositions on the part of the Complainant
Exhibits annexed on Hearing read

of by the Attorneys and on due Consideration had thereon This
Court do think fit to Order and Decree and doth accord-
ingly Order and Decree that the Defendants Shamuelldoss
and Ballamoodoo Chitty do Jointly and Severally pay unto
the Complainant the Sum said for being Four Thousand
Eight Hundred & Thirty two Pagodas Six Fanams and
Fifty Six Cash / Pags. 2832. 6. 56. / the Balance due
on their Bond together with such Interest as now is or shall
hereafter become due thereon untill full Payment is made
and this further Ordered and Decreed that the Complainant
Thomas Powney do pay all Costs which have arisen in
this Suit between Shamuelldoss and him, and that the Defen-
dant Ballamoodoo Chitty do pay such Costs as have arisen
between the Complainant & him -

Court of Appeals
&
Madraspatnam

Tuesday the 22d May
Anno Domini 1783 -

Between Shamuelldoss of
Madras Merchant Appellant
and Thomas Powney of the
same Place Merchant Respondent.

This Cause coming on this day to be heard and de-
bated before the Attorneys on both sides upon the
Petition of Appeal and Answer and Records & Exhibits
of the Hobble the Mayor's Court together with the Decree
of the said Court given in this Cause on Tuesday the 5th Day
of June Anno Domini 1781 and upon the Consideration
of -

Ld of the Matter therein severally contained and of
Pleadings and Arguments used by the Attorneys on
this Court with Mark fit to Order and Decree
and doth accordingly Order and Decree that the
of the Hon^ble the Mayors Court Dated the 5th day of
anno Domini 1781 as stand affirmed and that
pellants Petition be hence dismissed with Costs
Court. —

Chas. Freeman

Court of Appeals
at
Madraspatnam

Tuesday the 23rd
Anno Dom

Between

Petty appellant

Penny Respondt

Their Cause coming on this day to be
Debated before this Court by the Attorneys on
upon hearing the Petition of appeal and Answer
the several Exhibits of the Hon^ble the Mayors
together with the Decree of the said Court pro-
Cause on Tuesday the 5th day of June Anno Dom
and upon due Consideration had of the matters
so severally entered in the Pleadings and Argu-
ments used by the Attorneys on both sides
Court doth fit to Order and Decree

Rd by Ct. 5th 1784

To the Hon^ble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Hon^ble Court your Orator John Vesta Armitage of Pon-
dicherry Merchant by his Attorney George Lane Thomp-
of Madras Merchant That Johnston Fox, John Belfour, and
Robert Ewing of the same place Merchants did justly and
truly Indebt unto your Orator in the sum of just Sum
of Nine Hundred Nine Hundred and Eight Pagodas and Twelve
Fanams Current money of Madraspatnam making in Sterling
money of Great Britain the Value of Eight Hundred Pounds
for every Pagoda the Sum of Nine Thousand Nine Hundred
and Sixty Pounds and Ten Shillings Sterling Money
as may more fully and at large appear by an Account be-
ing hereunto Annexed for the Inspection of this Hon^ble
Court Marked A which Your Orator prays may be deemed
Deed as part of this his Bill of Complaint for whereof your
Orator

Orator sheweth that he did by means and Agency of Jonathan Hare of Madras Esqr on or about the fifth day of October one thousand seven hundred and twenty six make an Insurance at the Office of the said Company of Madras Insurers of the sum of Eight Thousand Pagodas in the Name of Platina Ship called the Victorious from Pegue to Madras upon the Goods &c of the said Ship as may more particularly appear by Copy of the Policy of Insurance hereunto annexed for the Inspection of this Honble Court marked B which your Orator prays may be admitted as a further part of this his Bill of Complaint which said Policy was underwrote by the said Andrew Majendie John Lewis and Colling and Company on behalf and Account of the said Society and it was thereby Agreed that in Consideration of the Society Underwriters or of the said Andrew Majendie John Lewis and Colling and Company on behalf and Account of the said Society of Insurers for the said Andrew Majendie John Lewis and Colling and Company to pay unto the said Andrew Majendie John Lewis and Colling and Company the Sum of Eight Thousand Pagodas by them insured in the said Society on Goods &c of the said Ship as aforesaid with that the said Ship should proceed and sail on the said voyage to Pegue but meeting with bad weather and the ship among the Shoals and standing all the Masts Mast and Bowsprit of the said Ship from the Deck thereof and the said Ship became disabled and

strange appear by Sundry declarations of the Persons Stages of his trade the said Ship was in until her utter loss in Pegue River contained in the Exhibits hereunto annexed for the Inspection of this Honble Court marked C.D.E.&F. all which your Orator prays may be admitted as a further part of this his Bill of Complaint.

And your Orator sheweth that since the loss of the said Ship in the Manner before mentioned the said Society of Insurers have become dissolved and Seperated and have in Order to collect in their outstanding Concerns nominated and appointed the aforesaid John de Lovis, John Bolfour and Robert Ewing as their Agents who have accepted of the said Nomination and have accordingly undertaken to Collect and Demand and Receive Moneys and Commence Suits for money due to the said Society in their proper Names and belonging to the said Society in their former Corporate Capacity, and your Orator accordingly desires the said John de Lovis, John Bolfour and Robert Ewing have been severally duly served with Process and have been severally duly notified thereof but the said Society is indebted to your Orator in a considerable Sum for recovering your Orators Demand by them incurred on account of the said Society, which have been by them paid and discharged many Months since and the said Society do owe your Orator a considerable Sum of Money which ought to be immediately paid to your Orator whereupon your Orator brought his Bill against the said John de Lovis, John Bolfour and Robert Ewing but the said John de Lovis, John Bolfour and Robert Ewing are not Inhabitants of this Province so that your Orator cannot have the benefit of their Answer to your Orators Bill of Complaint as they the said Andrew Majendie John Lewis and Colling and Company

or of the Members of the said Society Collectively and
the Nomination of said Emergency aforesaid
by the said John de Lisle, John Balfour, and Robert

And your Orator saith that he made
applications for and Demands of the sd Sums
sustained from the said Society Generally and
tender to the said John de Lisle, John Balfour, & Robt

But now so it is May it Please this
and the said John de Lisle, John Balfour and Robt
Obstinately and Wilfully Refuse to pay the same
give Your Orator any manner of Satisfaction
the Premises Your Orator therefore prays
such as this Honble Court shall appear
by a Bill of Discovery to the End that
John de Lisle, John Balfour and Robert Berry
their Corporal Oath full true direct & perfect
unto all & singular the Matters
before set forth & charged as fully truly
to all Intents & purposes as if the same were
signed & particularly Interrogated
and that Your Orator therefore
Sums Nine Hundred & Ninety
Interest thereon & all Costs of this

May it Please the Honble Court
the said John de Lisle, John Balfour & Robt Berry
commanded to appear by the Sheriff of Middlesex
Form of Law

to be by this Honble Court Refused and appointed thereupon to
answer this Your Orators Bill of Complaint and further to stand
to and abide by such order and Decree therein as to this Honble
Court shall seem Meet

Atty Dubry

Atty Complainant

26 October 1779
This Bill was shewn to me this day
at Guildhall & I do return it to the
next Court day

Benjn Newbuck
one of the Deputy Aldermen

D.r

Madras Insurance

1777 July — To the Amount of Policy of Insurance Dr. assigned on the Name of Thomas Jordan No. 5th day of October 1776 upon the Ship Victorious from Madras to Bengal and from thence back to Madras for which the said Thomas Jordan paid the Consideration of 6 p.ct and according to the Loss of 350 Rupees which said Ship left on her Voyage from Madras with Rice & Rangoon & is conducted by a Portuguese Master, Sometime in the Month of January 1777 Six Months previous to the Date of which time the Sundry Members did entertain of the Circumstances of the Loss of the said Ship were to Lend to the said Thomas and for which they have Note passed from Master Material Bpds ... 1671.40

1779 Oct.r — To Interest on the above Sum of 1671 R.s from the 15th July 1777 to this day or 2 Years, 3 Months & 16 Days @ 12 p.ct ... 334.12

To Charges and Expences Lost on this Adventure of the Ship on the Madras Coast ... 652.—

To Do for the Captains Pay and other People employed thereon ... 916.—

To Commission on the Sale of the Salvage @ 3 p.ct on 5849 ½ ... 175.—

@ 350 R.s for the Ship ... 1752.—

To Amount of Part of the Produce of the Salvage sold by Capt.n Rees & Co.y to Jacob Lazarus Esq.r Agent to the Owners of the Ship Victorious Remitted to the Agent of the Insurers ...

To Capt.n Rees ... 2000.—

To Capt.n Brooke ... 900.—

To Contribution ... 652.—

R.s 3552.—

Which @ 350 R.s per Pag.e is ... 10 Pagodas

Recd. 1 Oct.r 1779 Pagodas for Geo: & Hastie

D.r

Account Current with Felix Victor Arnadeo

1777 July — By Salvage for the Amount of Rice saved out of the Sale of the Dismasted part of the Ship and the Cargo saved and found after the Loss Amounting to the Amount of which the Insurers are to pay the Natural Qty R.s 5849 ½ which at the Salvage of 350 R.s for 100 R.s Amounts to ... 1671.40

By Ballance due ... 1671.40

334.12

1671.52

B

In the Name of God Amen I James Lo
of Fort St George Merchant am well in he now Hea
and in the Name & Names of all and every the Pers
Person to whom the same doth may or shall appe
part or in all, doth make assume and in
Dollars, and every of them to be insured lost or
and from Madras to Pegue at and from the
Madras upon the Body Tackle, Apparel &
Munition Artillery Boat and other Furniture
Goods and Merchandizes of said in the good Ship
called the Victorious Burthen 300 Tons or
whereof is Master Under God for this present
or whosoever she shall go for Master in the
whatsoever she Name or Names the said Ship
Vessel is or shall be Made or called, Beginning
adventure upon the said Goods & Merchandizes
whatsoever from & immediately following the
thereof on board the said Ship & so shall
until the said Ship with all her Tackle Apparel
Munition Artillery Boat & other Furniture
Goods & Merchandizes shall be arrived at
& the same be safely returned & Discharged
ten Days shall be lawfull for the said Ship
voyage to proceed & sail to and touch & stay
& places whatsoever for any Occasion
Repair without Prejudice to this Insurance
Ship & the Goods & Merchandizes

of the Loss happening which God for his sake forbid shall satisfy and pay the sum of Money by us so assured upon the abatement of Two per Cent and no more Provided always that we pay the Sum of Money so assured at the expiration of six months after proper Notice thereof being given to us the Assurers, otherwise no abatement whatsoever to be made but to pay the full Sum, any use or Custom to the Contrary Notwithstanding In Witness whereof we the said Assurers have subscribed our Names in Fort St George 5th October 1776

An Exception is hereby Declared against any Hostilities that may be Committed by any of the European Powers which is to be Lost by the Assureds or their Assigns

Vessel and Freight free of Average under Six per
Cent General or the Ship be Stranded

Ship Provisions of all Kinds are warranted free from
average unless general or the Ship be Stranded

Salt Sugar Iron, Rice, Piece Goods Warranted free from
average under Ten per Cent. Due to the Goods for Stowage
under Five per Cent, unless General or the Ship be Stranded

NB an Expence of Detention by Command of Pegue
which Risks to be borne by the said Ship or her Assigns
This Policy is to ship only

Ex. Ch. Secy.

Policy to be

We the Assurers do hereby promise
Insurance on the within Policy Goods & Merchandizes
in the within Ship Vessel & Freight

[illegible] shall be the Insurance Herein and Hereby made as
[illegible] done to bygone for and on behalf of Felix Victor Amabrie of
Pondichery Merchant and that my name is used in the said
Policy only in Trust for the benefit of the said Felix Victor
Amabrie Jan Witness Whereof I the said Francis Jourdan
hath hereunto Set my hands and Seal in Madras this
fourth day of August in the Year of our Lord one Thousand
Seven Hundred and Seventy Nine

Francis Jourdan

a true Copy

Jeffy Dick Pury

Atty Compt.

C

I Subscribe and Testify that the true Duplicate of Captain
of the Ship the Victorian did apply to and desire the Surveyors
in the Capacity of Pilot of this River to go on Board to and out
this Ship in the Gody But the said Pilot refused him or refu-
sing of Weather, that he could not go on Board but that he
would send me Named D'Auvergne the said Pilot to go in
his place to conduct the Ship in the Gody, but the Gentleman
and person was interested and incapable of doing duty,
I went on Board myself for being appointed with the Entrance
of my Gody that the said Ship was gone thro, after having
placed marks in the Gody, we found the Ship fast on the
mark, but the Ship Making much Water and sinking on
more than 5 Feet which we deem to be true, Leave
was taken & Signed in Presence of the 2d. day of
September in the Year One Thousand Seven Hundred

Supercargo and Two Moor Commanders, who were Passengers to consult with them Respecting our present Situation, they all advised me to abandon the Design of going to the Nicobars, because the Season was already too far advanced, and we might miss it, and observed that since our departure from Madras, we had always had cheavy Sea from Southward, which had greatly fatigued the Vessell by frequent and violent Rollings and pitchings, which had always encreased the Leak from Six Inches an hour to thirty and that being obliged to keep the Crew day and night at the Pump it was much fatigued, and if the Water should encrease any more it would be dangerous to continue our voyage to the Nicobars, and that it was most prudent to take the Opportunity of the fair Weather to get to Pegue as soon as possible to careen the Ship which it stood in great need of Upon the Liberation we steered for Pegue, Which we declare and attest to be of truce where it shall be required, on Board the Ship the Victorieuse the 24th. of September 1776 -

Dufay de la Faye, Labeyrie
Dufaye de la Branche

The Declaration assigned by the Moors in their Indian Language beside the above signatures and is truely translated from the French Language by -

Ify DuPuy
Interpreter

E

Declaration of the necessity running the Ship on shore

We the Undersigned Officers Supercargo and Officers of the Ship Victorieuse Captn Chef Victor de Kermadec now Riding at Anchor in the River of Rangoon employed in unloading the Cargo, having Twenty two Inches Water in the Hold, having Two Pumps to Work without Intermission, and Even then Sometimes the Water

mizen Mast and we should have taken away the lower mast
if they had not been nessary to support the Ship, all the Rig
and Blocks which had given way were refitted as well as it
was possible to work in soft Mud, in which the Ship sunk
more than three feet, in this posture we expected the coming
in of the tide to endeavor to save the Ship and to put her if possible
in safety. Which we declare and attest to be true to save as the
may be required at Rangoon the 16th day of September 1776—

Witnesses
Richard Tyson
Rob Bolts
Chapon
N Bouttee

Dupuy delafaye
La Boyrie
Dufaye delabranchere
S. andamardfils
Moncorta Veriet

This Declaration is signed by four Names in Jaone Indian Language
by the above Signature and in truly translated from the French
Language by—

My Dupuy
Interpreter

F

Declaration of the utter loss of the Ship

We the under written Officers and English Seamen Merchants and Ship Builders of the Victoria Merchants and Ship Builders of the Victoria Tuesday the 26th of September in the Year the Ship
called the Victoria having sail in the Mouth and stand
and supplied by three Top Masts in the Starboard
sundry purposes on Shore to wash Mud the Ship
the Ship and the Stern
the Bottom very foul, the pop and the Stern
bu

mizan Mast and we should have taken away the lowest mast if they had not been necessary to support the Ship, all the Sheaves and Blocks which had given way were refitted as well as it was possible to work in soft Mud; in which the Ship sunk more than three feet, in this posture we expected the coming in of the tide to endeavor to save the Ship and to put her if possible in safety. Which we declare and attest to be true to save as it may be required at Rangoon the 16th day of September 1776—

Witnesses
Richard Tyson
Rob Botts
Chapone
N Boutte

Dupuy delafaye
La Beyrei
Dufaye dela Branchaye
S. Aridanar d'Isle
Moncourtie Arriet

This Declaration is signed by four Names in Jaune Indian Language besides the above Signature and in truly translated from the French Language by—

Jfy Dupuy
Interpreter

F

Declaration of the utter loss of the Ship

We the under written Officers and English Seamen Mariners Merchants and Ship Builders Actually Resident at Rangoon the 26th of September in the Year of our Lord one thousand seven hundred and seventy six Do Declare and Attest that the Victorian having sailed in the Month of June last from Bengal and arrived safely at this Port of Rangoon and supported by three Masts in the Harbour and in safe Anchorage and moored with two Cables one Bower and one Stream Anchor and a Hawser to the Shore and Moored with the Cables on Shore to the Trees and Bushes on the Bank and the Ship lying afloat at high water and aground at low water in the Mud and Ooze at the Bottom and the Ship lying with her Head to the Eastward and her Stern to the Westward and her Starboard side next to the Shore and her Larboard side next to the River and her Bow and Stern pointing North and South and her Starboard Gunnel about 30 or 40 Fathoms from the Shore and her Larboard Gunnel about 30 or 40 Fathoms from the River and her Starboard Quarter about 20 or 30 Fathoms from the Shore and her Larboard Quarter about 20 or 30 Fathoms from the River and her Starboard Bow about 30 or 40 Fathoms from the Shore and her Larboard Bow about 30 or 40 Fathoms from the River and her Starboard Anchor and Cable on Shore to the Trees and Bushes on the Bank and her Larboard Anchor and Cable on Shore to the Trees and Bushes on the Bank and her Hawser on Shore to the Trees and Bushes on the Bank and her Cables and Hawser on Shore to the Trees and Bushes on the Bank and her Cables and Hawser on Shore to the Trees and Bushes on the Bank and her Cables and

first so considerably that the Deck, the Head Stuff and the
Stern gave way, the Ship, there made Water to that
we could not clear her with the pumps saving more
than Necessitated to keep the Ship not to abandon her
the last effort to put her in a Body and save her
in order to which we asked the assistance of the
French and more Captains, who sent on Board
Crews with their officers together with more than
Barracks, which we had on Board to stay
afterwards we got ready, and hauld up the Gou
to bear not as more as the tide would permit
aforesaid a Straight in which there was about
Water, where we had fixed marks in
Gulf of St. Maurice, we Carried me
and the other not to bring the Ship round
hill of the pile of wood, of which the bottom
of the Gulf was full, which detained
impeded our work, during this interval
secured with the help of the Pumps and Bucket
insufficient, the Ship sunk down and took
city of water and the tide failing the Ship
side of the Gulf and the Gunwal in the Starboard
into the water then all the Casks parted, the Mast
Planks broke, the fore foot, the Stern, separated
keel, with the main part, the Ship was
all the parts separated

proposition not to be answered, Notwithstanding we stood all night in the
made with Captain Mallet and his Crew and that after a second
Chapon who stove with us to stop the plan plays and darkness
the Ship, with a View to get her still afloat, but all our trouble and
pains were useless, the tide Rising, the Water came over and nothing
impossible to raise the Ship again, was obliged last, particularly in
a Country where there are neither Pontons, nor Vessels proper to help
up the Night as Hope We Endeavored generally to save every thing
for the Account and Risk of the Crowned Which we declare and
attest to be true to save where it may be required at Rangoon
this 16th September 1776—

Witnesses { Richard Jepson
Rose Bolle

Le Beyree
Du Puy de Lafage
N. Bourdie
Mercantes Briet
L'Bernard
Chapeau
Audemerfle

This Declaration is signed by four names in one Column
Language beside their Signatures and is truly translated
from the French Language by—

Du Puy
Interpreter

Fd 16th Dec 1777

The Answer of John Peter
Belfour and Robert Cruyse
Merchants Defendants to the
Complaint of Felix Walter an
of Pondichery Merchant Pl
George Bruce Esqr and Other
Merchant Complainant

These said Defendants are ready
humbly craving Leave to answer the
manner of Benefit and Advantage of Exception
unto the Errors Insufficiencies and Imp
are in the said Bill of Complaint contained for
Answer unto so much thereof as
to the best of their Knowledge Remembrance
and Belief they these Defendants answer and
together with Sundry other Persons were
into Articles of Agreement for the purpose
ing such Policy of Insurance as might be
Voyage and the Vessells loading to, at and from
Ports and Places in the East Indies and to
Place in the Road of Bengal and that
Defendants were authorized to act as Broke
Agents for the Lending and Managing such
were, relative to the said original Deposit, and
and they accompanied entirely with the Terms
the said Agreement but take no Benefit
among the persons named in the Form of the
Bill for Answer to the

said Bill of Complaint of the said Complainant and therefore
this Defendants to proceed to Answer and say that they is by no
means admit that the said Sum of Rupees Answers contained
in the said Complainant in the Year of Nine Thousand
nine Hundred and one Pagodas and Twelve Fanams now in any
other Sum or Sums of Money whatever Notwithstanding what the said
Complainant has asserted in his said Bill of Complaint. And
these Defendants do further Answer and say that they donot
of the Policy of Insurance of the Day and Date and for the Sum
therein mentioned and set forth, and that the same was upon
the Hull and Tackle of the Ship as therein is mentioned and that
the said Policy was subscribed and Underwrote by the Persons
whose Names are thereunto subscribed they being then at that time
the Committee or Agents for the said Sundry of Rupees Answers
the now Defendants and that the Copy thereof (marked B) an
and by the Complainant to the said Bill of Complaint is true
but the Defendants on account of their not the said Sundry
whose Answer, do say that they are bound thereby to make
for the Complainants Loss or Damage sustained by the loss
of the said Ship, but these Defendants do say that they have
from the Complainants now claiming by the Policy mentioned
to the Bill of Complaint, does not in the last Answer
and Defendants to Answer after mentioned set forth. This
Defendants further Answer and say that they is unto that
the Sums insured by the said Policy subscribed as
mentioned from the said Complainant by them as
London for the Insurance aforesaid, or Premium for
the

Defendants do for themselves and for the said Society of Madras Insurers further say, that had the Complainant or his Agents at the time the Policy Insurance was effected, declared and made known the Real State and Condition of the said Ships at the time of her departure, or whilst she lay in the Road of Madras, they the then Committee would have required such a Premium as was adequate to the Risk, or declined underwriting; Whereas the said Committee were not in any shape made acquainted with the true State and Condition of the Ships, other than from the Warranty expressed in the said Policy of her being in a good Condition, under which Warranty the said Committee were induced to Underwrite to the Although an unusual Premium given upon good Ships and the Risque with the like Voyage expressed in the Policy there was, had the true State of the said Ship been known, a Premium must undoubtedly would have been asked proportionable to her Condition, therefore these Defendants say that the true and real Condition of the Risque at the time these Underwritten has been suppressed, which is contrary to the Law of Merchants and to the Undertaking of Ships Insurers and the Obligation entered into by the Assured thereby; it being the Business of the Assured thereby for him to make Discovery of the true State and Condition of the Risque to the Underwriters, under the Condition of the Policy that if any Misrepresentation should be made by the Assured or any other, Insurance thereby being to be void, and the Underwriters to be discharged. These Defendants further say, that during the Voyage mentioned in the said Policy, the said Ship sprung a Leak, and was obliged to put into Madras for Repairs, and was detained there for a considerable time, whereby the Voyage was greatly retarded, and the Adventure frustrated, and the said Ship was rendered unfit to perform the Voyage she was intended, and insured by the said Policy, and under such apprehension of Danger, as the then acting Committee Underwritten with the Assured, Whereas the said Defendants say they do believe the said Ship was not in such Condition as described in the said Policy, but that the said Ship was at the time of her departure from Madras, and during the Voyage, unseaworthy and unfit to perform the Voyage, and that the said Ship was not in a good Condition by the Words of the Policy intended, that is to say, that the said Ship was not tight, staunch and strong, and fit to perform the Voyage, and was leaky and unsound, and in many parts dangerous to the Ship and Cargo, and was not sufficiently manned, victualled and provided for the Voyage, as is evident from the Circumstances of the said Ship putting into Madras, all of which were unknown to the Assured or the said Society of Insurers, and the said Policy of Insurance was effected by the Assured and his Agents being totally silent with the Underwriters touching the said Ship having been detained at Madras for a considerable time, and the Assured further say, that when the said Committee Underwriters subscribed the said Policy they did suppose the Ship was in a good Condition by the Words of the Policy intended, that is to say, that the said Ship was tight, staunch and strong, and fit to perform the Voyage, and was not leaky and unsound, and in many parts dangerous to the Ship and Cargo, and was

Demand they do proceed to assign and set forth under
Cause or further Reason for non payment of the
expressed in the Policy of Insurance, the Voyage
-vation from the Voyage insured and do set forth
said Policy, the Voyage insured being from Ma
and Luck Shown the Ship Victoriana attempted
touch at the Nicobars by Leaving to Windward
Complainant himself has shown in his Exhibit
mised to his Bill of Complaint, which is impro
measure, together with the bad Condition of the
Ship occasioned her Loss at Nyass, as herein
said and set forth and this Defendants do
to set forth the facts and Circumstances
the Complainants mean by the Words
the Copy of the Declaration for DD
pleased to see said Bill of Complaint being
-ment of the Ship of the Nicobars being
September the Second Same Land Pilot
that the Ship with the Sandy Island Day of May
Your Honors answer, and demand that the
said some Time the said Ship
of the Ship, that from under our Lee
from there to sea for a long Time being
said Commander or to some One for
the said Ship and other Ship and Effects
to examine the Cause and Time for
part of the Declaration does decide by determining the Matter
in favour of these Defendants and the said Society of Merchants
Insurers, because it appears evidently from the said Declara-
tion that her Leaking and the increase of the Leak arose from
her own defect, she was Worm Eaten and must have been so
before her departure from Madras and could not have
been brought in this passage from Madras to the Nicobars, Lea-
-ving a Space of Seven or Eight Days at furthest, and besides it
appears that she must have at the time of her departure
from Madras, wanted Caulking, and that there defects in the
Ship which the said Declaration does not particularly spe-
-cify though in general Terms, and from other parts of the said
Declaration that since the Ships departure from Madras by
their arrival off the Nicobars, the Leak which made only Six
Inches of Water an hour increased to thirty Inches per hour, and that
from the Words of the Declaration it appears, that at the time
of the said Ships departure from Madras, she had a Leak, and
that she was in a bad Condition, as there is no Declaration
made of the State and Condition of the Vessel at the time of
her departure from Madras nor any particulars about her,
how she did take her departure nor is there any Declaration
made of the Winds and Weather at the time she entered the
Leak, nor are the Worm holes thereof of Caulking or the
Springing of the Leak charged, occasioned by Winds or
Weather only, but it is said thereupon the Leak from
the Rolling and Pitching of the Ship Latine defects are
imputed to the Winds nor Weather, nor is there any De-
claration or Particulars made upon to know for what and

Declaration is annexed to the Bill of Complaint she the said Ship was at three or four Days Notice in need of Cleaning from what Cause she so wants it, is not in any part of the Proceedings set forth these Defendants do say, that her repairs, such as Caulking Repairing & Cleaning, originated long before her departure from Madras, and these Defendants further say, that the said Ship Victoriana at the time of her departure from Madras was not the Ship as described & described in the Policy of Insurance, nor did she in any Shape answer the description therein given, Wherefore these Defendants say, that neither they nor the said Society of Madras Insurers either Joint or Separate Capacities are bound to make good any Loss that the Complainant has sustained by the Loss of the said Ship putting into Dock at Rangoon in the Kingdom of Pegue, nor has the Assurance ceased in any Shape since these Defendants do say, however the same was in any Degree Agreed to the Risk to be run, and more especially from the Risk Stated & Condition of the said Ship & from the Knowledge of these Defendants many of the parties belonging to the aforementioned Society of Insurers She said Defendants further answer and say, that upon the arrival of the said Ship at Rangoon she remained for the Space of about five Days, the Repairs obtained part of the Cargo in about five Days, which is what Amount to the Quality & Quantity of the Cargo she had on board at the time of the departure from Madras This Defendants cannot set forth further what the Charges of Repairs, nor has the Complainant set forth the Account, nor has the Complainant set forth the Account, which time she arrived in Rangoon River, having the aforesaid time she arrived in Rangoon River, having the aforesaid there, before she was ready to set sail on the said voyage any Matter Thing or Reason such Determination

of

Defendants insist, that the Age of the Ship being considered together with the thinness of her Bottom, her desperate situation from being worm Eaten, her want of Caulking and Covering, all Contributed to the loss of the Ship, as well as the bad behaviour of the Commander and Officers, as is herein after shewn, which plainly shews that this loss does not come under the Policy, the said Defendants further say and humbly submits it to the Consideration of this Honble Court, that as the Complainant had insured his said Ship the Victoriana from Madras to Pegue and back, that upon her arrival at the Port of Rangoon the risk of the Underwriter ceased, because the Ship was not in a proper Condition to put to Sea and perform her Voyage until she was repaired, she therefore no longer remained Covered by the Policy because her unfit Condition did not Originate by Winds and Weather in her passage from Madras to Pegue, but from her own Unfitness, she being in want of every Article fitting and proper for a good Ship. These Defendant admit, that on arrival the Ship had by Violent Winds and Weather met with such Distress as to oblige her to Repair there, and in that may the Underwriter is responsible to the full extent of his Policy, but these Defendants say that it does not appear that the Ship lost so much as Rope Yarn by Winds and Weather between Madras and Pegue, nor is there any Protest or Declaration made against the Wind and Weather, if any there were, which required the removal of the Deck of the Vessel, for to the Original Leak of the Sides of Water Plow, that appears to have been the state of the Vessel before her departure from Madras, as she her want of Caulking and Covering as by the Defendants say that certainly a Ship in the Condition shewn by the Complainant of the Ship not to be one of the Ships belonging to the Port of Madras, and not to be one of the Ships belonging to the Port of Madras, and not to be one of the Ships belonging to the Port of Madras, and

Defendants insist, that the Age of the Ship being considered together with the thinness of her Bottom, her desperate situation from being worm Eaten, her want of Caulking and Coaming, all Contributed to the loss of the Ship, as well as the bad behaviour of the Commander and Officers, as is herein after shewn, which plainly shews that this Loss does not come under the Policy, the said Defendants further say and humbly submit to the Consideration of this Honble Court, that as the Complainant had insured his said Ship the Victoriana from Madras to Pegue and back, that upon her arrival at the Port of Rangoon the risk of the Underwriter ceased, because the Ship was not in a proper Condition to put to Sea and perform her Voyage until she was repaired, she therefore no longer remained Covered by the Policy because her unfit Condition did not Originate by Winds and Weather in her passage from Madras to Pegue, but from her own Unfitness, she being in want of every Article fitting and proper for a good Ship. These Defendants admit that in case the Ship had by Violent Winds and Weather met with such Distress as to Ship her to Repair there, and in that case the Underwriter is responsible to the full extent of this Policy, but these Defendants say that there not appear the Ship lost so much as Rope Yarn by Winds and Weather between Madras and Pegue, nor is there any Petition or Declaration made by the Captain or Officers of the Ship of any Violent Winds and Weather, if any there were, which occasioned the same after Leak of the Ship, but upon the Original Leak of six Inches of Water per hour, that appeared to have been the State of the Ship at her departure from Madras, as she had no want of Caulking and Coaming, as by the Depositions of the Carpenter and Officers of the Ship will more fully appear, and these Defendants say that certainly a Ship in the Condition

Policy of Insurance meant to cover the Condition of the Vessell as perfectly unprejudiced by the Complainants not having given Directions, that the Defendants should cause to ascertain, that the Vessell was not to be sent Cruising and leave the Business of the Complainants not done at Rangoon before she put to Sea in order to be at the Risk and Expence of the Underwriters and Insuring and Selling out was not meant by them that same under the Policy of Insurance the Defendants do say that from all things Circumstances the Ship Victoriana was not in proper Condition for the Sea on the Voyage intended, nor ought she to be insured as a good Ship, the unfitness of which the Defendants were desirous and declared at the time of Insuring for the Company, to the Underwriters and upon such Insuring with the Defendants, but the Complainants the Owners of the said Ship undertook the Policy, after the Defendants had withdrawn from the Risque and the Court of Chancery in consideration of Two Hundred and Twenty three Rupees Bazar Rupees the Defendants say that they verily believe that the Ship insured was improper to be sent to Sea, that the Defendants say that they are not liable, the Defendants further say that they are advised that the Complainants are not entitled to the Relief prayed for payment of the Sum and Premium insured by the said Policy of Insurance with Interest and Costs of Suit, and the Defendants pray to be hence dismissed with their reasonable Costs in this behalf sustained.

time of her Departure from Madras, thereby proving that she was not the Ship as Warranted in the Policy, the said Defendants do further say, that they did acquaint the Complainant with the foregoing Reasons for their non payment which the said Complainant or his Agents for him did give this their opinion, "that it was the Business of the parties underwriters to inform themselves of the Condition of the Vessell as she lay then at Madras and that she was at an Anchor the at the time of the Effecting the Policy" which the Complainants denyed, the Vessell was of the Ayrd, because of this their Warranty to the Underwriters, the Policy comprising the good Condition of the Vessell, and the Defendants do further say, that supposing it to be the duty of the Underwriters to enquire into the true State and Condition of the Ship Victoriana at the time the Policy was Subscribed, was not in their power by reason the Ship was on an impossibility of knowing, she went away was not there at the time of insuring her, she went away in August One Thousand Seven hundred and twenty Six, discovered in a week after she left Madras, and Prague in September her departure from Madras, and Vessell to Pieces, and in the same Month she then and there fell to Pieces, and on the fifth Day of October following, she was inward bound Ship Committee Ship for Johanna, and Majesty and Selling Ships Pattamar Dockies, She was a foreign Ship and came from a foreign Port and Arrived in Madras One the Name of the Ship Compared and about the Middle of July with Year of Lord One Thousand Seven hundred and twenty Six, took her departure from Madras under the Name of the Ship Victoriana in the Month of August following for the Coast of Pegue and

Thousand Seven Hundred and Seventy Seven, a Copy of which Petition is Marked C.N.4/ and the Resolution of the Hon.ble Committee thereon /Marked E.N.6/ is Herewith annexed for the inspection of this Honble Court, to which Petition these Defendants humbly pray Reference, this Defendants Say, that the Hon.ble acting Committee did adhere to the Resolutions of the Committee of the fifth of April One Thousand Seven Hundred and Seventy Seven, whereupon the said Complainant did give Order to prefer a Bill of Complaint against the Committee for the time being — these Defendants further do Say, that from the express Words of the Petition, it appears, that the Vessell was in very Crazy Condition, she was Worm Eaten, wanted Caulking and Cornering, and required to be Laid the third or fourth Day after her departure from Madras it does also appear from the said Instrument, that the Apprehensions of the Commander and People, were from the unfit Condition of the Ship, and it further does not above Appear, that the Distress in Pegue River, was in Consequence of any Bad Weather she met with but Say, but Strength, and the usual Pulsations as well as that of the Working Did the Signers to the Complainants that the Ships Distresses did Arise, was in Consequence of her Shattered Condition previous to her departure from Madras, nor does any part of the said Working shew or Specify, that there was in the said Condition fitting and proper for the sea. These Defendants further Say, that the Complainant cannot positively say, that the Petitioners did not Represent to the Hon.ble Committee the Nature of the Charge in his Bill of Complaint, nor can he support it, for upon an Inquiry into the Working thereof Request, he Endeavours to Support the Demand.

Hon.ble Court, that almost all Merchants Bills are laid, more particularly was the said Bill, the Original Name of these Defendants have since filing of the Bill of Complaint been informed, these Defendants further Answer and say, that on the [illegible] of January One Thousand Seven Hundred and [illegible] the Committee of the said County of Madras [illegible] Thomas Irwin Jourdan Esqr, Late [illegible] the Solicitor for the Complainant, Attending Evidence upon oath to be the Verbal Proof of the [illegible] Affairs, more particularly relative from the [illegible] of the Petition to the last Part of the Petition Copy of such Petition /Marked A.N.1/ Being [illegible] for the inspection of this Hon.ble Court [illegible] these Defendants pray may be taken as part of [illegible] Answer, some Papers being therein inclosed the [illegible] to say, were the Originals of these Papers [illegible] said Bill of Complaint to which these Defendants [illegible] Answer of the said Thomas Jourdan Esqr, to the [illegible] of the said Madras Company, to which [illegible] were the Import and Effect as before mentioned [illegible] for /D.B.N.3/ Leave and Liberty is Craved, the Answer [illegible] Thomas Irwin Jourdan to the said Bill [illegible] that Evidence to the said Complainant [illegible] Hon.ble Court, and these Defendants [illegible] which Leave to Request, with these further [illegible] said Cause be Referred to the Committee [illegible]

Demand by saying that the Ship was in the Road of
at the time of the Effecting the Policy and therefore was
the Insurer to be discharged the Risk and Contract
Defendants further answer and say that the Ship
sailed on the Voyage in the Month of October following
that almost every part of the Contents of the said
the Voyage and the Insurance thereupon lost
by and without any means of Contribution
fendants do further answer and say that
Exhibit Marked C annexed by the Complainant's Bill
of Complaint it appears that the Commander of the
did attempt to carry the said Boat without any
to Insure for not employing any of the
being a Number of Boats belonging to that
Boat as far from any Settlement
Question, as the Complainant alleges to the contrary
that letter appears by Declaration of Captain
proving from the Commander and for
large Ships being with the said Insurance, Copy of which

D. Defendants answer for the impertinence
and which these Defendants pray may
part of their Answer, that the Insurance
and Defendants say that they
Defendants answer and say, that these Defendants
knowledge and Belief are true that
fendants and the Commander and his Crew did
Ship and Voyage

the Answer of her to impeach his Bill of Complaint against these
Defendants, as if it came under the Head of Barratry, which
these Defendants say, have no affinity thereto, these De-
fendants further answer and say to the Exhibit Marked A
and annexed by the Complainant to his Bill of Complaint
that they do not in any shape admit of these Accounts—
supposing this Honble Court should be of opinion that
these Defendants should pay the Loss under the Policy of
Insurance for in the first place, the Interest of Twelve pr
Cent as Charged, exceeds the Rate of Interest allowed by the
aforementioned Society of Insurers, as they on all their Ac-
counts Rate their Interest at Nine pr Cent, the Account
particular of the Charges the Society are entire possession of
nor do these Defendants know in what Manner the Account
of Wages and pay to the Commander so arises nor are these De-
fendants Master of the Sum of Nine hundred and fifty two
Pounds charged to the Account as Cash unpaid, because the
People whose Names are therein mentioned are able to pay
and that this Charge is a New Charge which neither these De-
fendants nor any one Else belonging to the said Society were
ever before made Acquainted with and therefore ought not
to be brought to Account, and further these Defendants do
say that from what has in the their said Answer been alledged
and set forth that they do not think that the Committee who
Subscribed the Policy in Question was fairly dealt with by
the Assured, who ought to have insured the true Value and Con-
dition of the said Ship, for if this had been discovered, it is
impossible to think they would have insured the said Ship

that the respective Masters and Commanders of the English Ships then lying at an Anchor in the River of Rangoon would have signed to such Declaration as Exhibited by the Complainant, or the Contrary that the several Masters and Commanders as also the several Pilots belonging to the said Porto Novo where reputed as to their Services in assisting the said Syphon in distress, after which Loss of the said Ship, these Defendants so say, that they have been informed that the Commander or some person for him did draw up and carry about at Rangoon a Paper Writing, concerning the Loss of the said Ship and endeavored to procure some of the English Commanders to sign to such Declaration which they absolutely refused, by reason of the unfairness of the Loss, this these Defendants say, together with the Captains neglect in employing a Pilot and having been Guilty of great Mismanagement and acting, contrary to the Advice of the Most experienced People at Rangoon, together with the bad Condition of the said Ship at the time of her departure from the Port, and the altering and Changing of her Name, all and still is an Instrument to impose on them by obtaining payment of the Insurance which they have been informed by Persons at Rangoon that the Ship was not worth nearly the Sum Insured — These Defendants further answer and say, Independent of the plea of Concealment and the Unfitness of the Ship to proceed on her Voyage

Further say that the said Ship Victoriana was insured by the Society of Madras Insurers from Madras to Pegue and from thence back to Madras and that she was not insured for a Voyage to the Nicobars, as will clearly appear by the Policy annexed to Bill of Complaint, and of course that the Defendants have violated from the Voyage to Pegue for which she was insured - These Defendants do humbly shew to this Court that any Deviation from the Voyage for which ships are insured, does strictly vacate all Obligation thereby assured, and totally annulate the Insurer from all Insurers, and totally annulate the Insurer from all future Risques and Consequences, not only during the actual Deviation, but also thought the Ship should return to the prosecution of the Voyage for which she was insured These Defendants further say that the is strictly genuine, and totally void relating to insurances, but also able not only to all Laws relating to insurances, but also to the equity of such Obligations, which must possibly admit a latitude to the Insurers of insuring the Risks of the insurers beyond what happens to their insurances my ignorance for

All which Matters and things these Defendants are ready and willing to verify maintain and prove as this Honble Court shall direct and humbly pray as this Honble Court shall direct and humbly pray that the Policy of Insurance in Question may be delivered up to these Defendants to be Cancelled upon

upon their paying back the Amount and his
Costs and Bill of Costs taxed
with Costs.—

Sworn in Court 3rd Feby
the 8th December 1778—
Before me—
George Proctor
Atty

John Ashe
J. Balfour
Robt Ewing

Mr Sykes
atty Defendt

Chas Bromley
Atty Defendt

A N°1.

Master's Office

Mr Bromley

Sir

I am aware by Mr Coulson's
of the Ship Victorious at Port Royal
the Amount of the Ship N°3 is a Letter from the Ship
me Dowry that three Days after being
Hole Lee we received that he gave me Directions
the Defence to Sail on — that he and the
& Officers and Ship's Company then Ship
Gods and he all landed the Vessel we must
my mind he applied for and got Assistance
Ship the Vessel up — intending to run her
and there by upon the Bar then had the Vessel
to this Day

the Seams opined and notwithstanding all our Endeavours
the Ship was lost — The Goods and Stores were saved the
Wreck and Stores Sold by Auction —

N°2. Declaration for not giving Either Visitors Days Notice
the 25th August the Vessel making much Water the Carpenter
-ter went down to examine and found a Leak abaft the Main
main Mast with Worm Holes, which they Caulked as
well as they could, this Declaration mentions their having
had a great one which had made the Ship labour much
and had increased the Water from 6 Inches in the 24 hours
to 60 —

N°3. Sets forth that on Sunday the 26th Sept. having stopped
Pumping two hours the Water increased to 6 Feet, which they
got Burmake to assist seeing themselves in danger of
sinking in the River they endeavoured to run the Ship as
have but the Vessel fell on the side in the River and filled
with Water they endeavored to right her to stop her Leak
and to save the Ship and bring her into Dock —

N°4. Sets forth that the Vessel was supported prevent his
from over setting but that in the Morning the Sock had
broke and the Water so fast increased that the Ship and
and applied for Assistance the English Commander
for did assist the Ship we at least the River and
marks had to the Masters Dock they not with stan-
-tractions from their Employ having got but a few
Work and the Water in the Ship increasing and that in
the River falling a Clock in the Forenoon of the Dock

N°5 —

No 6 & 6. an Inventory of things saved and brought off the Wreck &c

Send the Papers to your absent Capt.s Rather that any further Enquiries growing judge Reports be made of them

(Signed) Francis Swaine

Attested to be a true Copy from the Original

Chas. Boorley

Jno. Sykes Jr.

Atty for Defendt

A. N. 2.

To Francis Swaine Esqr

Fort St George

Sir

These Days after the Ship Hardwicke for Madras, was dispatched from hence, I received your Letter of the 6th Inst. desiring me to send you the 6 Capts. mentioned therein, that were saved out of the Wreck and they are attended at Pondicherry on Tuesday next when I shall send the whole Crew hither, and am sorry that the Multiplicity of Business which offers at this time, did not permit me to wait on you myself, as I am desirous of paying my Respects to you, and of thanking you personally for the Favours I have received from you, but hope that Opportunity will soon be given me, when I shall not fail to do it. I am also desirous to know upon what Terms you Desire the Boat to be kept, that I may give the Master Directions accordingly, as I am

and upon, as that Vessel notwithstanding all our endeavours to save her, she was lost, The Cargoe and the things belonging to her were saved and I have made a Public Sale of them for Account and Risk of whosoever they belong to, In Consequence I have made proper Inquiry into the Premises /a/ concerning these affairs, which I send to you Directed by Capt.n Reid. I beg you will have the kind as to take a Copy of them and send them to Mr. Amedroz for to have them Deposited at the Admiralty Office of Pondicherry —

I am Sending a small Present to you, and I am Sorry that the Latter end of Febr.y is the next to depart from hence with the Boat, but I do not believe that a Vessel will also be ready sooner, I shall not fail to come with the first Opportunity that offers for your more agreeable Company

Fort St George 12th Dec.r 1776.

I am Sir Your most Obed.t Humble Servant

(Signed) Du Pre Wy de Lafay

A true Copy of the Letter & Inclosures

Attested to be a true Copy of the Letter & Inclosures

Sd in the Absence of Francis Swaine Esqr

Chas. Boorley

Jno. Sykes Jr.

Atty for Defendts

B.N.3.

5. April 1777

The Secretary laye before the Committee a Report respecting the Ship of the Nation Mr Fr.

The Committee are of opinion that the respective Declarations made and attested by the Commander of the Ship Nation now moored in the Road before Fredericksburg and the Letter from the Commander of the Ship Nation to the Commander of the Ship Nation dated the 5th April 1777 be laid before the Congress for their Opinion whether the Ship Nation ought to be condemned as a Prize or not.

Ordered that the Secretary do lay before the Committee the Report of the Board of Admiralty upon the Petition of Felix Andrieu Esq.

Extract from the Minutes of the Committee of Marine

Charles Thomson

Secretary

C.N.4.

The Request of Felix Andrieu Esq. of Pondicherry to Committee of Marine Answered

As French Ships are debarred of any French Port unless the Owner and Captain of it, have themselves discharged of the formalities that they are liable to according to the Ordinances of the Marine, the Tribunals of the Admiralty who maintain them, in a full Execution don't deliver any Expedition, but after an Authentical proof that the requisite formalities have been complied, these formalities lie mainly in observing one self of the Ship in wating before or not for having moved to the appointed place, the Report is made by a Chief of the Construction, and Another appointed for that purpose, who give an Account of upon which the Ship is Declared either good or bad, after that proceeding only one can get leave to Armament of Ship to raise men to obtain a Pass port and that to set forth out of the port all these operations have so much Connexion one with another that it is impossible to perform the last with out having first performed the other two, the Ship the Victorieuse laden out of the Port of Flores the Captain of this Ship could not set sail without having acquitted himself of the requisite formalities being provided with such a Bill as empowered him to Navigate, there

250

Super Cargoe Judged as well for saving their Lives, as
for indeavouring to preserve the Ship, that it was necessary
to run on Muddy ground which they Effected, the bottom
of the River happening to be rough and uneven as the
Ship that was then Constructed having only upon one of
it sides those Circumstances disimpassed the land pieces
because such what is most perilous Specially for the very
reason such what is most perilous Specially for the very
Victorious Ships as was the Victorious that did at a
time considering Considerable the Ship, it was then mate-
rially to the new Ships of the Ship, it proved as had the
Victorious been newly Constructed not have withstanded
so dangerous a Situation and she had sunk for Shoale
of the Ship and Constructions After that Account of
the Ship and Constructions After that Account of
what grounds the Committee of Insurance of Madras do
now Claim upon for charging the payment of the insu-
red sum that Ship was not fit to at Sea when she
set of Madras, say the Committee but there is not a
case where the Question may possibly be resolved
pursuant the Judgment of the Court of Directors,
of the Committee of Insurance of Madras as directed by
Provided
that some Appeals were heard the Appellee
Parties in the Cast of Fortune and there Agreed
the Cast of the Ship was Just Adjudged
the Cast of the Ship was Just Adjudged
the production Claim'd the Loss to them that
the Captain of the Expedition that the Ship was
good

cannot Suppose, the Owners of the Victorious had any
design of a base or treachery, by trusting with Monabart
the insurance of a part of their Ship, because had they
Suspected any greatetes with him Ship whereof they
had occasion for fearing some Difficulties from the
insurers with the supposition of any but luck they had-
not been so foolish as to Stow their Ship to Madras or
where the insurance was Contracted for as much
as it could be determined by the way of Corrispon-
dence but they were in a steady Trust their Ships was
fitt to fulfill the Voyage it was appointed Dutch in
case of an ill success in luck they exceeded notwith
difficulties as strange now
May not me Answer here, this very Strange that
the Committee of insurance as soon as they were
granted with that the Ship the Victorious did luck
was before the Signature of insurance Dont di-
clared their intentions and remark to the insured
ness though they would Dispenced with the pay-
ment of insured Sum of the Ship come to safety
time that their Donations upon that account Dont-
have Said not, after the Validity of the Contract the
Right of the insured Sums yet that preceding Dispo-
sed honest and Satisfied with and intention not to
practice the insurance if it happened that the Ship should
arrive safe to the appointed place the Ship the Victorious
did

Loss of the Ship Victorious is to be paid or not

Examined & Compared with the Minutes left in the Office of the Committee of Insurers by Mons.r Dubois at the Request & Directions of Mons.r Abraue and made to be a true Copy Ez.r

Chr. Bromley

Jno. Sykes

Mgr. Depuis &c.

D.N.° 5.

Captain Watts Account of the Loss of the Victorious in the River of Rangoon

That the Victoria arrived off Rangoon from the 9.th Sept.r 1776. and was cleared at the Custom house the 15.th of the same Month, and went up the River the Next Day in order to go into Dock, being at one Spring Tide without taking on board a Pilot to assist her, that on the same Day she got on Shore about three or four Ships Length above the Dock and laid off that Separate being over the Side for Shore, and tackles on Shore from her lower most Side, to support her, in which Condition she lay for four or five Days at the End of which they cleared her hold of Water and so far stopt her Leaks as to be able to get her on float again. After a second Attempt to get her into Dock, without Success before she again grounded on the Point of the Dock and again fell over, nothing being put.

following Letter to be sent to Mr Dubois Sigt

Mr John Dubois

Sir

Having laid the Papers relative into the Affair by Mr Sowden relative to the Loss of the Victoria before the former Committee's Opinion thereon together with Mr Annabies late Request before the present Committee of Insurers, they directed me to inform you that they do not find any thing new or material in the late Resolution already entered but that it were necessary to mention the Reasons for not paying the Loss Warranting the Vessel twice on Shore with out a Pilot and Refusing the assistance and Assistance of the English Captains to preserve her, would be deemed sufficient Justification—

I am Sir your most Obedt Humble Servant

22d November 1777—

/Signed/ Chas Bromley
Secry

Examined & Compared with the Minutes of the Committee of the Society of Underwriters and Agrees to the above Copy Sayes me

Chas Bromley
Secry Defendts

part of the Loss of Captain Wattle Vessel Days for to support the Said the English Commanders Affidavit their Assistance but was Answered that Vessel, and that the Commander being frequently to Call away his Crew Men to Ease the Ship, to the other Captains opinions adjudged to any the Coming in of the Said Vessel Vessel was Ordered by the Captains During the Night the was pe- ing in the Morning—

/Signed/ John Wa

Examined & Compared with th left with the Office of the Committee of Ireland to be a true Copy Sayes

Chas Bromley
Secry Defendts

E. N° 6

Extract from the Minutes of the Committee of Marine Insurance Dated 12th Nov 1777

Mr John Dubois made his Appearance pursuant to Notice of Yesterday and produced the Protest in Page Number 2 principally relied Committee Resolution of the 5th April and Copy to be sent to Mr Sowden which Agreed with the former

Witnesses
Capt.r Ross Bell
Mr. Robert Kinnear

Interrogatories to be Administered to each Witness shall be Produced Sworn and Examined in certain Cause now depending in the Hon.ble the Mayors Court at Madras patnam wherein Felix Victor Amelrie of Pondicherry Merchant by his Atty George Isaac Shepard of Madras Merchant is Complainant and John De Saries John Balfour and Robert Ewing of the same place Merchants are Defendants

On the part and behalf of the Defts

Interrogatory 1st. 1. Do You know or Do You not know the parties Complainant and Defendants in the Title of these Interrogatories Named? if You, how long have You so known them or either of them? Declare —

Interrogatory 2d. 2. Was You or was You not Acquainted, with Robert Ewing of the Ship Victoriana, Pay Commander, the Ship Rangoon in the Kingdom of Pegu? if You, in what Month and in what Year was the last, Was You or was You not Acquainted with the State and Condition of the said Ship Victoriana when You left her, Declare the same — Do You know or have You heard, that the said Ship Victoriana Met with any Bad Weather in her passage from Madras to Pegu, or at or near the Island of Negrais in Pegu or Whether she did not Sustain very much Damage in her Hull and Stores and Ground Tackle or Otherwise, Declare — Do You know or Do You not know, whether the said Ship and

how many of them were on board of the said Ship Victoriana at the time She was lost, and if not, And Whether there did or could not at or before her loss, a Pilot or Pilots to be provided to Navigate the said Ship to the Dock or place she was intended to be carried into particularly set forth and Declared

Interrog. 2d. How many Years have You employed in the Sea Service and in what Ship, Snow or Vessell did You belong to, and in what Station or Capacity You was on board of such said Ship, Snow or other Vessell at the time of the said Ship Victoriana being in the River of Rangoon Declare.

Last. 3d. Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that May tend to the benefit or advantage of the Defendants? If You, Declare and let forth the same and any particulars relative thereto as You know have been informed or believe thereto as You know have been informed or believe with the reasons of such Your said knowledge Information and belief fully as if You had been thereto particularly Interrogated.

Chas. Bromley
Solr. Defts.

Mayor's Court at
Madraspatnam

Between [illegible]
[illegible] of Pondicherry
[illegible] by his Attorney [illegible]
[illegible] Master of the
[illegible] Complainant
[illegible] John Ross
[illegible] being of the
[illegible] Defendant

Depositions of Witnesses taken
[illegible] before the Examiner in this Court [illegible]
Captain Ross Bolt of Madras Mariner Aged
[illegible] in the Cause on the part of the Defe
the 11th Day of March 1770 Sworn & Examd Deposeth
[illegible]

1st To the first Interrogatory this Deponent
[illegible] not know the Complainant John Bolt
this Cause, but this Deponent doth know Capt
John De Ross Defendt & also [illegible]
Cause & that he hath known the latter for [illegible]
[illegible] & knoweth & the Letter not being
[illegible] saith not to the Interrogatory

2d To the 2nd Interrogatory this Deponent saith that he
[illegible] & is [illegible] with the Ship Victorious
[illegible] in the River of Hoogly in [illegible]

264

September or October in the Year One Thousand Seven
hundred and Seventy five, and that this Deponent was
but indifferently acquainted with the State and Condi-
tion of the said Ship before she was lost, but this De-
ponent being informed that the said Ship was very
leaky this Deponent sent a Boat with an Officer
to give her every assistance in his Power, which said
assistance was refused by the Commander of the said Ship Vic-
toria notwithstanding the Report that the Officer made on
his return to this Deponent that the said Ship did take in
four or five feet Water in her, and that this Deponent does
not know nor has not heard that the said Ship Victorious
ma met with any bad Weather in her Passage from Madras
to Pegue so as to occasion her want of Repairs in Pegue, but
that such her want originated from her own Rotten
Condition and from what this Deponent has here set-
forth it certainly was not advisable to send the said
Ship to Sea without very considerable and sufficient
Repairs Done and this answers the Interrogatory.

3d To the 3rd Interrogatory this Deponent saith, that he
doth know and is informed how and in what manner
the said Ship Victorious was lost which was occasioned by
her being laid on Shore when very full of Water and
that this Deponent has in the preceding Interrogatory or
that this Deponent has in the preceding Interrogatory or
set forth the distance that he offered which was refused
by Captain Bolt & Captain Bolt to afford their as-
sistance which was likewise refused, but this Deponent
cannot posted to say whether such distance was Equal

to

C

I Subscribe and Satisfy that the Sieur DuPuy asked of the Captain of the Ship the Victorieux did apply to, and desire the Sieur Reeves, in the Capacity of Pilot of the River, to go on board to conduct his Ship into the Quay, But the said Pilot answered him, in presence of Witnesses, that he could not go on Board, but that he would send one Named D'Auvet, the Second Pilot to go in his place, to conduct the Ship in the Quay, but this last mentioned person was in Liquor and incapable of doing duty, I went on board myself, as being desirous of doing duty, I went on board myself, as being desirous to go with the Entrance of my Quay, that the said Ship was to go in there after having placed marks in the pass, we to go in there after having placed marks in the pass, we have Do the Ship as far as the Mouth, but the Ship making much water and sinking, we were obliged to go and pick me before the true, before whom the same shall be Signe- me. Rangon the 26th. day of September in the year One Thousand Seven Hundred and Sixty Se-

Mourants Direct

Sworn Interpreter from the Original into French

Langage by

My DuPuy
Interpreter

True Copy My DuPuy
My Compte.

D

Formulation of the Mate of the Ship of the Nation Pa
by the Captain Chief Officer Super Cargo and
Pilot under with the Captain, Chief Officer, Super
& Passengers of the Ship le Victorieux Cattly Pilot of
of Largeot, who present you, Sung with the Latitude Obs
19 Degrees 18 Minutes, Longitude, after Account
the Vessel Making much Water, by my Calculation
the Ld to encounter Winds from whence Blowing
assured, the Carpenter Likewise the Master Gunner
some more, Likewise, which the water
encreasing daily by the Report to the Carpenter
not make it Necessary to make the water
to under the Main Hatches and our Ship
Report to found Sum under the water about
from three to four feet long, which has obliged
& Leave of Sea, as well as possible the water
Ship, under the Surface of the water, found
which was defective, which might encrease
we were able to Work it, Sung to work
Necessity Assembled all the Officers, Officers
ry and Sure More Commanders, who on Examining
mitted with Many Carpenters reported the
all Sound and to Sustain the Cargo of Sung
Sea the Pumps was also tried, Pumps

966

mit it, and observed, that since our departure from Madras, w
had always had always Sea from the Southward, which had pa
fatigued the Vessel, by frequent and violent Bellings and
pitchings, which had always increased the Leak from five
an hour to thirty, and that being obliged to keep the Sea day
and night at the Pumps, it was much fatigued, and if the wea
ther should encrease anymore, it would be dangerous for us to
continue our Voyage to the Mauritius, and that it was most pru
dent to take the Opportunity of the fair Weather to get the
Pegue, as soon as possible, to careen the Ship, which it stood
in great need of, Upon the deliberation we Stood for Pegue,
Which we declare and attest to be true, to the first where of
shall be Signed, At Sea the Ship Victorieux the 24.
of September 1776.

Duplay de la Fage Labygnee

Dufaye de la Bourcher

This Declaration is signed by the Persons in the above
language under their respective signatures and is truly trans
lated from the French Language by

Ly Dalrymple
Interpreter

true Copy
Ly Dalrymple
Capt.

D

Foundations of the Mole of the

by the Captains Chief Off

Make Due and D

D Passengers of the Ship

of sufficient Depth

19 Degrees 48 min

the Ship will make

the Ld D to

this second Mole

three

269

to get any thing

must D we should have taken

if they had not been necessary to support the Ships

sand D Blocks which D

will not be possible to make use of

Ships could more than three feet

D the coming in of the Ships

and to put them if possible in safety

that to the time to remove

the 11th day of September 1777

Witness

Richd D Jefferson

Rob D Pitts

Chaplain

D Will Langridge Surgeon

D Pedro

E

Declaration of the misery of running the Ship aground

We the Undersigned Officers and Pilot of the Ship the Britannia Cutter, Not in Sailing Order to take with this present Year, being employed in the Service of Pilotage, on board the Vessel above mentioned, Do Declare that we have not had Occasion to Pump, from the first of October 1775 to the 15th of September 1776 above Eleven Months, but that there were Twelve Inches of Water in the Hold, which constantly alarmed the Crew, We never Pumped the Water with Buckets as well as with the Pumps by Labourers hired for upwards of four Months being able to clear them, the Captain and Pilot go on Shore to take a Pilot on board about 30 miles Downward, the Vessel being Loaden, with the Coals down the River, when we were in evident danger of sinking the Ship the Pumps, Wholly Unserviceable, the Ship had been having Anchor, and to Save the Ship we were obliged to slip the Cable, and run the Ship Ashore, which we Effected, and Stopped the Hole with Oakum, and Pumped the Water out, and got the Ship afloat, and put to Sea, and were taking in Ballast, when we Struck on Sand Head

N Bantlee

Deposes ale Bramshaw
N Redmond Jas
Mooreartes Asst

This Declaration is signed by four Names in same Order
under the above Signatures and is truly translated from the
Frenche by

Jeffy Dalby
Interpr

Jeffy Dalby
Actg Compt. D

F

Declaration of the other Capt of the Ship

Personally appeared before me the Subscriber
one of his Majesty's Justices of the Peace for the County
aforesaid Monsieur Mathurin Bellevue Master of the
Ship called the Mentor now lying in this Port, who
being duly Sworn on the Holy Evangelists of Almighty
God, Deposeth and Saith, that on Monday the 28th of September
present year, the Ship called the Mentor was lying
at the Mud, sustained and supported by three Anchors
at the Starboard, with cable purchase on them, the Ship
the Wind blowing Hard, her Bottom very foul, the
Water full in, and but an indifferent Pump, the
Pump stuff'd and the Captain perceiving the Ship
would not live at that time, that we could not keep

it to abandon her, we made the last effort to put her into
a Body, and save her if possible, in order to which, we asked
the assistance of the English, French and Mow Captains,
who sent on Board their Crews with their officers, together
with more than forty Bunnahs, which we had on Board
belonging to the Ships, afterwards we got ready, and had D.
ing by the Pumps, afterwards we got ready, and had D.
up the Ground tackling to bear out, as soon as the tide would
permit, This being afterwards effected, in which there were
about fifteen foot Water, where we had fixed marks, in
order to enter the Body of M. Mooreartes, We carried
one Tackle on shore, and the afterwards, to bring the Ship
round, our hawser caught hold of the poles of wood, of
which the bottom and mouth of the Body was full, which
detained us some time impeded our work, during this
interval the Water always increased in the Hold and the
Pumps & Buckets were insufficient, the Ship sunk
deeper and took in great quantity of Water and the Tide
falling the Ship touched on one Side of the Body, and
the Gunnel on the Starboard side sunk into the water,
then all the Seams parted, the Nails, the Plank broke,
before first the Stern, separated from the Keel, as likewise
was the Stern post, the Ship weighs down, all to
parts separated and open every where, and fell in
position not to be recovered, Notwithstanding we
staid all night in the Road, with Captain Moffet
and

In the Name of God Amen I Edward Du Bois of the
with a Cutlass and Pistol by my Side Anchors and Cable
with Wind and Weather and Tide Rivers and Creeks
prize were made, the Title thereof, the Water where
it being impossible to write Bills of Sale
but particularly in Country where there are neither
nor Officers proper to draw up & Sign Bills of Sale
do generally leave my Ship for the most Part
of the Ground, Which we taken with that Ice
to cover what it may be Required at Hungerford
September 1776

Witness Richard Syson
Rob Roberts

Le Bois
Deputy Agt
for Bois
Armand
Le Roux
Capt
Schooner

This Declaration is signed by four Persons in whose
Language besides the above Signature Du Bois
translated from the French Language by

Jeffy Du Bois
Interpreter

true Copy
Jeffy Du Bois
Interpreter

to 6 feet which Key

Madras 12. January 1777

M.r D. Bromley

Sir

I am desired by M.r Amadrie to inform
you of the Ship Victoriana at Pegue and to apply for the
Amount of the loss —
N.1. is a letter from the Captain towne advising that 3
Days after leaving Madras the Water had so encreased that
he gave over the attempting the Passage to Nicobars — that
he arrived off the River the 6.th of September & Key.d to
Rangoon — there before the Goods could be all the Vessel
was near foundering on which happened for want of assis
tance to pump & keep the Vessell — intending towards the
Vessell in & throw her upon the shore but the Vessell was
round & the there and could not support it she fell on
Lads side the Seams opened Notwithstanding all en
Deavours the Ship was lost the Goods and Stores were
Saved and Wreck and Stores sold by Auction —
N.2. Declaration for mortgaging to the Master says that
the 29.th Aug.t the Vessell making much Water the Carpenter
went down to examine and found about 6 Inches
mast with some Holes which they Repaired as well
as they could, this Declaration mentions their having
had a great Sea which had made the Ship labour much
& had encreased the Vessell from 6 Inches in the 24 hours
to 30. —
N.3. Sets forth that on Sunday the 28.th September last
ving stopped pumping 2 Hours the water increased
to 6 Feet, which they endeavored to pump out but the
could —

To Francis Sowden Esquir
Fort St. George

Sir

Three days after our departure from Madras, we had the
misfortune to meet with very bad weather, which
obliged us to bear away directly for Negapatam. On the 6th. Septr.
we anchored at the mouth of the river, & the 8th. we arrived at
Rangoon. We had not time to unbend the cables before
the ships were near sinking in the middle of the river. I was
obliged to ask for assistance and send for some of the officers
in order to pump constantly and keep the ships afloat, even
till we could run her ashore upon the mud at the entrance
of a dock. But the Vessel being too old and the skin so to
bear being run ashore, she fell on her starboard side, all the
price of her bottom became loose and open, so that not-
withstanding all our endeavours to save her, she was lost.
The Cargoe and other things belonging to her were saved.
We have made a public Sale of them for account and
for whomsoever they belong to. In consequence, I have
made proper verbal proceedings concerning the affair
which I send to your direction by Capt. Veale. I pray you
to be kind as to take a copy of them and send them to Mr.
Amadree for to have them deposited at the Admiralty
of Pondichery.—

I am building a small vessel here, and I expect to depart from
hence in the latter end of February next. I believe that Mr. Hamilton
will also come with me.—

Rangoon 12 December 1770

I am Sir
your most obedt. & Humble
Servt.—
Duprey de la Fayolle

being Stowd tothe appointed place the tryal is made by
a Chief of the Construction and Caulker appointed for vice
who both give an Account of upon which the Ship is a
ved Either good orbad after that first proceeding only a
can get leave to unmoor a Ship toraise men, toobtain a
-pass port andattest to setforth out of the port all that
operations have so much Connexion one with another
that itis impossible toperform the last without have
first performed the others too, the Ship the Victorious ha
Dd not of the Port of Morie the Captain of the Ship can
not Set sail without having acquitted himself of the re-
-quisite formalities and being provided with suchbills
as impowered him toNavigate, therefore the Ship the
Victorious hadbeen before Judged good on Navigable
That Ship hadmade only the trayass from Morie to Pon
-dichery and from Pondichery to Madras when the insu
-rance Office of this last City insured — upon the afore
Said Ship the Victorious appointed for a Voyage toBay passing
by Nicobars —

This Ship was inthe Road of Madras inthe time of thebrea
-king the insurance there very easy forthe Committee of
Insurance to inquire after the Qualities of the Ship, Even to
get it searched, this Ship went out from Madras the —
1st by the verbal process Number 2. Dated of the 24. of Sep
-tember 1776 it appears that the Leak Spoted of several worm
-pinckings, and some Seams of which the Seam was worm
-eaty, wat the wounded in high Sea to the best of their pow
-wer but the Stormy waves the best during the navigation

That Ship was not fitt to Let Sail went at wont
Madras, Say the Committee— Last there is not reason
sin the Question may properly be resolved pursuant
Judgement of the Concerned parties in that present c
ties an easy thing to prove that the pretentions of the
mittee of insurance of Madras are not well grounded
6. Some appointed receivers Searched the Ship the Victorio
in the Port of Monies and stores only upon the Certificat
they gave, that Ship was Judged to be good, the private
obtained Release to arm that out, and the Captain go
his Expedition that the Ship was good and Certainly the
Contrary is not to be presumed, Supposetions in many Ca
whatever Can't be received and spoke of authentical Certificat
20 — When the insurances were given the Victorious
was lying at Anchor in the Road of Madras and surely
nothing Kept the insurance Office from having true
notices of the Actual qualities of the aforesaid Ship and
of being well informed whether she was apt or not for
Suffering the appointed Voyage more how could the Com
mittee instance in, that ordinarily they use not to take
most part of insurances are Signed for Ships which
being not at the port of the Cities, where they are insure
their good or bad qualities remain unknown but that
improbability a man is in of searching and proving
a Ship here amond to insure, deprives not the insurers
of having been able to search the qualities of a Ship ac
-tually offered, to be insured by them and that was
before their Eyes there as with the Victorious Lying in

the Rest of the Masters at the time of their arrivall

But the Committee thinking it their duty to
Enquire fully Signed, depending upon good Security
ship and as we have since been informed that the
was Leaky Even before the Policy of Insurance
Signed, we are therefore dispossed with the pay
Insured pretend Truly the masters Affirmed
suppose, the owners of the Hibernia had any regard
above misusing, by treating with them about the
owners of part of that Ship, knew the Dis-
covered any Leak greater in their Ship since
they last were for Leaving some difficulties for
the owners in the explanation of many Clauses
had not been referred into the Hands of
when the owners are to be regulated for a voyage and
Estimated by the way of Computation they are not
they took their ships are fitt to perform the Voyage
appointed to Discharge from all engagements they
Do not find difficulties in it as we
May not mention here, it is very strange that the
with so many years as they were upon the
that the Ship the Victorious did Leak before they
two former Do not Extend the Clauses
Like wise Do we Conceive they ought to
Do with Respect of money due to the Ship and
pleased to Direct their Clerks upon that Head
not have Leave

homestead Testifyed with them an intention not to
the premium if it happened that the Ship should
safe to the appointed place the Ship the Victorious
before the signature of the Policy of Insurance, say
Committee but what opening this from it seems, by
verbal proofs of the 2d of Septr Occasioned only from
worm pricking and the defects of the Sow into
Seams, out of which that Seam pulled up, what may
was occasioned through the inadvertency of the Calkers
at the time of the refitting at Maria what ships are
case of like inconveniences, dont the worm cause every
say like Leaks, let these insects pierce Ships but in
the Leaky from increasing, refitting is the Intended
the attacked Ship, the Victorious was in that Case but the
Leaky were so much multiplied that they judged it
necessary and indispensible to run a ground in order to keep
the Ship from sinking what Ship was of form might be
Leak, and Like a stopping round was rough and unsea
the fastening pins & Nails and the Ship Leakeff how
can the insurers hope in these Cases to be discharged from
Insured have felt their Claim Reasonable, and it follo
that if the Ship happened to perish [illegible] the effect
ther of the Sea planks, spilling pay &c was joined or a
out growing plank with the Bolt, or many other like Cas
If Yellow, they say, that the Insurers should Be
charged to, what indeed is not allowed at all

Pleas, Gentlemen, Counsel

Mayor's Courtat Madraspatnam

Saturday 15th Day of Decemr
Anno Domini 1781

Present

Mr James Call Senior Aldermn
William Webb Robert Hughes and
Hugh Maxwell Aldermen

Between Felix Victor Amiel
ate of Pondichery Merchant by
his Attorny George Isaac Rose
and of Madras Merchant Com
plainant and John de L; John
Balfour and Robert Ewing of
the same place Merchants Defen
dants

This Cause coming to be Heard and Debated the Day in the Presence of the Attorneys on both sides by the Complainants Bill Answer Exhibits and Depositions and the Defendants Answer with Exhibits annexed the Report of the Arbitrators and Deposition taken by the Defendants Commission and the part of the Complainant and the part of the Defendant touching the Matters in Question in this Cause and Due Consideration had thereon It is Ordered Adjudged and Decreed that the Complainants Bill touching the Account Dismissed with Costs as stand Dismissed with Costs and Do Decree that the Complainant do deliver up to the Defendants

277

the Copy of Summons in Question to be Cancelled upon
Defendants paying back to the Complainant the Sum
Five Hundred Eighty Pagodas / Pagodas 480 -
being the Amount of Damages Paid by the Defendants
pursuant to the Order of the Defendants in that behalf

Court of Appeals
at
Madraspatnam

} So Monday the 22d May
Anno Domini 1797

Between J. L. Petitdidier
Appellant and
Ruffin & Robberg Respondents

This Cause coming on this day to be heard & debated
before the Honble Sir Robert Palk Bart Governor
& the Honble Edward Gwillim Esqr Second in Council
& the Honble Thomas Graham Esqr Third in Council
& the Honble Thomas Hodgson Esqr Fourth in Council
& the Honble Thomas Oakes Esqr Fifth in Council
& the Honble Thomas Hodgson Esqr Sixth in Council
& the Honble Thomas Oakes Esqr Seventh in Council
& the Honble Thomas Hodgson Esqr Eighth in Council
& the Honble Thomas Oakes Esqr Ninth in Council
& the Honble Thomas Hodgson Esqr Tenth in Council
& the Honble Thomas Oakes Esqr Eleventh in Council
& the Honble Thomas Hodgson Esqr Twelfth in Council
& the Honble Thomas Oakes Esqr Thirteenth in Council
& the Honble Thomas Hodgson Esqr Fourteenth in Council
& the Honble Thomas Oakes Esqr Fifteenth in Council
& the Honble Thomas Hodgson Esqr Sixteenth in Council
& the Honble Thomas Oakes Esqr Seventeenth in Council
& the Honble Thomas Hodgson Esqr Eighteenth in Council
& the Honble Thomas Oakes Esqr Nineteenth in Council
& the Honble Thomas Hodgson Esqr Twentieth in Council
& the Honble Thomas Oakes Esqr Twenty-first in Council
& the Honble Thomas Hodgson Esqr Twenty-second in Council
& the Honble Thomas Oakes Esqr Twenty-third in Council
& the Honble Thomas Hodgson Esqr Twenty-fourth in Council
& the Honble Thomas Oakes Esqr Twenty-fifth in Council
& the Honble Thomas Hodgson Esqr Twenty-sixth in Council
& the Honble Thomas Oakes Esqr Twenty-seventh in Council
& the Honble Thomas Hodgson Esqr Twenty-eighth in Council
& the Honble Thomas Oakes Esqr Twenty-ninth in Council
& the Honble Thomas Hodgson Esqr Thirtieth in Council
& the Honble Thomas Oakes Esqr Thirty-first in Council
& the Honble Thomas Hodgson Esqr Thirty-second in Council
& the Honble Thomas Oakes Esqr Thirty-third in Council
& the Honble Thomas Hodgson Esqr Thirty-fourth in Council
& the Honble Thomas Oakes Esqr Thirty-fifth in Council
& the Honble Thomas Hodgson Esqr Thirty-sixth in Council
& the Honble Thomas Oakes Esqr Thirty-seventh in Council
& the Honble Thomas Hodgson Esqr Thirty-eighth in Council
& the Honble Thomas Oakes Esqr Thirty-ninth in Council
& the Honble Thomas Hodgson Esqr Fortieth in Council
& the Honble Thomas Oakes Esqr Forty-first in Council
& the Honble Thomas Hodgson Esqr Forty-second in Council
& the Honble Thomas Oakes Esqr Forty-third in Council
& the Honble Thomas Hodgson Esqr Forty-fourth in Council
& the Honble Thomas Oakes Esqr Forty-fifth in Council
& the Honble Thomas Hodgson Esqr Forty-sixth in Council
& the Honble Thomas Oakes Esqr Forty-seventh in Council
& the Honble Thomas Hodgson Esqr Forty-eighth in Council
& the Honble Thomas Oakes Esqr Forty-ninth in Council
& the Honble Thomas Hodgson Esqr Fiftieth in Council
& the Honble Thomas Oakes Esqr Fifty-first in Council
& the Honble Thomas Hodgson Esqr Fifty-second in Council
& the Honble Thomas Oakes Esqr Fifty-third in Council
& the Honble Thomas Hodgson Esqr Fifty-fourth in Council
& the Honble Thomas Oakes Esqr Fifty-fifth in Council
& the Honble Thomas Hodgson Esqr Fifty-sixth in Council
& the Honble Thomas Oakes Esqr Fifty-seventh in Council
& the Honble Thomas Hodgson Esqr Fifty-eighth in Council
& the Honble Thomas Oakes Esqr Fifty-ninth in Council
& the Honble Thomas Hodgson Esqr Sixtieth in Council
& the Honble Thomas Oakes Esqr Sixty-first in Council
& the Honble Thomas Hodgson Esqr Sixty-second in Council
& the Honble Thomas Oakes Esqr Sixty-third in Council
& the Honble Thomas Hodgson Esqr Sixty-fourth in Council
& the Honble Thomas Oakes Esqr Sixty-fifth in Council
& the Honble Thomas Hodgson Esqr Sixty-sixth in Council
& the Honble Thomas Oakes Esqr Sixty-seventh in Council
& the Honble Thomas Hodgson Esqr Sixty-eighth in Council
& the Honble Thomas Oakes Esqr Sixty-ninth in Council
& the Honble Thomas Hodgson Esqr Seventieth in Council
& the Honble Thomas Oakes Esqr Seventy-first in Council
& the Honble Thomas Hodgson Esqr Seventy-second in Council
& the Honble Thomas Oakes Esqr Seventy-third in Council
& the Honble Thomas Hodgson Esqr Seventy-fourth in Council
& the Honble Thomas Oakes Esqr Seventy-fifth in Council
& the Honble Thomas Hodgson Esqr Seventy-sixth in Council
& the Honble Thomas Oakes Esqr Seventy-seventh in Council
& the Honble Thomas Hodgson Esqr Seventy-eighth in Council
& the Honble Thomas Oakes Esqr Seventy-ninth in Council
& the Honble Thomas Hodgson Esqr Eightieth in Council
& the Honble Thomas Oakes Esqr Eighty-first in Council
& the Honble Thomas Hodgson Esqr Eighty-second in Council
& the Honble Thomas Oakes Esqr Eighty-third in Council
& the Honble Thomas Hodgson Esqr Eighty-fourth in Council
& the Honble Thomas Oakes Esqr Eighty-fifth in Council
& the Honble Thomas Hodgson Esqr Eighty-sixth in Council
& the Honble Thomas Oakes Esqr Eighty-seventh in Council
& the Honble Thomas Hodgson Esqr Eighty-eighth in Council
& the Honble Thomas Oakes Esqr Eighty-ninth in Council
& the Honble Thomas Hodgson Esqr Ninetieth in Council
& the Honble Thomas Oakes Esqr Ninety-first in Council
& the Honble Thomas Hodgson Esqr Ninety-second in Council
& the Honble Thomas Oakes Esqr Ninety-third in Council
& the Honble Thomas Hodgson Esqr Ninety-fourth in Council
& the Honble Thomas Oakes Esqr Ninety-fifth in Council
& the Honble Thomas Hodgson Esqr Ninety-sixth in Council
& the Honble Thomas Oakes Esqr Ninety-seventh in Council
& the Honble Thomas Hodgson Esqr Ninety-eighth in Council
& the Honble Thomas Oakes Esqr Ninety-ninth in Council
& the Honble Thomas Hodgson Esqr One Hundredth in Council