C9 Y8 S+1

1/2 cup

1 tbsp

1 tsp

2 g

2124

Index to Records Anno 1765

A

Avratan Pedro 100 Leeward Woodlar 229
Arnold Thomas 100 Wandsworth Venetsubellum 80 327

B

Bowcher James 100 Mount Sewer 12
Barnaby Anthony 100 Birmingham Armaguan Ship 270
Brayley Charles Feltham of 328
Brooks Henry 100 Indiahawa Woodlar and Cyalamby Woodlar 123
Barnwell Francis Lonsdale Board of 520
Brasier John Feltham of 640
Barnwell Thomas 100 Black Woods Skabrah 711
Bays Dark Sea Trustees by John Phelps Sabreavia Sea 100 John Chrestian Ext. 752

C

Clay William 100 Naugapilla 146
Cawthy Lachlan Sea 100 James Hay and Anthony Sadlier Ex Quebec 186
Ld Elizabeth 100 Chippewan Chitty Adam Shaler to the Estate of Edward Edwards 583

D

De Fonseca Simon 100 Swampscott Cherry Barbara Naugapilla 14
Delaware John 100 Swanga 64
Dobbs ..... 100 Swannadah and Company 324
Dobbs Lawrence 100 Creek Deerfield 344
De Costa Daniel and James Young 100 Nunah Chitty 606
Durnford John 100 Packapak 619
De Costa Daniel and James Young 100 Canderabbe and Aga Mahomed Simon 686
Dobson and John 100 Tamby Chitty 719

E

Edward Edwards 100 John Francis Edwards 471

F

Frederick Valentine Feltham of 13
Fabricius Philip John 100 Mosha Woodelly 146
Forbach Adrian 100 Moodu Woodelar 171
Ditto ..... 100 Guamultie 257
Fabricius Philip John 100 Tanjore Grove Moody Pathan 452

Fabricius Philip. John Vers Augustapuram ... 577.
Francis Aaron by George Thatton Esqr vers Colin Dilonara ... 609

G

Gregorio Joaquim vers Pulliad Narain Chitty ... 104
Ditto ... vers Chinna Calla by Chitty and Vengadachum ... 511
ditto ... vers Pandula Vencata Reddiah ... 569

M

Hayes Samuel vers Venkatachellum and Pillaitandy ... 66
Hemp Gowan and Cathaven Hemp by John de Frias vers Mary Tepping ... 227.
Hathaway James Gridiron ... 429.
Hanison William vers Suracolly Narrainsabo Vea ... 508.

I

Jane Edward vers Tilunga & Mallay Colundan Gramony ... 16.
Jacob Gnanadi vers Vadamillay ... 90.
Jacob Ther Satur Ezja vers Allimaguc ... 187.
Jane Edward vers Munakby and Valley ... 213.
ditto ... vers Vidie ... 295.
Johnson Samuel vers Veraputtrah Pillah ... 297.
Jane Edward vers Moosala Nainapah ... 487
Ditto ... vers Anacala Tigapah Naique ... 802
Johnson Samuel vers Mahamad Meeran ... 808

K

Kitty Thomas by Charles Bundy vers Moorhead ... 474.
Kiernan Patrick James vers Pugliparada Nimar and Cawar Cydamadar &c. 544.

L

M

Mathias Francisco Inna and Agustinha Ds sand by Rita their Mother vers The Revrend Fra Bernardo de Santuario Vicar Administrator of Tranquebar &c. 9.
Mackay George by Hand Ruffell vers Sinna Ramah Chitty ... 137.
Moonapah Moodliar vers Merchand ... 175.
Moodi Dubash vers James Muffett ... 549.
Mandell Ramanada vers Joseph Darga ... 690
Mohamm Moohiadeen Ezja vers Abba Paudaram Moodu Veerasa ... 692.
Ditto ... vers Pillah Moony Vencat Nainapah Chitty ... 759

N

O

P

Pelling Thomas vers Madrapatnam Nunah Chitties Hse . . . . . 4.
Peter Andrew vers Sagapah Chitty and Dandy Chitty . . . . . 57.
Pepham Thomas and Thomas Adair vers Valoriano Johnson and Sammy . . . 59.
Pelling Thomas and John De Sous vers Peter Coondah Rangapah . . . . . 68.
Paramer Peter Johannes vers Sambanda Coondapah 140
Pelling Thomas and John de Sous vers Kovelly Chetteh . . . . . 142.
Paramer Peter vers Cottapetty Surgery . . . . . 232.
Palmer Archdale Johnson of 328
Pelling Thomas and John de Sous vers Pachabanda Nunah Venadan Pillai Pillai 349
Palmer Archdale vers Mussapoochum Longapah . . . . . 504.
Paramer Peter Johannes vers Channa Chetty Coondapa . . . . . 537.
Ditto . . . . . vers Ratnaby . . . . . 707.
Ditto . . . . . vers Hanuma Venadasha . . . . . 714.
Ditto . . . . . vers . . . Ditto and Hanuma Vengamah . . . . . 717.
Pascall Edmund . . . . vers Mootiah . . . . . 734.
Powney Thomas vers Venadadry Moodelay 783
Pedda Marcar vers Moodu Papoo Ramayah . . . . . 804.

Q

R

Rowrie Michael vers Valoriano Johnson . . . . . 2.
Rodgers Thomas vers Col Burton Vengadu . . . . . 575.
Rodrigues Marcelus vers Venatta Narrain & Contra . . . . . 618.
Rooper Peter Johnson of 641

S

Sutton Edward by William Gordon vers Richard Lee . . . . . 113.
Smith Hendrick vers Thamma Venadasha 298
Senior William vers Cyne Bussawapah 393
Smith Senior John by Claud Russell vers Singa by Ramathotam Gopaul Dass . . . 421
Storey Thomas vers Venat Narrain Samay 1147
Storey Edward vers Ophoo Pillah . . . . . 584.
St Paul Babbata John Smalley Band of . . . . . 652.
Sykes John Johnson of 660
Smith Senior John vers Govind Shroffy 725
Ditto by Claud Russell vers Singaby 954

T

Todd Charles by James Hay 100 Chandamondelly 207
do do do 100 Mahomed Ayoob 282
Tindivah and Condapah 100 Pascal de Bazara 320
Taylor James by James Hay 100 Judy Narraun and Canakaburah 703

V

W

Windie James 100 Ninah Chilly 100
West James 100 Bala Chetmaddoo 369
Walton Ann 100 Tonadah pram 399

X

Y

Yacambaram 100 Francisco Xavier 780

Z

Read and filed
15th December 1765

To the Honorable the Mayors Court
at Madraspatanam

Humbly Complaineth sheweth unto this Hon'ble Court your Orator Michael Bourredon of Madras inhabitant that Caloriane Athanan alias the same plaintiff inhabitant did on or about the 20th day of October which was in the year of our Lord one thousand seven hundred and sixty three Borrow and receive from Ursula Pantan your Orators Wife the Sum of three hundred Pagodas Current Money of Madras payable with the Interest of Eight p Cent per Annum which on Reckoning Money of Fort Dividen accounting as two Pagodas eight Fanams the Sum of six hundred and twenty Pagodas which sum is Ready to be produced to this Hon'ble Court when Ordered your Orator further shews to this Hon'ble Court that he hath frequently and in an amicable manner Requested payment from the said Caloriane Athanan of the said Sum of Three hundred Pagodas

But the said Caloriane Athanan may please this Hon'ble Court the said Caloriane Athanan absconds and illegally refuses to give your Orator satisfaction touching the premises your Orator therefore prays a Writ of Subpoena may issue out of this Hon'ble Court directed to the said Caloriane Athanan commanding him by the said Writ to be and appear before this Hon'ble Court at such time as to this Hon'ble Court shall appear reasonable to require and good Conscience to the end and therefore that the said Caloriane Athanan may upon his corporal oath true and perfect answer make to all and singular the matters and things herein before alledged and set forth as fully truly and effectually to all intents and purposes as if the same were here again Repeated and interrogated and the Defendant to pay unto your Orator the aforesaid Sum of three hundred Pagodas with all Interest due thereon also all Costs of this Suit

And your Orator as in Duty bound shall ever pray

Caloriane Athanan to be summoned and Required by the Sheriff of Madras or Deputy Sheriff of Madraspatanam and the Defendt hereby personally to be and appear at a Certain time and place to be by this Hon'ble Court prefixed and answer the Bill of Complaint and further to stand to and abide such order and Decree therein as to this Hon'ble Court shall seem Meet

William Cranville
Attorney for the Complainant

Mayors Court at Madraspatnam

Thursday the 23 day of December Anno Domini 1784

(24)

Present

Thomas Lowndes Esquire Mayor

Edward Ashe ——— Peter Marsden

John Edwards ——— Thomas Holcroft

George Baber ——— George Dalton

Edward Boddam ——— Anthony Sadleir

Reynold Adams ——— Aldermen

Mayors Court

Between Herbert Compton of Madras Inhabitant Complainant and Catherine Johnson of Fort St George Inhabitant defendant

The defendant being in Court and acknowledging the justness of the Complainants demand This 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 Three hundred Pagodas Pagodas 300/ together with such Interest as now is or shall hereafter become due thereon. Until full payment is made according to the Tenor of the Obligation sued for also all Costs of this Suit.

Read and filed
14th December 1784

To the Honble the Mayor Court at Madraspatnam

Humbly Complaineth shewth unto this Hon'ble Court your Orator Thomas Pelling of Fort St George Merchant that Madrapatnam Nana Chitty Pullivat Nana Chitty and Pullivat Nagapah Chitty of Madras Merchants are jointly and Severally Justly indebted unto your Orator in the Sum of Three hundred Pagodas and for Value received upon a Bond or Obligatory bearing date the fifth day of September one thousand seven hundred and eighty four for the Sum of one hundred and twenty Pagodas and Interest thereon by which said Bond or Obligatory they the said Madrapatnam Nana Chitty Pullivat Nanah Chitty and Pullivat Nagapah Chitty promised

to grant the said Mandrapauthum Nanah Chitty as your Orator one month after date hereof as will more fully appear by a translate thereunto annexed for the inspection of this Honble Court which said Sum of seventy six Pagodas and ten fanams after the Rate of eight Shillings for every Pagoda will amount to Thirty Pounds ten Shillings and upwards of sterling money of Great Britain and whereas your Orator hath frequently and in very reasonable manner Requested payment of the said Mandrapauthum Nanah Chitty, Pullicat Nanah Chitty and Pullicat Seegapah Chitty Brokers aforesaid but they please this Honble Court the said Mandrapauthum Nanah Chitty, Pullicat Nanah Chitty and Pullicat Seegapah Chitty unreasonably and unjustly Refuse to give your Orator any manner of Satisfaction touching the premises although your Orator hath several Bills and other Writings appears agreeable to equity and good Conscience to be paid But so it is true that the said Mandrapauthum Nanah Chitty, Pullicat Seegapah Chitty and Pullicat Nanah Chitty may upon their Corporal Oaths true and perfect answer make to all and singular the Premises and things herein before charged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and the Defendants to pay unto your Orator the aforesaid sum of seventy six Pagodas and ten fanams with all such interest as shall become due thereon as well Costs of this Suit

May it please this Honorable Court to cause the said Mandrapauthum Nanah Chitty, Pullicat Nanah Chitty and Pullicat Seegapah Chitty to be summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honorable Court prefixed and appointed then and there to answer stand to and abide such Order and Decree thereon as to this Honorable Court

E. Bromley Att. Compt.

Madras 8th September 1764

We Mandrapauthum Nanah Chitty, Pullicat Nanah Chitty and Pullicat Seegapa Chitty jointly acknowledge to have borrowed and Received from Mr. Thomas Pelling the sum of one hundred and sixteen Pagodas ten fanams Current of Madras fifty Pagodas whereof is to be paid on the twentieth instant and the Remainder the fifth of November following and interest the same until paid by the fifth of November on the same is to carry Interest and payable on demand Witness Thereunto Mandaliar and Seegapah signed by

Mandrapauthum Nanah Chitty
Pullicat Nanah Chitty
Pullicat Seegapah Chitty

A Bundle of papers containing the original Petition

Of Thomas Bowrey Esqre

Mayors Court
Madraspatnam

Defendants

Thomas Bowrey Esqre. Harper
Edward Ruffell ——— Peter Manjette
John Belchamber ——— Thomas Pettall
George Baker ——— George Dolling
Edward Paddon ——— Balthazar Saxton
Reginald Adams ——— Abraham ——

Between Thomas Bowrey of St. Lucia

George Hombard Company Merchant
Madraspatnam Peter Manjette Pettall
Merchant and Pettall Trappe Chitty
of Madras Merchants Defendants

The defendants Trappe Court and acknowledging the service
of the Complainants Summons Thereupon doth Enquire Humbly leave to Enter and
Decree and doth accordingly order and Decree that the Defendants do Pay unto
the Complainant the Sum of Pagodas 16.10 Together with all such Interest as may
become due thereon until full Payment be made also all Costs of this Suit

Filed the 10th November 1764
Read the 13th Dec. 1764

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court your Orator
Mathias Thomson Bowrey and Agustina his Wife late Widow and Executrix of
Thomas Lucas under Charge of Bounty are given by Peter Amos Mather unto

most Humble that Francisco Xavier of Madras Inhabitant being possessed of many Conside=
rable personal Estate died on or about the second day of June in the year one thousand
seven hundred and ninety four duly made and published his last Will and Testament
in writing and thereby devised and bequeathed amongst other things as follows the
sum of one thousand Pagodas a piece to each of his natural Children Bernardo Mathias
Francisco Anna and Agostinha for their inheritance the Interest whereof was to be
paid during their Infancy and the Principal after they shall attain the age of twenty
one years thereby decreeing the Executors in the Will named the Reverend Fra Bernardo
and Francisco de Siqueira Pereda to place the same out at Interest in the best manner for
the maintenance of the Children your orators and as after their decease to your orators the
said Francisco Xavier did bequeath to Your Orators as to a Legacy for your maintenance
subsistance and a further Legacy of three or four hundred Pagodas worth of Stone and
wood after the death of the said Testator the said Fra Bernardo and Francisco de Siqueira
Pereda duly proved the said Will in this Honble Court and took upon themselves the
Burthen and Execution thereof by Virtue whereof possessed themselves of all the said Testa=
tors personal Estate goods and Effects to the amount of four thousand Pagodas and
upwards and your orators shew that they have by their Mother and friends
applied to the said Executors to allow your orators a Subsistance out of the Effects that
have come to the hands of the said Fra Bernardo and Francisco de Siqueira Pereda
which your Orators well hoped that the said Executors would have complied therewith
as in Conscience and equity they ought to do

But now so it is and may it please this Honble Court the said
Fra Bernardo and Francisco de Siqueira Pereda absolutely Refuse to make any
Provision for your orators out of the Effects of the said Testator Xavier or to give your
orators any Satisfaction touching the Premises though your orators
expected they as that they were obliged and Enjoined to make such Provision because your
poor Subsistance Relief and therefore that the said Fra Bernardo and Francisco
de Siqueira Pereda may upon their and each of their Corporal Oaths true and perfect
answer make to all and singular the matters and things herein before set forth
and all and singular fully truly and Particularly to all intents and purposes as the same
are herein Repeated and interrogated and that the said Fra Bernardo
and Francisco de Siqueira Pereda may be Compelled to allow your orators such
maintenance as the Effects come to the hand of the said Executors will allow of
as this Honble Court shall think meet Expedient and that whatever maintenance
this Honble Court shall think fit to Decree your orators may that they may
be paid by your Orators Mother the aforementioned Viuda and that your orators
may have such further and other Relief in the Premises as the Nature of their
Case shall Require and as to this Honble Court shall seem Meet

May it please your Honours to grant unto Your Orators Writs of
Subpoena

6

Bernardo and Francesco de Siqueira Pinto to be Summoned and Required by the Mayor of Fort Saint George Town of Madraspatnam and the Inhabitants thereof Joinedly to be and appear at a certain and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet

Sr. Brandley
Attorney for the Complainants

10th November 1761.

This Bill being Returned to the Solicitors the day of Adjournment according to the standing Rules of Court

Lloyd Russell
Jun. Alderman

Read and Filed
20th December 1761

Answer of Fre Bernardo and Francisco de Siqueira Pinto Executors to the Estate of Francisco Xavier deceased to the Bill of Mathias Francisco Agostinho and Ignatio Xavier Pinto their Nephews

The Defendants severally at all times saving and Reserving to themselves all and all manner of Benefit of Exception to the many Errors uncertainties and imperfections in the said Bill contained for answer thereunto or unto so much thereof as these defendants are advised doth materially concern them to make Answer unto they defendants do Answer and say that they Sum of Twelve Pagodas every Month for their Maintenance which these defendants have been credibly informed is more than sufficient for that purpose upon a Comparison of what the Complainants Mother has already Expended for that purpose And the said Francisco Xavier deceas'd as these defendants to their Character of Executors to their deceased Fathers Will look upon themselves as Guardians of the Complainants These defendants Can by no means admit of the Complainants remaining under the Care and Guardian of their said Mother as it is contrary to the intention of the deceased who in his life time Enquired of this defendant Fre Bernardo in case of his decease to place the Female Children in the Orphan House belonging to the Roman Catholick Church at Madras and the Males to be kept under the Care and Guardian of these defendants the said Fre Bernardo These defendants further allege as a Reason for such Supposition

and

made by the Complainant of the Children that came before the decease for some particular Reason but Reason to himself and for some Misconduct of the Complainants Mother he turned her out of Doors though she afterwards Recd Encouragement from the defendants therefore thinks that the Complainants Mother was a Person very improper for their Office and that these defendants alone and take by their office Executors but by the deceased Request to these defendants the Bonnard as to before setforth have the trust of the Complainants Children and Maintenance Upon as above which they are Ready and are Desirous faithfully to discharge

These defendants admit that they became Possessed of Five Thousand Pagodas of the State of the said Thomas Esther Bridgenbrick from three and Twenty Persons three Thousand three hundred and twenty seven Pagodas after the deduction of the annexed Account of Debts and Expences Except

All which matters and things these defendants are Ready to aver maintain and prove as this Honble Court shall direct and Humbly Prays to be hence dismissed with their Reasonable Costs and Charges in their behalf most wrongfully Sustained

Cordale Bloxam

Solr for the defendants

Legacies bequeathed by the deceased Will exclusive of the Childrens proportion of his estate

in Money	925 " "
Paid for Medicines and attendance on the deceased during	167 " 28
his Sickness	15 " 21
Paid the deceased Servants their Wages Vizt	5 " 12
Paid Funeral Charges	13 " 27
Paid for Probate of the Will the Notary and Court Charges	24 " 38
Paid Sundry other Charges amounting to	1222 " 3 "
Retained for the Share of the said more in Court against the Estate	100 " "
	Pagodas 1622 " 3

Juizo Civel
20 Dezembro 1768

O Reo Ré Bernardo Soares
de Siqueira Pardo Cabral do estado de Casado
Clerigo defunto sobre a Quantia de Mathias
Francisco, Agostinho &c Anexo por sua Mag
Pedro

Estes defendentes agora e por todo tempo de seu vida obrigando
se bastante e Abonadamente por elles todos e todas Mazeiras do Beneficio do Coronel
das muitos erros ingerdos e iniquidades que na dita Quantia contem e por Reo
do qual estes defendentes são arrogado que materialmente pertencem a elles de-
Responderão nos Reo de dittos defendentes elles que elles estam prompto a
vontade de dar aos Quarentes a forma do Alvará pagados por Cada Mez do estado
do defunto [illegible] seus sustento e qual estes defendentes tambem enformado que he
mais do que sufficiente por aquelle effeito em Comparação do que o mez dos Quaren
tes se gastava depois que o dito Francisco Xavier Morreo mais como estes defendentes
nos suas Charactas dos Executores no Testamento do defunto Reo delles e os
suas Pessoas como Guardadores destes Quarentes, Estes defendentes que por Bondade
de Admitter de os Quarentes Estar abaixo do Cuidado e Educação da suas dita
May que lhe Contrario do tempo do defunto Reo em sua Vida encarrego a estes
defendentes Reo Bernardo Alcaide que elle falleceo ao Criancas Termos de deixar na
Caza de Orpha pertencente a Igreja Cathedral Bonarea em Madrasta aos Mocos
de deixar Abaixo de Cuidado e ensino destes defendentes e dito Reo Bernardo
Estes defendentes tem Allegado por [illegible] Pergaram de taes disposições feito por
os Quarentes das suas Criancas algum tempo Antes dos Seus Morte por alguns
Particulares Pergaram que Somente elle Reo [illegible] por alguns Mal procedores da
May dos Quarentes e defunto Sargento Mor Cabral Reo respondeo que estes defendentes
a bem bouve que a May dos Quarentes he Rica pessoa [illegible]
officio que estes defendentes allegão de serem Executores Reo por encarregamento do
defunto Reo defendente Reo Bernardo como a cima Referido Mocos dependentes das
educacoens e sustentos dos Quarentes por isso elles estam prompto a [illegible]
de descarregar fielmente

Estes defendentes tambem admitter que elles sabem
a Soma de Sinco Mil Pagodes do Estado do dito Francisco porem de qual Soma Sinco
Reo tres mill tres Sentos e setenta Sete Pagodes despois de abater da Conta
Armazem da Dividas e Deixas Reo

Todas estas Materias e Cousas estes Defendentes estão
prompto de sustentar e provar como este Honrado Corpo Mando Ordenar e Mum-
damento Poderão de dizer fora com mais Allegação e Alegação que por estes mesmo

Mando

mayor's Ct. Ct. Andrew Jackson

P. Bernardo
For. de Aga. Pinto

Dollrs Cts
Pd. Amt. que deixou por Testamento do defunto ofora do proprietario Jose Nunes
Carneiro devendo o Estado em dinheiro 926
Pagos por Medeiros & Abreu de Providencia por conta do defunto
sua dita dotação 162 28
Pagos a Paga dos Serventes Pia do defunto 75 24
Pagos por Aprobação do Testamento Notario
e Gastos de Corte 23 27
Pagos outras varias gastos que se mandou 24 38
1227 89
Recebido por Conta de huma Condemnação contra
Corte contra o Estado ..... 400 ..
Recebido 1627 89

P. Bernardo
For. de Aga. Pinto

Mayor's Ct. Ct.
Andrew Jackson

Mayor's Ct.

Present
Thomas Downing Esquire Mayor
Saml Ruffell — Peter Mallett
John Delmare — Thomas Bethell
George Baker — George Dalton
Richard Haddon — Anthony Sadler
& Reynold Adams — Aldermen

Between Nathan Francis Merchant
Respondent & Natural Son and Daughter of
Francisco Lisor under the Age of Twenty one Years
by Nicholas Rutter Esquire and Ann Brooks

100

and Francisco de Aguiar Paiva Executor
to the Estate of Francisco Xavier deceased
Defendants

Whereas Complainant hath exhibited his Bill of Complaint against the Defendants praying that the Defendants may be decreed to pay unto the Complainant the Sum of Sixteen Pagodas per Month for the Maintenance of the Children of the said Francisco Xavier deceased to commence from the time of his death and that the Costs of this Suit may be Reserved until the hearing of the Cause

Let Copy

Filed this 21st October 1761

To the Honourable the Governor
Council at Madrasapatnam

Humbly Complaineth Sheweth unto this Honourable Court your Orator Thomas Bowdoin of Fort St George Merchant that your Orator did Advance and lend unto Antonio de Cruz of Fort St George aforesaid the Sum of one hundred twenty seven Pagodas twenty eight Fanams and twenty four Cash and in order to secure the payment thereof the said Antonio de Cruz did by a Receipt bearing date the Twenty first day of July one thousand seven hundred and fifty seven acknowledge to owe unto your Orator the said Sum of Fort St George Pagodas as aforesaid and did thereby Covenant promise and agree to and with your Orator to pay the same unto him on demand and for the better Assurance thereof did Mortgage and Pledge unto your Orator all that Messuage or Tenement situate at Fort St George aforesaid and bounded as follows (viz) on the East by the House and Ground belonging to the Heirs of Mr Thomas Pitt deceased on the West by the House and Ground belonging to Mr Thomas Pitt on the North by the Street leading from the Old Church to the Sea and on the South by the Ground belonging to the Heirs of Mr Thomas Pitt deceased as by the said Receipt and Mortgage Deed now in the Custody of your Orator may more fully appear and your Orator hath applied to the said Antonio de Cruz for Payment of the said Sum of one hundred twenty seven Pagodas twenty eight Fanams and twenty four Cash and demanded the same but he refuses and neglects to pay the same to your Orator Wherefore your Orator prays that the said Antonio de Cruz may be compelled to pay unto your Orator the said Sum of one hundred twenty seven Pagodas twenty eight Fanams and twenty four Cash and interest for the same from the time of demand thereof and that your Orator may be at liberty to sell the said Messuage or Tenement and Premises and out of the Money arising by the Sale thereof to retain and pay himself the said Sum of one hundred twenty seven Pagodas twenty eight Fanams and twenty four Cash and interest for the same and the Overplus if any there be to pay unto the said Antonio de Cruz his Executors Administrators or Assigns and your Orator further prays that the said Antonio de Cruz may be decreed to pay unto your Orator his Costs and Charges in this behalf expended and your Orator shall ever pray &c

Clerk

Court malicously keep appear and your orator further sheweth unto this Honble Court that he hath since the twenty first of July one thousand seven Hundred and fifty seven advanced and laid out on the Premises the Sum of forty Pagodas or thereabouts and your Orator further sheweth that the said Sum of five Hundred namely seven Pagodas twenty eight fanams and sixty four Cash or thereabouts hath not been paid to your Orator either by the said Antonio de Cruz or the said Manuel Soares and your Orator further sheweth that he hath great Reason to believe that both the Persons aforementioned are dead and Left no Person to administer to their Effects for your Orator sheweth that he hath frequently made enquiry after the said Manuel Soares and Antonio de Cruz and their Executors but he cannot learn whether they are dead or alive and may Please this Honble Court to direct the said Manuel Soares Right of Redemption to the Mortgaged Premises being executed in your Orator according to the Tenor of the agreement in the Mortgage Deed mentioned and the Power that arises thereby may be declared for the Premises being conveyed to your Orator your Orator prays such Relief in the Premises as to this Honble Court shall seem Meet and to the end therefore that the said Manuel Soares may before Decree the equity of Redemption of the said Mortgaged Premises which unless your Orator sheweth the said Manuel Soares hath empowered your Orator to sell as plainly appears by the said Mortgage Bill of Sale and Deed that the said Premises to be sold and your Orator Reimbursed his Money Lent and advanced on the said Mortgage and his Expences in the Repairs of the said Premises out of the sale of the said House and Ground together with the Interest that now is or shall hereafter become due thereon also all Costs of this Suit May it please this Honourable Court to Cause the said Manuel Soares or his Heirs to be Summoned to Appear personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley

Attorney for the Complainant

12

Extract from the Minutes of Court held at Fort St. George
the 11th
Thursday the 20 day of December Anno Domini 1764

James Burrehuer
Hunter & Scott

The Attorney for the Complainant acquainting the Court that the Defendants
the Redemption of the Mortgaged Premises mentioned in the Complainants
Bill is extinguished and no Answer appearing to Clear the same Ordered that
Plaintiff be put in Possession thereof

Ordered that the Complainant be put in Possession of the said Premises

By Court

To the Gentlemen of the Honourable
Mayors Court the Justices & Masters

The Humble Petition of Valentine Henderick

Sheweth

That Your Petitioner humbly offers Himself as a Candidate for
the Employment of an Attorney in your Honourable Court
Therefore if Your Petitioner should be so Happy
as to be approved of Hereby Study to perform in that Function with Sincerity
and Your Petitioner as in duty bound

Shall Ever Pray

Read and filed 15th
September 1764

To the Honble the Mayors Court
at Madrasperatnam

Humbly Complaineth sheweth unto this Honble Court your
Orator Simon de Fonseca of Madrapatam Writer; that on or about the fourth Day of
September one thousand Seven Hundred and Sixty four your Orator filed his
Bill of Complaint against Sheerpah Chetty Peshaw Naick and Hanmul
Vengatachellum Naigue of Madrass Merchants for the Sum of three Hundred

Mayor's Court

Read and filed
8th January 1765

To the Worshipful the Mayor's Court
at Madrasapatnam

Humbly complaining showeth unto this Worshipful Court

Order Edward Lane of Nairobi Ambulance Chief Telunga and Mallam Yolanda Gramony of Gigiri Ambulance to show cause why your Order in Brief and just Sum of Four hundred and fifty Pounds current money of Nairobi making in Sterling Money of great Britain accounting every Pounds eight Shillings thereof Five Hundred and Sixty Pounds upon the Mortgage Obligation bearing date the twenty third day of February which was in the year of Our Lord one thousand seven Hundred and Sixty four which said Mortgage is Ready to be produced to this Honble Court when Required

Your Orator further shows to this Honble Court that being fraudulently and unjustly deprived of Nairobi Registered Property from the said Defendants Mortgage

But now to this may it please this Honble Court the said Telunga and Mallam Yolanda Gramony of Nairobi severally and Respectively to give your Orator any discovery of the said matters touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to equity and good Conscience to the end therefore that the said Telunga and Mallam Yolanda Gramony may upon their Corporal Oaths true and perfect Answer make to all and Singular the matters and things herein before alledged and set forth as fully truly and Particularly to all intents and purposes as if the same were here again Repeated and interrogated and the Parties may unto your Orator the aforesaid Sum of Four hundred and fifty Pounds with Interest due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Telunga and Mallam Yolanda Gramony to be summoned and Required by the Sheriff of Port Saint George Kenya Nairobi Province and the Deputies thereof Personally to be and appear 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 and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

Mallam Yolanda

Attorney for the Complainant

16

Mayors Court
Madraspatnam

Tuesday the 23d January
Anno Domini 1765

Present

George Baker Esquire Mayor
Claud Russell ——— Thomas Brooke
Thomas Pechell ——— Edward Addison
Edward Adams ——— Aldermen

Between Edward Stevens of Madras
inhabitant Complainant and Mathias Johnson
Hannery and Eleanor of Coupang
inhabitants Defendants

The Defendants being Called and acknowledging
the greatness of the Complainants demand The Court doth therefore think
fit to Order and Decree and doth accordingly by Order and Decree that the
Defendants shall pay unto the Complainant the full and just Sum of three Hundred
and fifty Pagodas of Pagodas 350 ... / together with such Interest as accrue
or shall hereafter become due thereon and full Payment is awarded at the Costs of this
Suit

By Court

Mayors Court

Read and filed
29th April 1762

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining sheweth unto Your Honble Lord your
Orator George Stevens of Madras Merchant that whereas one Mathias Johnson
same place Merchant stands indebted to your orator in the sum of one hundred
and fifty seven Pagodas, making in sterling Money of Great Britain at the Rate
of eight Shillings for every Pagoda sixty five pounds sixteen Shillings as hereafter
will more fully and at large appear upon Reference to the Copy of a Note for same
Pollam Hannery Chitty and Moracheltam of this place Merchants
hereunto annexed And your Orator prays may be awarded against

Thus your Orators Bill of Complaint and Information your Orator hath often and often
desirable manner demanded payment of the said sum from the said Cadamilla But
now so it is may it please this Honble Court the said Cadamilla wilfully and
evilly Refuses to give your orator any satisfaction in the premises your
Orator therefore prays a general Relief such as to this Honble Court shall appear
agreeable to equity and good Conscience to the end therefore that the said Cadamilla
may upon his corporal oath true and perfect answer make to all and singular the
matters and things herein before alledged and set forth as fully truly and Effectually
to all intents and purposes as the same were again Repeated and interrogated and
he desired to pay unto your orator the aforesaid sum of one hundred and fifty pagodas
also all Costs of this Suit May it please this Honble Court to cause the said Cadamilla
to be Summoned and Enjoined by the Sheriff of Fort St George Town of Madras
patamar and dubash thereof personally to be and appear at a Certain time and
place to be by this Honble Court prefixed and appointed then and there to answer
the your Orators Bill of Complaint and further to stand to and abide such order
and Decree therein as this Honble Court shall seem Meet

Cockburn Palmer
Attorney for the Complainant

Sworn in Court 17th October 1746 Madras } Cadamilla Son of Comaty Villa do hereby acknowledge to
have Borrowed and Received from Moodie Bangapah Chitty the full and just Sum
of One Hundred and four Pagodas which Sum is payable on demand with Interest
at the Rate of 12 p Cent p Annum Witness Trevor Chitty and Namachevay Chitty
drawn and Signed by

Cadamilla

Said Obligation proved to be Original on the Malabar by Comaty Chitty Interpreter

Cockburn Palmer
Atty for the Complainant

Sworn in Court 21st November 1746 } Cadamilla Son of Comaty Villa do hereby acknowledge to have
Borrowed and Received from Moodie Bangapah Chitty the full and just Sum of
Fifty two Pagodas and half which sum is payable on demand with Interest
at the Rate of 12 p Cent p Annum Witness Trevor Chitty and Namachevay Chitty
drawn and Signed by

Cadamilla

Said Obligation proved to be Original on the Malabar by Comaty Chitty Interpreter

Cockburn Palmer
Atty for the Complainant

11

Know all Men by these presents that I Edward Chambers Esq^r and I Thomas Hodder being entitled to Two Seventh Shares in the Sloop Hope Burthen one hundred and Fifteen Tons or thereabouts now in port Liverpool Built of Spruce and now for the Voyage after these presents do Jointly and Severally for the Sum of Fifty two Pounds Eight Shillings Lawful Money of Great Britain Each of us the said Edward Chambers and Thomas Hodder for our Heirs Executors and Administrators Severally and respectively Covenant Promise and Agree to and with Robert Hodder his Heirs Executors Administrators and Assigns for every Voyage the said Sloop Hope shall Perform from the Port of Liverpool aforesaid to the Coast of Africa and back again to the Port of Liverpool aforesaid and

Compromised to settle accounts with this defendant on every head touching and respecting the Balance which was now become due to him from the said Moodu Rungapah this defendant even proceeded further to inform this Honble Court that the said Moodu Rungapah having under various Pretences avoided settling the said accounts of a considerable time, the French army under the Command of Monsieur Le Bourdonnais at length arrived at this place at which time this defendant went into the Country and there remained until this settlement was agreed to between the professors of the English, soon after this defendant returned from the Country, he found upon enquiry that the said Moodu Rungapah had been dead some time, and this defendant after a diligent search and having been able to find any Representative or Heir of the said Moodu Rungapah he this defendant was thereby prevented from recovering the obligations formerly granted to the said Moodu Rungapah and also the Ballance due to this defendant as hereinbefore set forth This defendant goes on humbly to shew that the foregoing transactions Remained in this condition till about seven years ago when this defendant accidently met with Pollum Chundanoy Chitty one of the Peons who is to be upon Bond to transfer the obligations aforesaid for the Complainant at the Court of Cuddalore the said Pollum Chundanoy Chitty thereupon entirely unacquainted with this defendant asked him to be reference to ask this defendant how his affairs stood with Moodu Rungapah deceased this defendant in answer to the Question informed him, as above setforth that the said Moodu Rungapah at his decease was indebted to him a Ballance on Account and that he was likewise possessed of two Obligations the Value of which had been paid by this defendant, this defendant asked him also the said Pollum Chundanoy Chitty whether he was Heir to the said Moodu Rungapah deceased or in any other manner connected with his affairs to answer to which he the said this defendants Question the said Pollum Chundanoy Chitty told this defendant that he the said Pollum Chundanoy Chitty was not Heir to Moodu Rungapah deceased neither had he any manner of Connection with his Affairs, upon this Account this defendant as plainly as could the said Pollum Chundanoy Chitty perceiving he had a Power or Company with another Person as well Merchant, aforesaid and Manager to transfer the obligations aforesaid for the Complainant, and this defendant humbly hopes that this Honble Court will think it very likely Reasonable that the Complainant should Rarely shew from whence the said Pollum Chundanoy Chitty and Company proved to derive their Power of transferring to him the aforesaid Obligations

This Defendant before he concludes this only further believes that the Complainant having sued for him this Defendant some Months

ago

ago, and informed him that William Chamberlayne Cutler had been served to have the
above mentioned allegation by this defendant in consequence of the said Robert Chamberlayne Cutlers threatening himself so as the Representatives and heirs of the
Paragraph dressed did apply to Silvester Sykes Esq. in order to obtain by his
influence the Ballance due to him, this defendant from the State of Maryland
Paragraph dressed during the time of Nineteen Days which was more than
Each would more fully appear by the Records of this Honble Court Wherefore to this
protection of this Honble Court Agreable to this defendants Answer She and Him
Sykes Esquire Summond the said William Chamberlayne Cutler to appear before
him to answer the demand of this defendant but before the Affair could be done
the said Silvester Sykes Esq. left the place and by that means this defendant remains
without Redress in the Premises, Wherefore not knowing
Fellow Native in this Honble Court. —

All which matters and things this Defendant is Ready
to averr maintain and prove as this Honorable Court shall direct and humbly
Prays to be hence dismissed with his Honorable Costs and Charges in this behalf
most wrongfully sustained. —

Richard Tyler
Attorney for this Defendant

Read and filed
12th October 1762

Replication of Edward Scott Gent
Merchant to the Answer & Additional Answer of
Complainant Merchant

This Replicant now and at all times hereafter saving and
to himself all and all manner of Benefit & Exception to the many insufficiencies
ties and uncertainties in the said Answer Contained for Replication thereunto
that the said Answer is very untrue and insufficient in the Law to be replied
unto and this Replicant further saith that he absolutely denies that he was
discharged the Obligations this Replicant now produces in the Paragraph
ons Paragraph as set forth by the Defendant in the said Answer Viz
absolutely that the said Defendant ever delivered any Wheat to the said
Paragraph as set forth by him, But this Replicant on the contrary
of dispute in the clearest light further sets forth that some time in the Year
Lord one thousand seven hundred and forty seven after the
Settlement was under the Government of the French the Defendant made
Village called Cobshire, which the said Estate Paragraph doth not

No. 11

Coloniel Pedro
Attorney for the Applicant

Read and filed
18th January 1860

The Registrar of Contracts & Titles
of Barrack Yard of the same place Merchant
Complainant

The defendant now and at all times hereafter saving and
Reserving to himself all manner of Benefit and Advantage of exception to the
many errors contradictions imperfections and insufficiencies in the said Application
contained for the full and sufficient answer to the Complainants Bill of Complaint
Answering thereto or unto so much thereof as he this defendant is advised is
material for him to make answer unto he this defendant for answer thereto
or unto so much thereof as he is advised is material for him to make answer unto
answering saith that he is not indebted unto the Complainant in the sum of
one Hundred and fifty seven Pounds as alleged in the Complainants Bill of Com-
plaint nor any other sum or sums of money due and owing from this defendant
unto the Complainant this defendant prays that he may be hence dismissed with
his reasonable costs and charges in this behalf most wrongfully sustained

The defendant saith that the Complainant sets forth in his Application
that he is absolutely known the Bonds to the Complainant but he humbly conceives it will appear before this Honble Court that
the Complainant hath been duly paid the amount of the principal and interest
due and owing upon the said Bonds although the Complainant now illegally withholds the same from
this defendant

And this defendant further saith that he will produce evidence
and when required before this Honble Court that Messrs Pomeroy and Sons
two Years ago shipped and delivered to him this defendant at one Hundred Pounds
each Years on the eleventh day of August which was on the Thirteenth day of
January seven Hundred and forty nine for and on account of the said Complainant
whereby this defendant with the Complainant was Debtor and Creditor for the said
Wheat indebted to this defendant in the full and just sum of twenty Pounds
thirty Shillings and five Cents as set forth in this Defendants Answer to the

Answered

Applicants Solicitor Complainant

And the Defendant would now appear and plead to the Complainants Bill
But Hon'ble Court that Mr. Ranganah during his natural Life assumptions
declared before sending Power Bad he Received If the Defendant and has gave effect
and But he should deliver up the obligations to the Defendant mentioned for by the
Agreement and that Mr. Mr. Ranganah further declared himself indebted to
the Defendant which the Defendant ready & willing to pay unto Hon'ble Court

All which and other matters & things the Defendant is Ready to aver maintain
and prove as this Hon'ble Court shall direct and humbly prays may and by his
said Answer he hath to be hence dismissed with his reasonable Costs

William Bishop
Attorney for the Defendant

I Thomas Hooper of Fort St George do hereby declare that I believe the Defendant
Ranachellum to be indebted to Capt Francis Speed in the sum of three Hundred
and fifty seven Pagodas eighteen Fanams and that payment thereof is grossly
and unreasonably delayed and refused by the Defendant and that the Defendant
Verily believes the amount of fifty two Pagodas eighteen fanams and the value
for one hundred and five Pagodas to have and to Hold unto the said Francis
Speed his Heirs Executors Administrators and Assigns for ever Witness my
Hand in Fort St George this 10th day day of April one thousand seven
Hundred and Sixty two

Signed Sealed & Delivered
in the presence of

Thomas Hooper

(L.S.)

Interrogatories to be exhibited on the part of Thomas Hooper Complainant and
answered on the part of the Defendant in a Cause wherein Francis Speed Esqr
Master Mariner is Complainant and Ranachellum Defendant

1st Do you know the Complainant and
Do you know the Complainant and
Defendant either of them If you know the Complainant or Defendant
or either and which of them Before
2d Do you know or do you not believe
Each or either of the Parties to the Bill of Complaint
exhibited against you Sworn before me this 10th day of April 1762
(L.S.) (L.S.)

come you are acquainted with Hon.ble Roger Sherman or are acquainted with any of the said Demand had with the defendant Cadwallader? If you have come you be that Knowledge what was such demand or what account of money, Did you hear anything mentioned or did any Conversation ever pass between you or any other person in your presence and the said Roger concerning the said demand both the said Cadwallader? If you answer said and declare what was the Conversation concerning the said demand? where did the said Roger Lyon Edgard then Lyon? Roger Sherman do you not Know or are acquainted with any thing that has passed concerning the said demand with the Defendant Cadwallader since the decease of the said Mordecai Rawlings? If you know or are acquainted with any thing relating to

Mayor's Court
Wednesday

Between Francis Lord Complainant
And Nathaniel Defendant

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

Nathaniel Eddis of Nassau Merchant aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant upon the Standing of Issue 28th Novr. Sworn at the Office of Mr. William Burbage Attorney for the Complainant by Examinate who first made oath of the same his own proper Act & Deed & Saith as follows

1st Interrogatory Sth Examinate saith that he does know the Complainant & the Defendant & Saith that he does know the Complainant was arrested at the Suit of the Defendant & Saith that he was Confined in the Gaol of this place Nassau aforesaid, being duly Sworn & Examined upon his Oath Saith that he was Confined in the Gaol aforesaid for the Space of Three Months & upwards

2d Interrogatory Sth Examinate saith that he does know the Complainant was arrested at the Suit of the Defendant & Saith that he was Confined in the Gaol of this place Nassau aforesaid, being duly Sworn & Examined upon his Oath Saith that he was Confined in the Gaol aforesaid for the Space of Three Months & upwards

3d Interrogatory Sth Examinate saith that he does know the Complainant & Defendant & Saith that he was present at the Gaol aforesaid when the Complainant & Defendant had a Conversation together & Saith that the Complainant did then & there demand of the Defendant the Sum of One Thousand Pounds Sterling Money of the Bahama Islands & Saith that the Defendant did then & there promise & agree to pay the Complainant the Sum of One Thousand Pounds Sterling Money of the Bahama Islands & Saith that he was present at the Gaol aforesaid when the Complainant & Defendant had a Conversation together & Saith that the Complainant did then & there demand of the Defend

No. 1

Richard Latham

Examined

Major Court of Madras Presidency

Madras Prisoners

Deposition of Witness on the Case taken by and before the Court in Open Court as follows

Joseph Hale of Madras Merchant aged 28 Years or thereabouts being a Witness on the Case on the part of the Complainant and on the Affirmation duly administered to him by the Judge Advocate deposeth as follows

That on the 23rd and 24th days of December 1808 he this Deponent was at the Office of the Collector of Madras for the purpose of receiving a Bill of Exchange which he this Deponent had drawn on Messrs Boddam Bargrave & Co of London for the Sum of £1000 Sterling and that he this Deponent was informed by the Clerks in the said Office that the said Bill of Exchange had been delivered to the Defendant Cadamalle Boyah who had signed a Receipt for the same in the Book kept for that purpose and that he this Deponent was informed by the said Clerks that the said Defendant had received the said Bill of Exchange for the purpose of remitting the Amount thereof to England on account of the said Nabob Omdut Ul Omrah and that he this Deponent was informed by the said Clerks that the said Defendant Cadamalle Boyah

and deceased. To the 4th Interrogatory this deponent saith that the said defendant Edward Bennet left at the door whilst this deponent went into the defendants House with him about the sum of money herein and did tell his deceased Father in Law and that when he came out, this deponent asked him what he had talked concerning the said debt, when the defendant told him that that the defendant Complained of his bad circumstances and of his dealing and of shuffling but as soon as ever he should get any money he would pay him the said Debt

To the 5th Interrogatory this deponent saith that according to the Custom of this Land and first Born, in default of the Father Brother Sons and next to them Uncles does provided the deceased dies without a Will but that every man has power by a Will to dispose of his Estate and effects to whom he pleases and also saith that Jonathan Cranston the Defendant Hardie Burgess who Reputed him being so appointed by his Grandfather in his Will and that Jonathan mentioned in the Lease which he was sent to Hardie Burgess and is now dead.

Last To the last Interrogatory this deponent saith that when Jonathan was with his father in Law three days before his death and was then by him desired to receive the money of the aforesaid Bond from the defendant he told his Father in Law that the said defendant would certainly not pay him and asked him why he did not accept of such security as the defendant had proffered him Two Months before With Bonds from Merchants that were indebted to the said defendant and that his Father in Law told, what signifies such security as those Bonds if the Brings Gold and Silver I agree every well I shall agree and be Content for but will certainly pay you in two or three Months and more as the suit

Richard Sattern

Deponent

Harpur Court at Hardress Gratmore

Between Enoch Lucas Complainant

and Sundry Defendant

Depositions of Witness in this Cause taken by and before the Commissioners in the Court as follows —

Curry Thurscroft of Hadras Merchant aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 23d day of April 1762 sworn at the Office of Mr Hutchinson Bishop Attorney for the defendant by Cayagnah who left an Order of the Court for the examination of the said Curry Thurscroft and Jonathan on the same Day being appointed

Curry

18

A ... examined deposeth as follows:

A ... To the first Interrogatory this deponent saith that he is not acquainted with the Parties and but little knows the defendant Mary Ann Stevenson.

B ... To the third Interrogatory this deponent saith that he did and can make the same as the defendant Catherine for any sum of Money concerning the Lease that the Plaintiff Thomas Bonner Stevenson on or before the first day of March last agreed with the defendant Hardo Bongards and that he the said Bongards did not pay the said Money as agreed by the Defendant but the said Bonner Stevenson did sue and arrest the said Hardo Bongards, and was prayable to Stevenson the Amount of the said Bond this deponent does not remember but saith that it is about 18 or 19 Years ago since the said deponent was arrested at the Suit of

C ... To the second and knowing of them this deponent saith when the defendant told the said Gentlemen that he had no Money and his Circumstances were very bad that he would pay his Debts as soon as he could get any Money

A ... To the fourth Interrogatory this deponent saith that he is not acquainted with the Lease mentioned shown to him or what Covenants but that the Plaintiff and Defendant Bond to the above named Hardo Bongards in order that he should Lend for 2 or 3 Months and to that time had often an opportunity to see the Plaintiff writing but does not know or whose presence the said Lease was executed

D ... To the fifth Interrogatory this deponent saith that according to the Custom of the Town as far as this Deponent knows that Brothers should Share and Share alike if a man dies without a Will but that everyman has power to dispose of his Goods and effects to whom he pleases also further saith that he never heard the deponent Mary to the deceased Hardo Bongards and that never was present at the Lease shown to him nor was the Covenants to the Brothers deceased read to them

E ... To the last Interrogatory this deponent saith that one Hardo Bongards the Brother to the deceased and Executor to the Estate of the said deceased Hardo Bongards and that they the said Executors have not yet paid the Debts of the deceased nor have they Divided any of the Effects of the deceased to any of the Brothers deceased as yet but are willing and Ready to do so for the deponent knows to the said Bond and that they the said Executors have not yet received any Money for the said Bond but that they the said Executors have Sued the Defendant Catherine Bongards for the Amount of the said Bond and that they the said Executors have Recovered Judgment against the said Catherine Bongards for the Amount of the said Bond and Costs of Suit and that they the said Executors have Issued Execution against the Goods and Chattels of the said Catherine Bongards but that the Sheriff returned the said Execution that he could find no Goods and Chattels of the said Catherine Bongards whereon to levy the said Execution and that the said Executors have not received any Money for the said Bond and that they the said Executors have not Sued the Defendant Mary Ann Stevenson for the Amount of the said Bond and that they the said Executors have not received any Money for the said Bond from the said Mary Ann Stevenson and that they the said Executors have not Sued the said

29

Read and filed
15th March 1861

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

Humbly Complaineth Showeth unto this Hon'ble Court your Orator Zachary Gerrard Mideyard otherwise called Edie of Garrett Lloyd Steward Bred Port Canada Lloyd and Company Late Contractors and Partners of Upwards of Seven Hundred and sixty Bales Merchandize which the said Cadwallay Esquire and Company the same to which Richard Stewart Lloyd Esquire the said Cadwallay did Depose and whereas since having proved and Ensured Policies bearing Date for the Commencement Condemned at the Rate of Three and Seven Hundred and sixty three Pagodas on the said Goods Merchandize and bearing Date aforesaid Interrogatories were granted on the Same by your Orator by whose death the said Contract

To the end therefore that the said Cadwallay may show Cause if he can why the said Damages all other Proceedings on Record should not stand Revived and be on the same Footing Condition as they were in at the time of the decease of your Orator is said entitled Husband and that the same may stand Revived Accordingly and to that end may it please this Honorable Court to grant your Orator Subpoena to Revive the said Suit to be directed to the said Cadwallay thereby commanding him at a certain day and time to be limited personally to be and appear before this Hon'ble Court at a certain day and time then and there to show Cause why the said Suit between Zachary Gerrard Lloyd Complainant and Thomas Cadwallay Defendant should not be Revived and further to abide and perform and do as to this Hon'ble Court shall seem Meet

Extradelphier
Attorney for the Complainant

30

Mayors Court at Madraspatnam

Tuesday the 13th day of January Anno Domini 1762

Present

L.S

George Baker Esqre Mayor
Hon.d Maxwell ——— Thomas Bowrey
Thomas Pelwell ——— Edmund Pendarves
Reginald Adams ——— Nathaniel ———
Peter Perrin Joseph Smith Esqrs
Merchant Assistant and Registry
of Mayors Court Gunja Merchant Defendant

Mayors Court

This Cause coming on to be Heard and debated this day in the presence of the Defendant and of the Attorneys on both sides on Reading the Complaint and Bill and Schedule of the obligations and Bonds produced, the Defendants Answer with an Account annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Bill of Review &c hearing the pleadings made use of by the Attorneys and mature consideration had thereon. It appears unto the Court that the Complainant hath brought sufficient proof of the goodness of his demand and the Defendant hath not produced any evidence to invalidate the same. The Court hath therefore thought fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the said Complainant Three Hundred and fifty one Pagodas (Pagodas 351.) together with such Interest as may be due thereon when the Bonds will be fully prepared as made the 11th October last.

By Court

Read and filed
30th November 1762.

To the Honorable the Mayors Court at Madraspatnam

The Humble Complaint of Gunja Merchant Assistant and Registry Clerk of the Mayors Court Sheweth that the Plaintiff is a Native Merchant Married and settled long since in this place. That the Defendant Andrew Peter of Madras Merchant hath Engaged Bonds and Obligations to the Plaintiff

Some

Sum of Five Hundred and fourteen Pagodas one fanam and Twenty five Cash and Henry
H. Waters making no Sterling Money of accounting each Pagoda Eight Shillings the
Sum of one Hundred and Twenty four Pounds five Shillings and five Pence Sterl money
with Interest Lawful Money of Great Britain Copy of which Bond Assigned
to Mortgage Bond and Agreement is annexed to this your Orators Bill for the
production of the Court to which your Orator most humbly Refers
praying the same may be admitted as part of this your Orators Bill of Complaint

But now so it is that the said Defendant although
your orator hath frequently and even since the Execution of the said
Bond Assignment Mortgage Deed and Agreement Repeated payment of
the said Principal Sum of Five Hundred and fourteen Pagodas one fanam and Twenty five Cash and
fourteen Pagodas one fanam and Twenty five Cash the said Principal Sum and Bond
Sum of Money due thereupon and willfully Refuses to give your Orator any answer of satisfaction
Contrary the Premises your orator therefore prays a Genl Relief as the Nature
of the Case shall appear Agreeable to equity and good Conscience

To the end Wherefore that the said Principal Sum of Five Hundred
Twenty Five Pagodas one fanam and Twenty five Cash and Interest thereupon made to
all and Singular Accounts and Charges Down before all and good and Lawful
Surety and Creditors to all intents and purposes and Defendant may be therein again
Examined and Interrogated and be decreed to pay unto your Orator the aforesaid
Sum of Five Hundred and fourteen Pagodas one fanam and Twenty five Cash with the
Interest due thereupon also all Costs of Suit

May it please this Honorable Court to cause the said
Principal Sum and Bond Sum to be summoned and Ordered by the Sheriff of the
Said Presidency of Madras aforesaid and the Defendant thereof personally to be and
appear at a certain time and place to the Honble Court produced and appear
then and there to Answer Your Orators Bill of Complaint and further to stand
to and abide such order and Decree therein as to this Honble Court shall seem

Meet

William Peake
Attorney for the Complainant

Solomon Moodeen do hereby Assign and make
over to Andrew Peter upon the Back of Bond now Shewn & Dated bearing date
the nineteenth day of November one thousand seven Hundred & ninety two
for the Sum of Two Hundred and fifty Pagodas all my Right and Interest
Title of claim or Demand hereby vested the twenty ninth day of April one
thousand seven Hundred and fifty eight and Obligation bearing date

the

92

the twenty sixth day of November one thousand seven hundred and fifty seven attended by
granted to me Virgopauh Chetty and Sandy Chetty for the full and just Sum of two
Hundred Pagodas which with Interest thereon I promise to pay
to the full and just Sum of Three Hundred and four teen Pagodas new Gowns and
this day sealed with all such Interest as may be due thereon Given under
my Hand at Fort St George this twenty sixth day of November 1757

Witness

Arrabeemdalooz

Ignatio Xavier

Signed Emanuellum Mondaleur

Fort St George 26th November 1757.

We Virgopauh Chetty Son of Canampoo Chetty and Sandy Chetty Son of Ellum
Pocum Coopy Chetty do acknowledge that we Mortgage Bond to Emanuellum
Mondaleur Son of Nadir da Cunha for the Sum of Five Hundred Pagodas current Coin
of Madras payable yearly or Seperately on demand with Interest at the Rate of
nine per Cent per annum Security for which we mortgage a House of ours Virgopauh
Chetty situated at Peddanaickpetta in Bazar Street Condravenkatapauh Pagodas
Coloman Colaun Mandue Bonds and Coopa Canampoo House

Witness

Paulayan

Sagoolum Chetty

Signed Virgopauh Chetty

Sandy Chetty

Translated as near as can be taken from the Malabar Language
by Canampoo Ignatius Interpreter

Fort St George 26th April 1759

We Vellaumbore Chetty Virgopauh Chetty and Coopy Chetty do
hereby declare to have received the agreement and delivered the same unto
Emanuellum Mondaleur Son of Nadir da Cunha Mondaleur whereby we do Covenant
to allow and pay unto the said Emanuellum Mondaleur for and on Account
of the Loan of Money wherein we stand Bound either one or both part of
Principal which shall ariseform our Transacts or Love of Gain profit for every Hun
dred and so hereby Agreed with the said Emanuellum Mondaleur
do hereby agree with the said Emanuellum Mondaleur and the
the Benefit Love of the aforesaid Bond which he shall Have which the
we bind ourselves to accomplish and make good unto Emanuellum

Mondaleur

Madras
Witness
Veerada Chetty
Interpreter

Drawn and signed before Lady Chitty
Signed Interpreter

Translated from the original in Malabar to Canara by Interpreter from the Malabar Language
by Canara Interpreter

Pattanakkatti
[illegible] February 1763

Will of Virapatchi Chetty and Lady
Chetty of Madras Merchants to the Rate of Com-
plaint of Andrew Pitt & the Executors
Hembert

[illegible]

Answering to the said Bill and answer of Donald Campbell to the said Bill
and saith [illegible] in the said Bill Contained for Answer thereunto or unto such
thereof as these defendants are advised doth materially concern them to make
Answer unto these defendants Answer and say that they deny that they are
entitled to the transferred in the said Bill of Complaint
But these defendants admit that they stand indebted to the transferor in the
sum of one hundred and forty five Pagodas twenty nine Fanams and nineteen
Cash as will more fully appear upon Reference to an account for the same from
[illegible] this Honble Court these defendants answered the said Balance of which these defendt
were Ready and have many times offered to pay the Complainants Transferor
But which he has absolutely Refused so who an amicable adjustment of the
Demands depending between these defendants and the said transferor these
defendants having offered to the said transferor Arbitration Mediation to
Refer the said Account to the decision of Arbitrators indifferently chosen between
these defendants and the said Complainants Testator

These defendants admit to have mortgaged as
in the said Complaint Mentioned the Premises to the annuity of the Payment of the
Sum of two Hundred Pagodas due to the said Complainants Testator upon
the Redemption of Interest at the time of the date of the said Mortgage Deed
and hereabouts have paid an account thereof the said Complainants
Testator which account set forth in the Answer thereto annexed these defendants
Conceive Ready to bring into Court upon payment of the Principal that
these defendants ought to be charged for the same Estate Expenses and
Interest but these defendants admit that the Complainants Testator
Hypothecated that of Pannaw Pagoda for the Redemption of the Premises
Mortgaged by these defendants to the transferor there never was Articles

of the Accounts depending between Defendants and Plaintiff transferred
unto Defendants to save the said transferees harmless against
mentioned, whereby the said Agreement should become void
unto which they did from time to time demand and which Defendants
upon, Said Defendants now Plaintiff well as they have from
said Agreement as intended on the part and behalf of Defendants
towards the Plaintiff contrary to the form and effect of the
Law of the said Agreement as aforesaid, by reason whereof Defendants
forward in Consideration of the Loss of Money which would have accrued
to Defendants under the Same

Yet Defendants say that the Complainant has
not made any other manner demanded payment of the sum mentioned
in the Bond, Wherefore Defendants would have one £20 in their power to discharge
themselves from and Injunction of the said Bond
All which matters and things Defendants are ready
to aver maintain and prove as this Honble Court shall direct and humbly
pray to be hence dismissed with their reasonable Costs and Charges in this
most Wrongfully sustained

Solicitor for Defendants

Agreed to receive a copy of the within Plea this 22nd day of October 1798

[illegible]

Jan. 8 To Cash ... 2 " "
Feb. 6 To ditto ... 2 " "
Aug. 22 To ditto ... 2 " "
Sept. 11 To Damages & Interest ... 2 " "
21 To Cash ... 2 " "
Oct. 11 To Ditto ... 1 " "
Nov. 1 To Cash ... 2 " "
11 To 61 Sheep 2 Horses ... 2 10 "
Jan. 11 To Cash ... 2 " "
To Horse Brass ... 2 " "
Oct. 21 To Sundrys as per Book Entry to be produced ... 15 10 10
May 13 To ditto as per ditto Entry to be produced ... 3 6 2

Carried to Page

Pltf's Bill of Costs

Carried from Page

Brought over Page[illegible]

Brought over Page[illegible] 218.27.18

[illegible]

Brought over Page[illegible] 218.27.18

[illegible]

Total Sum as above Brought over ... 218.27.18

By Total Sum as above brought here ... 218.27.18

[illegible]

Carried over Page[illegible]

Brought Over Pagodas ____

4 " 1 " 25	2 " 6 " 20	1 " 30 " 10
2 " 31 " 30	2 " 6 " 13	" 18 " 24
4 " 30 "	2 " 2 " 8	" 29 " 24
2 " " "	2 " 1 " 27	" 12 " 25
4 " " "	2 " 1 " 6	" 24 " 15
3 " 16 " "	1 " 3 " 8	" 15
2 " 16 " "	1 " 1 " 4	" 9 " 28
1 " 8 " 31	1 " 13	" 3 " 35
4 " 5	" 10 " 13	" 10 " 30
2 " " "	" 10 " 16	" 5 " 12
1 " 18 " 10	" 9 " 26	" 3 " 31

	2 " 19 " 13
102 " 39 " 19	
185 " 39 " 19	
288 " 19 " 12	

To Balance ____

Seond Sworn Evidence in Chief 8th February 1865

Direct Resumed

Read and filed
8th May 1865

Application of Defendants for Costs

Mr Replyard now moved on behalf of the Defendants by his Counsel for an Order that the Plaintiff should pay to the Defendants their Costs of this Suit to be taxed by the Taxing Master of this Court and that the Defendants should be at liberty to set off the amount of such Costs against the Sum of Rupees 288 " 19 " 12 which the Defendants had been ordered to pay to the Plaintiff by the Decree made herein on the 8th day of February 1865 and that the Defendants should be at liberty to apply to the Court for the Payment of the balance of such Costs after such set off

Mr Replyard in support of the Motion stated that the Defendants had been compelled to defend this Suit in consequence of the Plaintiff having refused to pay the Defendants the Sum of Rupees 288 " 19 " 12 which the Court had decreed to be due to the Defendants on the taking of the Accounts directed by the Decree made herein on the 8th February 1865 and that the Defendants had been put to considerable expence in defending this Suit and that the Defendants were entitled to their Costs of the Suit

Mr Replyard further stated that the Defendants were willing to set off the amount of their Costs against the Sum of Rupees 288 " 19 " 12 which the Plaintiff had been ordered to pay to the Defendants by the Decree made herein on the 8th February 1865

Mr Replyard further stated that the Plaintiff had refused to pay the Defendants the Sum of Rupees 288 " 19 " 12 which the Court had decreed to be due to the Defendants on the taking of the Accounts directed by the Decree made herein on the 8th February 1865 and

Replication to the Rule Relative to the Second depending between the defendants and
Justly due to the transferee and to compel a settlement in an equitable manner to adjust
the Account depending between the transferor and defendants neither can the Replicant
admit that the defendants can be prejudiced or defeated by the transferee before the settlement of the Account
by Arbitration and award of proper Persons to be mutually chosen by the defendants and transferee
And Replicant further saith that the defendants entered into Bonds or single
Bonds from many Pounds and over the said Bonds to the transferee for the sum of two hundred
Pounds or thereabouts the defendants at that time Principal of the transferee but a short
time after the defendants settled and adjusted their accounts with the transferee at which
time the defendants for greater mortgage Bond was executed and the defendants entered into and
executed their mortgage Bond of Even date herewith to the transferee for the Replicants principal Bond due to
the transferee from the said and Justness of two hundred Pounds as aforesaid for which Bond the aforesaid
Said Replicants Bill of Complaint and no further or other relief touching the transferee for the said sum
of two hundred Pounds the defendants at the time of entering into the said Bond entered into their agreement
hereafter to be mentioned to the Replicants Bill of Complaint declared and to appear and
make good their aforesaid Mortgage Bond and that the said transferee full power and Warrant for
Principal and interest and till payment thereof be made by the defendants unto the transferee
That Replicant saith he admits that many transactions or private arrangements have been
or Between the defendant and the transferee since the date of the defendants mortgage Bond
of their said Bill Bill the Replicant alledges that the transferee hath set forth the Account current
Justly and particularly in the Account Current marked A B annexed to the Replicants Bill
Exhibited and which accounts are signed by the defendants and their Conveyancer and which
Account

A

Sr. Account Current Monthly

Cr.

Assortment Woodbran

Dr. — Cr.

1761
April 4 To Sundry goods purchased at the Shop ... £ 1 0 0
17 To 2 Gross Grass & Tr. Needle ... 1 0 0
20 To 2 Pike Hy Wire ... 0 5 0
To 2 Ring ... 0 1 10 — 0 7 10
23 To 2 Pike Hy Wire ... 0 4 0
May 4 To Cash ... 0 3 1 0
12 To Sundry goods purchased ... 1 0 0
June 19 To 2 Pike Hy Wire ... 0 2 10
To Sugar 1 Ch ... 0 6 0
To Sugar 1 Ch ... 0 12 10 — 1 1 2 10
30 To Cash ... 0 3 0
July 4 To 2 Pike Hy Wire ... 0 2 10
10 To Sundry goods purchased at Shop ... 1 0 5
To Cash ... 0 3 0
To Tarbard 1 Pipe ... 0 3 6 0
To Sundry goods purchased at Shop ... 1 0 5
To Cash ... 0 0 3 7
To Cash paid for Bullock ... 0 2 0
To Thunder Cross ... 0 2 0
To Pepper ... 0 2 0
To Common Beads ... 0 0 6 5
To Cash ... 0 1 0
To Pepper and Bullocks ... 0 2 0
To Cross Beads and Nails ... 0 2 0 0
To Pepper Common Beads and Bullocks 0 2 0
To Bullocks Beads Bullocks Cross
and pepper ... 0 3 0 5
To 40 Iron Mandes ... 0 12 0 0
To one Tarbard ... 0 6 0 0
To one pair Bullocks ... 0 2 0 0
To Sugar and Mandes 12 Ch ... 0 5 0 0 — 11 3 8 10
£ 36 15 10

Received 36 15 10

1761
March 10 By Balance of last Acct ... 19 0 0
By Cash ... 2 0 0
July 26 By Sundry Acct
By Interest on Sundry
Bills Payable for 2 Months
and 15 days at 9 p Cent
per Annum ... 0 3 1 10
By Postage and Insurance
Sum of Bills Payable for 2
Months and 15 days at
2 p Cent for Commission ... 15 0 0
By Allowance after the Rate
most indulgence shall be
in the Land Assent ... 30 0 0
£ 36 0 0 1 — 36 1 10

N.B. The above mentioned account Current and
Interest Account and Vouchers
Thereby Settle the Contempts of Captain
Cuthbert and Worsley Bullen:
Said to be above Mandate as near as can be
taken from the Mallabar Language by Cap-
tain Cuthbert Interpreter

William Bishop
Attorney for the Company

Signed the Reply and bills upon Oath of the Defendants for Costs to the Court aforesaid to
be and transferred and taken Oath to say that they have prepared in an
honorable manner to Pay the said Account and Disputed Bill and that
Defendants say as in and by their said Answer they have already paid and will
never all and every matter and thing therein contained to be true as the same
is therein and thereby set forth and appeared &c

J. Orchard & Palmer
Attorneys for the Defendants

Interrogatories to be ministered to such Witness as shall be produced & sworn and
examined on the part and behalf of Andrew Peter of Madras Esquire Writer last Surviver of Messrs
Hamilton and Peter late Partners of this said Andrew Peter as the Complainant and
Hargopaul Chitty and Chitty Pillay of Madras aforesaid Merchants are the Defendants

1st Do you know the parties Complainant and Defendants and transfer-
Annuitants Inhabitants of this Country or either and which of them for how
long have you known them or either and which of them Do you
Defendants Do you or do you not believe that the Defendants
Late Peter were duly married or did not jointly mortgage unto the transferee their Master Bill of
Sale? Upon is this the Bond now shown you sign your Name or Names and Seal for
what is the Bond now given and the Date of the said Mortgage Bond or Bill of
Sale? If then the same to the Best of your Knowledge and Belief declare & Do you know
or Do you not Bond whether the Defendants did or did not at the same time give their
Written agreement to abide by their said Mortgage Bond or Bill of
Sale and thereby now shown you the Defendants said Written agreement the same
Do you not believe that the Defendants have already paid the Annuity
Interest stipulated in the said Mortgage Bond or Bill of Sale to the
Transferee? If you can you or Do you not Recollect the Amount that appears
due from the Defendants to the Transferee? If you do or Do you not then become
engaged unto the transferee with the Defendants to pay the said Balance due
Did or Did not the Defendants the next day after such engagement of each party
as aforesaid, the whole was shown to them (Book) transactions of the
transferee & Defendants to the best of your Knowledge and belief the same
Particularly Declare

Do you know or Do you not believe or not Have you either or neither of the
Defendants been applied to & requested the transferee for the Balance due to

[illegible] Mortgage Deed to be transferred to the said Alexander and did or did not the Defendants pay the Balance of the Purchase Money and Interest due upon the said Mortgage Deed to the said Alexander at the time of the execution of the said Transfer of the said Mortgage Deed and did or did not the Defendants sometime after the execution of the said Transfer of the said Mortgage Deed to the said Alexander and before the Commencement of this Suit pay to the said Alexander the Principal Money due upon the said Mortgage Deed and all Interest due for the same and did or did not the said Alexander accept the same in full Satisfaction and Discharge of the said Mortgage Deed and did or did not the said Alexander assign the said Mortgage Deed to the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham and did or did not the said Alexander by Indenture bearing Date on or about the day of in the year of our Lord One thousand Eight hundred and Twenty Six duly convey and assure unto the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns All that Messuage or Tenement and Premises with the Appurtenances situate lying and being in the Parish of Saint Mary Whitechapel in the County of Middlesex and all the Estate Right Title Interest Property Claim and Demand whatsoever of him the said Alexander of in and to the same and every part thereof To have and to hold the said Messuage or Tenement and Premises with the Appurtenances unto the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns for ever subject to the Equity of Redemption therein and thereto and did or did not the said Alexander by the said Indenture covenant with the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns that he the said Alexander had good Right to assign the said Mortgage Deed and all Principal Money and Interest due and to become due thereon unto the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns and that the said Alexander would warrant and defend the same against all Persons whomsoever and did or did not the said Alexander by the said Indenture covenant that he the said Alexander would from time to time and at all times thereafter upon the Request and at the Costs and Charges of the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns make do and execute all such further and other Acts Deeds and Things for the better and more perfectly assigning and assuring the said Mortgage Deed and all Principal Money and Interest due and to become due thereon unto the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns as by the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns or their Counsel in the Law should be reasonably required and did or did not the said Alexander by the said Indenture covenant that he the said Alexander had not done or executed any Act Deed or Thing whereby or by reason or means whereof the said Mortgage Deed and all Principal Money and Interest due and to become due thereon could or might be impeached or avoided or the said Mortgage Deed and all Principal Money and Interest due and to become due thereon could or might be in any manner charged or incumbered in Title Estate or otherwise howsoever and did or did not the said Alexander by the said Indenture covenant that he the said Alexander would from time to time and at all times thereafter save and keep harmless and indemnified the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns and all Lands Tenements and Hereditaments Goods and Chattels whatsoever of them the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns from and against all Costs Charges Damages and Expences which they the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns or any of them should or might sustain or be put unto for or by reason or means of the said Mortgage Deed and all Principal Money and Interest due and to become due thereon or any part thereof and did or did not the said Alexander by the said Indenture covenant that he the said Alexander would from time to time and at all times thereafter upon the Request and at the Costs and Charges of the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns or their Counsel in the Law should be reasonably required make do and execute all such further and other Acts Deeds and Things for the better and more perfectly assigning and assuring the said Mortgage Deed and all Principal Money and Interest due and to become due thereon unto the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns as by the said Defendants Nicholas Ford Thomas Hands Esquire and the Reverend Theophilus Woodline Clapham their Heirs and Assigns or their Counsel in the Law should be reasonably required

Mayor's Court

Hadras Exchequer

Between Andrew Peter by transfer of Arnachellam Maddaw Complainant and Jagapah Chitty and Andy Chitty Defendants

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

Narrayan Pareburnal Venkatachia of Madras Dubash aged twenty four Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7 day of October 1768 sworn at the Office of Mr Archdale Palmer Attorney for the Defendants by Courtezya who left a note of Interpretation and afterwards in the same day being duly sworn and examined deposeth as followeth

To the first Interrogatory this deponent saith he is not acquainted with the Complainant but that he hath known the defendants and that by transfer 10 Pagodas on the back hereof the second Interrogatory this deponent saith the defendants do justly owe and mortgage their House Bill of Sale unto the transferee and that the Land shown to him at the assignment was given for two hundred Pagodas but the date he does not Remember this deponent further deposeth that the defendants did at the same time give their written agreement to redeem said House Bill of Sale and that the Cadjan now shown to him is the defendants said written agreement (whereupon the Cadjan was not present) that the defendants did soon there after agree with their accounts with the transferee and sign an account of the Balance due to the transferee for two hundred Pagodas or thereabouts which Account the transferee afterwards shewed this deponent who engaged to make off with the defendants in eight days to pay the said Balance unto the transferee but never after that time this deponent saith he ever did see the defendants shadow or hear any more matters or things this deponent saith and to the last Interrogatory

Richard Latham

Examiner

Narrayan Pareburnal

Mayors Court at Madras Exchequer

Between Andrew Peter by transfer of Arnachellam Maddaw Complainant and Jagapah Chitty and Andy Chitty Defendants

Depositions of Witnesses taken on the part and before the

116

The examinate on the Court as followeth

Appear Coddy of Madras Servant aged 30 Years a Christian Examinate
on the Side on the Court on the part of the Complainant on the seventh Day
October 1763 Sworn at the Office of Mr Archdale Palmer Attorney for the Complainant
by Commission on the left Side of the Examinate Table and place of abode of the said
Complainant and afterwards on the same day Examined and Examinate
saith as followeth

A
1st To the first Interrogatory this Deponent saith he is not acquainted with the
Plaintiff but that he has known the Defendants for
or thereabouts

B
2d To the third Interrogatory this Deponent saith he cannot tell more whether the
defendants were Incapable of allowing the Interest or Not and to the Rest
presents arising from the money borrowed of the Examinate but knows of
the defendants giving a Mortgage Obligation for two hundred Pags
to the Examinate which date he does not Remember) Examinate saith that the
defendants about two Years after giving the said Mortgage Bond agreed
Examinate and agreed to discharge their said Mortgage Obligation in the space
of one Month which said Agreement was made by the defendants Comply
Pallatandy Pillay and more this Deponent saith not to the or to the last
Interrogatory

Richard Jeffreys
Examinate

Examinate

Between Coddy Appellants
Madrasprabram

And Pandy Pillay Defendants

Depositions of Witnesses taken on the Complaint and Defence Examined
in this Court as followeth

Moodi Pallatdy of Madras Comply aged 36 Years a Merchant being
produced as a Witness on this Cause on the part of the Complainant on the 7
day of October 1763 Sworn at the Office of Mr Archdale Palmer Attorney for
the Defendants by Commission on the left Side of the Examinate Table and place of
abode of the said Deponent and afterwards on the same Day being Sworn
and Examined Deposeth as follows

A
1st To the first Interrogatory this Deponent saith he is not acquainted with the
Plaintiff but that he has known the Defendants 10 and that Complainant

Plaint
Defendants

[illegible] The fourth Interrogatory this deponent saith that the defendants are transferees of the Plaintiffs Company about two years ago and about that time Barrows & Bellows the owners of the transferee ship Leonard were duly sued Pagodas (200) and that the defendants Company Wells Fargo & Co purchased the said Barrows & Bellows ship and transferred the same to the defendants and that the defendants are the Agents & Representatives of the said Company to the Madras Coast and that the said transferee ship is now lying in the Madras Harbour and that the defendants have not yet paid the said Pagodas (200) to the Plaintiffs Company although they have been frequently requested so to do and that the defendants refuse to pay the same without any just cause or excuse

Richard Anthony
Examined

Madras 21st
October 1868

Witness Present at
the Examination

Between Andrew Peter Hydrographer of Messrs Mordaunt Company and Company Agents
Plaintiffs and Wells Fargo & Co Defendants

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

Deponent of Madras Dubash aged 42 Years or thereabouts being a produced as a Witness in this Cause on the part of the Complainant sworn on the 21st day of October 1868 before us at the Office of Mr Archibald Palmer Attorney for the Defendants by Commissioners who left a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being present and sworn deposeth as follows viz

A To the first Interrogatory this deponent saith he has known the Complainants & Defendants for 1 Year or thereabouts

B To the fifth Interrogatory this deponent saith he doth know that the said Defendants Company Wells Fargo & Co and the said Mordaunt did some time after the Complainant had sued her Ship go to the Landing Place of the transferee & knowing that the Defendants did there unduly & unlawfully detain the Ship with the Freight but Hundred (200) Pagodas and did entreat the transferee to accept of the same which he refused upon which the Defendants called this Deponent unto the Boat and desired him to make an offer of two hundred and twenty (220) Pagodas which said offering made unto the transferee he refused to accept of but the Defendants then desired this deponent to make a further offer of two Hundred and twenty five Pagodas (225) to which the transferee

also

also Refused to accept of writings this Deponent said he did not know

Interrogatory 2.

Richard Latham
Examined

Mayor's Court at
Madras 5th October 1776

Interrogatories on the part of the Defendant Ramachellum Mastha Complainant
pro Petty and Aboy Petty Defendant

Deposition of Mohapa taken on the Coast Language and before the
examiner on this Court as follows viz.

Hannamuncon Condapa Mendeliare Caste Weaver
aboute being produced as a Witness on this Cause on the part of the Complainant
was on the 5th day of October 1776 Sworn at the Office of Mr Thomas Salmon
Attorney for the Defendant by Comaraparb one of the Interpreters of this Court
in the Black Town of the said Defendant and examined on the said Complaint
answer and Interrogatories as follows viz.

1st Interrogatory To the first Interrogatory this Deponent saith he has known the Complainant
& the Defendant for the Interrogatories Saith he does know that the Defendant
5th and the Defendants Cowlegar Tella Comaly Pillay and Thomas Mastha
did some time after the Completion of the Deed of Sale go to the Dwelling
House of the Transferor & Transferee that they did request that there
transferred to accept of the same which he Refused upon which they
called this Deponent on to the Ground and desired him to write a Transfer
The Transferee of two Hundred and twenty (220) Pagodas which he
being unable to write the Transferee he Refused to accept of the Defendants
this second time Deponent knows not after the space of two Months
five Pagodas (225) which the Transferee also Refused to accept of
neither Deponent saith not to this or to the last Interrogatory

Richard Latham
Examined

[illegible] To Certify whom it may concern that we the Justices of the Peace for the County of Queens County aforesaid do hereby Certify that on the 8th day of June 1719 Personally appeared before us Joseph Downes Gardener of Queens County aforesaid and made Oath on the Holy Evangelists of Almighty God that he the said Joseph Downes was duly Elected Constituted and appointed Overseer of the Highways in the Township of Hempstead in the County aforesaid for the Year ensuing and that he the said Joseph Downes hath taken the Oath appointed by Law for the due Execution of the said Office of Overseer of the Highways as aforesaid Given under our Hands and Seals at Hempstead aforesaid the 8th day of June 1719

Jno Cocke
Jos Hallett
Jno Hicks

Whereas Peter Hendrickson of the Township of Hempstead in the County of Queens County aforesaid Yeoman hath Exhibited his Complaint against Joseph Hallett Gentleman and Thomas Hicks Gentleman Overseers of the Highways in the Township of Hempstead aforesaid for that the said Peter Hendrickson hath Erected and Built a Certain Dwelling House upon a Piece of Land Lying and being in the Township of Hempstead aforesaid which he the said Peter Hendrickson hath purchased of Thomas Hicks Gentleman and that the said Joseph Hallett and Thomas Hicks Overseers of the Highways aforesaid have Laid out a Highway Cross the Land of the said Peter Hendrickson which he the said Peter Hendrickson Complains of as a Damage to him the said Peter Hendrickson Now we the Subscribers Justices of the Peace for the County of Queens County aforesaid do hereby Certify that we have Appointed Jacob Seaman Thomas Hicks Jun[r] and Jacob Mott Freeholders of the Township of Hempstead aforesaid to View the Premises and to Lay out a Highway in the most Convenient Place for the Publick Use and Benefit of the Inhabitants of the Township of Hempstead aforesaid and to Report their Proceedings therein to the Court of Sessions to be held for the said County of Queens County

Given under our Hands and Seals at Hempstead aforesaid the 10th day of December 1719

Jno Cocke
Jos Hallett
Jno Hicks

Registred
per Geo Tuthill
Cl

Q. Did you know Mr Coleridge & Mr Gardiner & Mr Rose & Mr Hume & any of your Partners & Mr Hume & any of your Partners & Mr Hume & any of your Partners

Attorney for the Complainant who left a note of the name Title and Place of Abode of the said Deponent that afterwards we the said Complainants Attorney Sworn to the Deponent as follows

1st Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

2nd Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

3rd Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

Sworn at Lathom

Before me

Richard Latham

Deponent

Sworn at Ormskirk in the County of Lancaster before me this 27th day of February 1821

Thomas Eccleston

Commissioner

Deposition of Abraham Isherwood of Ormskirk in the County of Lancaster Gentleman taken and sworn before the Commissioner in the Cause wherein

Thomas Eccleston Gentleman Plaintiff and Peter Bazzer Defendant pursuant to an Order of this Honorable Court bearing date the 27th day of October 1820 made on the Petition of the above named Plaintiff

1st Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

2nd Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

3rd Interrogatory Did you Deponent write the Letter to the Defendant Peter Bazzer dated the 2nd day of October 1820 and if so did you write the same by the Direction of the Complainant

Attorney for the Complainant by Commission who left 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

To the first Interrogatory this Deponent saith he is not interrogated touching the Complainant and that he has known the Defendant [illegible]

To the second Interrogatory this Deponent saith that about four years ago he was employed by the Defendant Mr Burgess to solicit some Debts for him and amongst others he was employed to solicit a Demand of a Money from the Defendants to which Demand the Defendant told this Deponent that he would not pay the Money unless this Deponent would first produce a Receipt from the Complainant for the Money and this Deponent further saith that he did produce such Receipt to the Defendant and that the Defendant then paid this Deponent the Money and this Deponent further saith that he delivered the Money to the Complainant and this Deponent further saith that he was employed by the Complainant to solicit the Debt from the Defendant and that he did solicit the Debt from the Defendant and that the Defendant refused to pay the Debt to this Deponent and told this Deponent that he would not pay the Debt to the Complainant unless he the Complainant would first produce a Receipt for the Money from the Complainant and this Deponent further saith that he did not produce such Receipt to the Defendant and that the Defendant then paid the Money to the Complainant and this Deponent further saith that he was employed by the Defendant to solicit some Debts for him and amongst others he was employed to solicit a Demand of a Money from the Defendants to which Demand the Defendant told this Deponent that he would not pay the Money unless this Deponent would first produce a Receipt from the Complainant for the Money and this Deponent further saith that he did not produce such Receipt to the Defendant and that the Defendant then paid

Richard Latham
Examiner

Hayes Court at
Maidenhead

v.

Deft. Addison

Richard Latham
Examiner

Master's Office
Matthew Pritchard

Between Andrew Fuller Complainant and
Joseph Cutler and Lucy Cutler Defendants

Depositions of Witnesses in the Cause taken upon and before the Examiner in this Court on behalf of the Complainant at Exeter in the County of Devon on Monday the 28th day of October 1822 pursuant to the Annexed Commission issued from the Office of the Master of the Rolls in pursuance of an Order of this Court made in the Cause Fuller and others against Cutler and others bearing date the 28th day of October 1822 whereby it is Ordered that the Depositions of Witnesses to be taken in the said Cause on the part of the Complainant should be taken before the Examiner of this Court in the Town of Exeter in the County of Devon on Monday Tuesday Wednesday Thursday and Friday in the Week after the Term of St Hilary next or any three or more of the said days and that notice of the time and place of taking the said Depositions should be given to the Solicitors in the said Cause

Richard Latham
Examiner

Master's Office
Matthew Pritchard

Between Andrew Fuller Complainant and
Joseph Cutler and Lucy Cutler Defendants

Depositions of Witnesses taken in the Cause by and before the Examiner in the said Cause

Nicholas Hembrough of Modbury Merchant aged 51 Years a Witness duly sworn and produced on the part and behalf of the Defendants on the 28th day of October 1822 at the Office of Mr William Bishop Attorney for the Complainant by Virtue of the Commission issued out of the Court of Chancery in the Cause Fuller and others against Cutler and others bearing date the 28th day of October 1822 and to me directed and Returnable on the first day of the Sittings after the Term of St Hilary next

A To the first Interrogatory this Deponent saith he is not acquainted with the Complainant nor has he had any Dealings or Transactions with him

B To the second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the third Interrogatory this Deponent saith he is not acquainted with the Defendant Lucy Cutler nor has he had any Dealings or Transactions with her

D To the fourth Interrogatory this Deponent saith he is not acquainted with the Defendant Joseph Cutler nor has he had any Dealings or Transactions with him

E To the fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the tenth Interrogatory this Deponent saith he is not acquainted with the Complainant nor has he had any Dealings or Transactions with him

L To the eleventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the twelfth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the thirteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the fourteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the fifteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the sixteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the seventeenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the eighteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the nineteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the twentieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the twenty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the twenty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the twenty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the twenty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the twenty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the twenty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the twenty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the twenty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the twenty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the thirtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the thirty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the thirty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the thirty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the thirty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the thirty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the thirty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the thirty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the thirty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the thirty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the fortieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the forty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the forty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the forty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the forty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the forty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the forty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the forty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the forty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the forty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the fiftieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the fifty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the fifty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the fifty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the fifty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the fifty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the fifty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the fifty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the fifty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the fifty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the sixtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the sixty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the sixty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the sixty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the sixty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the sixty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the sixty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the sixty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the sixty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the sixty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the seventieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the seventy first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the seventy second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the seventy third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the seventy fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the seventy fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the seventy sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the seventy seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the seventy eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the seventy ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the eightieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the eighty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the eighty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the eighty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the eighty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the eighty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the eighty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the eighty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the eighty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the eighty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the ninetieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the ninety first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the ninety second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the ninety third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the ninety fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the ninety fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the ninety sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the ninety seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the ninety eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the ninety ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the one hundredth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the one hundred and first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the one hundred and second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the one hundred and third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the one hundred and fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the one hundred and fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the one hundred and sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the one hundred and seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the one hundred and eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the one hundred and ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the one hundred and tenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the one hundred and eleventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the one hundred and twelfth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the one hundred and thirteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the one hundred and fourteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the one hundred and fifteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the one hundred and sixteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the one hundred and seventeenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the one hundred and eighteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the one hundred and nineteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the one hundred and twentieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the one hundred and twenty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the one hundred and twenty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the one hundred and twenty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the one hundred and twenty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the one hundred and twenty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the one hundred and twenty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the one hundred and twenty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the one hundred and twenty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the one hundred and twenty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the one hundred and thirtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the one hundred and thirty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the one hundred and thirty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the one hundred and thirty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the one hundred and thirty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the one hundred and thirty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the one hundred and thirty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the one hundred and thirty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the one hundred and thirty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the one hundred and thirty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the one hundred and fortieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the one hundred and forty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the one hundred and forty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the one hundred and forty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the one hundred and forty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the one hundred and forty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the one hundred and forty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the one hundred and forty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the one hundred and forty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the one hundred and forty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the one hundred and fiftieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the one hundred and fifty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the one hundred and fifty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the one hundred and fifty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the one hundred and fifty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the one hundred and fifty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the one hundred and fifty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the one hundred and fifty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the one hundred and fifty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the one hundred and fifty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the one hundred and sixtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the one hundred and sixty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the one hundred and sixty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the one hundred and sixty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the one hundred and sixty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the one hundred and sixty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the one hundred and sixty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the one hundred and sixty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the one hundred and sixty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the one hundred and sixty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the one hundred and seventieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the one hundred and seventy first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the one hundred and seventy second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the one hundred and seventy third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the one hundred and seventy fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the one hundred and seventy fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the one hundred and seventy sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the one hundred and seventy seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the one hundred and seventy eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the one hundred and seventy ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the one hundred and eightieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the one hundred and eighty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the one hundred and eighty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the one hundred and eighty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the one hundred and eighty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the one hundred and eighty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the one hundred and eighty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the one hundred and eighty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the one hundred and eighty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the one hundred and eighty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the one hundred and ninetieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the one hundred and ninety first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the one hundred and ninety second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the one hundred and ninety third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the one hundred and ninety fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the one hundred and ninety fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the one hundred and ninety sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the one hundred and ninety seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the one hundred and ninety eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the one hundred and ninety ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the two hundredth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the two hundred and first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the two hundred and second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the two hundred and third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the two hundred and fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the two hundred and fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the two hundred and sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the two hundred and seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the two hundred and eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the two hundred and ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the two hundred and tenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the two hundred and eleventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the two hundred and twelfth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the two hundred and thirteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the two hundred and fourteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the two hundred and fifteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the two hundred and sixteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the two hundred and seventeenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the two hundred and eighteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the two hundred and nineteenth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the two hundred and twentieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the two hundred and twenty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the two hundred and twenty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the two hundred and twenty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the two hundred and twenty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the two hundred and twenty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the two hundred and twenty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the two hundred and twenty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the two hundred and twenty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the two hundred and twenty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the two hundred and thirtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the two hundred and thirty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the two hundred and thirty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the two hundred and thirty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the two hundred and thirty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the two hundred and thirty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the two hundred and thirty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the two hundred and thirty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the two hundred and thirty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the two hundred and thirty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the two hundred and fortieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the two hundred and forty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the two hundred and forty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the two hundred and forty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the two hundred and forty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the two hundred and forty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the two hundred and forty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the two hundred and forty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the two hundred and forty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the two hundred and forty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the two hundred and fiftieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the two hundred and fifty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the two hundred and fifty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the two hundred and fifty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the two hundred and fifty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

E To the two hundred and fifty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

F To the two hundred and fifty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

G To the two hundred and fifty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

H To the two hundred and fifty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

I To the two hundred and fifty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

K To the two hundred and sixtieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

L To the two hundred and sixty first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

M To the two hundred and sixty second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

N To the two hundred and sixty third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

O To the two hundred and sixty fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

P To the two hundred and sixty fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Q To the two hundred and sixty sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

R To the two hundred and sixty seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

S To the two hundred and sixty eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

T To the two hundred and sixty ninth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

U To the two hundred and seventieth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

V To the two hundred and seventy first Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

W To the two hundred and seventy second Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

X To the two hundred and seventy third Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Y To the two hundred and seventy fourth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

Z To the two hundred and seventy fifth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

A To the two hundred and seventy sixth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

B To the two hundred and seventy seventh Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

C To the two hundred and seventy eighth Interrogatory this Deponent saith he is not acquainted with the Defendants nor has he had any Dealings or Transactions with them

D To the two hundred and seventy ninth Interrogatory this De

Read and filed
22nd January 1765

Tuesday the 19th day of January
Anno Domini 1904

Present

George Butler Esquire Mayor
Edward Mitchell —— Thomas J Bowden
Thomas Pickard —— & Reginald Adams
Aldermen ——

Between William Robinson and Thomas
as Joint Tenants of the Manor
of Pegwood Complainants and Plts
and Edward and Thomas of Messrs
Merchants Defendants ——

The Defendants Coleman Johnson having (or
otherwise) this instants of the Complainants Bill
Court doth Therefore Hereby Set to Order and Decree and doth accordingly
Order and Decree that the Defendants shall pay unto the Complain-
ants the full and just Sum of One Thousand two Hundred Pegados
(Pegados 1200) with / together with such Interest as may or shall
hereafter become due Thereon How all Costs of this Suit ——

Costs

Paid the Humble Petitioner Mayor Court at
Madrageadmerry

Memorandum Complainants Solicitor do this Humble Court grant
Order when the Defendants Portland Estate Merchant shall not Forthwith
Messrs Merchant and Sands entitled unto your Petitioner in the Sum of Four hundred
Pegados and the Defendants Solicitor do undertake to pay the same unto
Sum of Pounds unless Sum shall be Paid on Before Seven Days next after
Date

Read and filed
19 June 1861

they would abide by the Arbitrators award whereupon the Arbitrators met and weighed the said Saffron and found a deficiency of the said forty four Pounds of Saffron the said Arbitrators upon finding the deficiency acquainted the said George Stratton Esqr. therewith of the said deficiency and the Defendant further says that the Complainant before the said Arbitrators did acquaint the said George Stratton Esqr. of the Deficiency in the said Saffron demanded payment of the said Sum from the Defendant upon which the Defendant told the Complainant that he was ready to abide by the award of Thomas Rowland he the Complainant would demand the said Sum of one hundred and thirty eight Pounds for the deficiency aforesaid and for having of an Attorney and before complied with the Complainant accepted and agreed to but that the Defendant that he must abide by the said Thomas Rowland award whatsoever and as Regard the Defendant says he never knew that he should be paid for his Saffron but the Complainant has all along known that the Defendant was to have his Saffron again and the Defendant further says that the Complainant has not been Ready and willing to have the said Saffron delivered to him the Defendant as he the Complainant ought to have done and this the Defendant is ready to aver 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.

William Cornwell
Attorney for the Defendant

Memorandum the 29th day of January
Anno Domini 1763

Present
George Baker Esqr. Mayor
Edward Reeves — Thomas Bowen
Thomas Hewett — Reynold Atwood —
Aldermen

Whereas John Johnson of Stoke
Clerk

[illegible] Complainant and
[illegible] Defendant Abstract

[illegible] Court coming to be heard and debated this day upon the
Bill of the Complainant and the Answer of the Defendant and upon hearing the Complainant
by his Advocate Thomas Osborne Esq. and the Defendant by his Advocate
and upon Consideration had thereof and the Defendant having admitted
upon the Oath of Paul mentioned in the Complainants Bill to be due
the sum of [illegible] this Court doth therefore think fit to Order and Decree that the
said Defendant do forthwith pay unto the Complainant the said sum of [illegible]
and the Interest thereof together with such Interest as shall become due thereon
from the time of the Decree and also all Costs of this Suit

By Court

Read and filed
29th January 1765

To the Worshipful the Mayor Court
at Madraspatnam

Humbly Complaineth unto the Worshipful Court your
Servant Hagee Abdul Cadir Labbe that Pavatchellam of Pennacoil Chetty and
Nellayandy of Madras Merchant about [illegible] Pagodas
eight fanams and Eighteen Cash more by Bond or Obligation Bearing the date
Twenty date the Thirtieth day of December one thousand seven hundred and sixty
two payable to your Orator by one Pollanchi Mandaliar of Pedrapollam and
Inhabitant of which Said sum nothing is due to account for the same to this
Worshipful Court which said sum after the Rate of eight Pagodas Twenty Pon
da with Interest do Hardly pass Pounds seven shillings and upwards of lawful
money of Great Britain and Whereas your Orator hath frequently and in
an Amicable manner Requested payment thereof but to no purpose
this Worshipful Court Do send Commandatellam and Pollachundy Mudaly and
Kully Chetty to your Orator requiring him forthwith to pay and
Pennacoil your Orator prays a Writ of Capias may issue out of this Worshipful Court
appear agreeable to equity and good Conscience and your Orator shall ever
Pavatchellam Pennacoil and Pollachundy Kully upon their Bond of Pennacoil Inhabitant
Corporal Pollachi Irulu and prayed answer made to all and singular the
and things herein set forth and alledged as fully to every Interrogatory

all Parties and purposes as if the same were herein again Repeated and Interrogated and to be Answered by you with your order Six afores and Seven Eighty four Pagodas and Thirty and Seven Cash all such Interest as more is or shall Become due thereon also all Costs of this Suit. Wherefore this Honorable Court to cause Decreed Execution and Writ Ready to be Summoned and Prepared by the Sheriff of Pondicherry Lawful Notary Advocate and Pro Curator Thereof personally to be and appear before this Honble Court perfect and separated Decreed Here to answer and Shew to and abide by such order and Decree Decree as to this Honble Court shall seem Meet

Pr Brander Proctor Complt

30th December 1761

Before all Men Whether Present and to Come that I Pierre Vander Cruse Ballaux and Pullatavarday do hereby Jointly and Severally Bind and Oblige to the Right Honble Thomas Saunders Esqr Governor and Chief of Fort St David and Town Adjacent and Dependant Thereon and his Successors in Office the Sum of Eighty Five Pagodas and Three quarters of Ballance due to the Said Honble Thomas Saunders Esqr as Appears by Account Current Signed by me Dated the 30th December 1760 Which Sum I promise to pay to the said Honble Thomas Saunders Esqr his Successors in Office or Order with the Interest after the Rate of Three quarters of a Pagoda p Cent p Month Payable on Demand Witness my hand and Seal this 30th December 1761

Pierre Vander Cruse Ballaux

Witness present

Thos Saunders

Fort St David 26th January 1762

Before me Edward Brander Notary Public Duly Admitted and Sworn Appeared Personally Pierre Vander Cruse Ballaux and Pullatavarday Inhabitant of Pondicherry and Acknowledged the above Bond or Obligation to be his Act and Deed and that he Executed the same freely and of his own Accord Witness my hand and Seal of Office the Day above Written

Edward Brander Notary Public

Mayor Commonalty
Aldermen

Present
George Baker Esquire Mayor
Sir Harcourt Lees Bart Deputy
Edward Sanders Esquire Recorder
Aldermen

Between Samuel Rogers
Master Scholard Complainant
and Cornelius Hellins & Benjamin
Scholard and Nathaniel Hellins
Scholard Defendants

The defendants having on Court and acknowledging the justness of the complainants demand Ibis Court doth Order that the said defendants Cornelius Hellins Benjamin Hellins and Nathaniel Hellins do pay unto the Complainant the Sum of Eighty Pounds and Costs of Suit and that Execution issue therefor unless the said defendants shall on or before the fifteenth day of February next pay unto the Complainant the Sum of Eighty Pounds and Costs of Suit

By the Court

Chas Hill Comptroller to the Mayors Court

Read and filed
15th January 1765

Court at Mansion House

Humbly Complaining sheweth unto Your Honble Court your Orator Samuel Rogers and Sarah de Rose of Scholard Forge Merchants that Peter Cornish Banquet of Mark in Scholard stands indebted unto your Orator in the Sum of One Hundred and eighty three Pounds five Shillings and seven pence as appears by the Account Books and Vouchers for the inspection of this Honble Court which said Sum of One Hundred and eighty three Pounds five Shillings and seven pence your Orator hath frequently and in an amicable manner Demanded Payment Peter Cornish and refused payment the said Peter Cornish Contrary to Reason Equity and Conscience in the premises and to the Intent the said Peter Cornish may be compelled to pay unto your Orator the said Sum of One Hundred and eighty three Pounds five Shillings and seven pence with Interest for the same

Enclosing the Petition of John Baker praying leave to bring Suit in this Court shall appear reasonable to your Excellency and your Honours It is ordered that the said Baker do forthwith compound his Debt and perfect his Composition made to his said Creditors pursuant to the Directions and Powers given by the Act entitled An Act for the relief of Insolvent Debtors and that upon his doing so he be discharged from his Confinement and that the said Creditors do accept of the Composition made by the said John Baker and that the said John Baker do pay the Fees due to the Officers of this Court

Ordered that the Petition of John Baker be dismissed

Ordered that the said John Baker Compound with his Creditors and that the Sheriff of Suffolk discharge the said John Baker from his Confinement on his doing so and that the said John Baker do pay the Fees due to the Officers of this Court and that the said John Baker do appear in this Court on the first Tuesday in February next to answer such Bill as the said Creditors shall exhibit against him

Chief Justice Hutchinson Assistant

Dr. The Estate of Compounded with Creditors in Account Current with Messrs Pelham & Johnston Cr.

1762							
Oct. 1	To J. Pelham's Account as settled						
	between them and on this day	154	5	20			
Dec. 29	To J. Pelham's Account as settled between them and on this day	29	0	0			
	Compounded	183	5	20	By Balance on this day	183	5	20

Boston Jan. 17, 1765

Errors Excepted

Pelham & Johnston

(1)

Between Robert and Hardress Waller

Complainant

And

Peter Hewett Esquire Thomas Pudsey Esquire Thomas Pudsey the younger Robert Pudsey and Richard Pudsey

Defendants

To the Right Honble Thomas Bernard Esqr Chief Baron of his Majesty's Court of Exchequer in Ireland

Humbly Complaining sheweth unto your Honour your Orator Hardress Waller of Castle Waller in the County of Limerick Esquire that by Indenture of Lease bearing date the twenty fifth day of March in the year of our Lord one thousand seven hundred and seventy seven made between the Right Honble Richard Earl of Shannon of the one part and Thomas Pudsey of Castle Waller aforesaid Esquire of the other part for the consideration therein mentioned the said Earl of Shannon did demise unto the said Thomas Pudsey his heirs and assigns all that and those the Castle and Lands of Castle Waller aforesaid and all that and those the Lands of Ballyvodock Ballyvodock Commons Ballyvodock Mountain Ballyvodock Bog Ballyvodock Meadow Ballyvodock Mill Ballyvodock Mill Meadow Ballyvodock Mill Mountain Ballyvodock Mill Bog Ballyvodock Mill Commons

your Orator humbly annexed and that your Orator prays may be admitted as part of this your Orators Bill of Complaint And wherein your Orator hath not herein and in such manner discovered payment of the said Sum of one Hundred eighty two Pagodas & fanams and forty five Cash pretended Ram Chetty

Defendant doth & May plead answer & Demur to your Orators Bill of Complaint Most humbly and mercifully Begging to give your Orator may measure of satisfaction in the premises your Orator Therefore prays a general Relief such as to this Honble Court shall appear agreable to Equity & good Conscience And to the end therefore that the said Rama Chetty may upon his Corporal Oath true and perfect answer make to all and singular the Matters and things herein before set forth as fully truly and Pertinently to all intents and purposes as if the same were hereto again Interrogated and he Pressed to pray unto your Orator the Sum of one hundred eighty two Pagodas & fanams and forty five Cash also all such interest damages as shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Rama Chetty to be summoned and Required by the Sheriff of Fort St George Sowcar of Madrespatnam and Dubash thereof personally to be and appear at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer the premises Orators Bill of Complaint and further to stand to and Abide such Order & Decree therein as to this Honble Court shall seem Meet

Wm Bishop

Sol for the Complainant

Dr. Fort St

Dy [illegible] Bybrought on Account Current with Ponga

1771 Augt 10	To	To Value of 22 Chests Bombay Merchandize to Stock Mark Phillips as Invoice for which were put into Godown 1 Chest & 1 Canvas Trunk and taken into Mark Phillips Charge and Cost and Stock and Way as follows	
		Cotton & Cotton Goods 200 Corge at 1½ Pagoda Corge	150 " "
		Pintado Eg at 3 Pagodas each Ditto	27 " "
		Ribbons 12 Rolls at 2 Pagodas p Roll	24 " "
		Chest	5 pa 18 "
		Pipes 1 Chest contains 20 Corge at 3½ Pags p Corge	82 12 "
		Silver Watch 1	20 " "
		Iron Locks large	12 " "
		Gold Lace 10 Yards at ½ Pagoda p Yard	20 " "
		Iron Locks Large 1	
		Chests Empty 2	1 18 "
		Tubs 1	" 18 "
		To Interest Money of the first Debts at 1½ Cent p Annum for 1 Year 8 Months and 9 Days	Br 22 "
		To Interest Money at 1½ Cent p Annum on the Remainder of the Above Amount	28½ 24 28
		Errors Excepted	433 " 11 28

Errors

I Benjamin of Madraspatnam Merchant do hereby for me my Heirs Executors Administrators Executors Administrators and Assigns all my Right and Title to the same of six Hundred eighty six Pag Xcepted to Madras aforesaid Merchant with all the Interest thereon or that shall become due thereon for the Utility of Madras aforesaid Merchant with all the Interest thereon or that shall become due thereon for the same and forty five Cash payable unto me Nine Months after the date hereof Witness my hand at Madras this Second day of December One Thousand Seven Hundred and Seventy two

Witness
William Harrison
William Hall

Charter Party

made to James Hardie per contra

1758					
June	18	By Bales 1/2 Piece		20	
1762		By Edwds do do		10	
Nov[r]	7	By Interest d[o] at 8 p[r] Cent p[r] Annum for 2 Years 9 Months and 6 days		16	13 7½
		By Rattans do		6	6 6
				52	19 13½

Brought Over 52 19 13½

Number 47 1763

Carpenters

and Assigns bound for and unto me James Hardie of Madras aforesaid Inhabitant His Heirs Exrs Admrs and Assigns for Each for the Whole and the Whole for Each for the Whole and every of them for the Whole and every Part and Parcel thereof in the Name of the Whole jointly and severally firmly by these Presents Sealed with our Seals and dated this 9th day of December in the Year of Our Lord one thousand seven

Signed Sealed Delivered

read and filed
2nd February 1762

The Answer of Mirah Libby of Scituate
the absent defendant to the Bill of Complaint
of Moses Hardee also of the same place and the
Complainant

The defendant now and at all times hereafter saving and
Reserving to herself all and all manner of benefit of exception to the many
Errors uncertainties and insufficiencies in the said Bill contained for Answer
thereunto or unto so much thereof as she is advised is material
or necessary for her to make answer unto she this defendant answereth and
saith that her husband indebted unto the Complainant in the sum of one
hundred and eighty two Pagodas, one fanam and forty four Cash current
aforesaid or otherwise. But to answer unto this Honble Court the polarity of the com
plainants demand this defendant maketh answer that the transfer Rangapah
was indebted unto this defendant in the full and just sum of fifty seven Pagodas six
fourteen fanams and three Cash as will appear manifestly and at large by the
Account Current hereunto annexed marked with Letter A and B for the
inspection of this Honble Court and to which this defendant most humbly refers
praying the same may be admitted as part of this defendants Answer

This defendant humbly begs the attention of this Honble
Court to a narrative Relative to the transactions between this defendant and the
said transfer Rangapah which is as follows that for the months of May
and June which were in the year of our Lord one thousand seven hundred
and fifty four that the aforesaid Rangapah did come to this defendants
House and did purchase of her to the amount of Pone Pagodas at different times
to the amount of seventy nine Pagodas thirty four fanams and two Cash
and that the said Rangapah the transfer promised to pay to this
defendant part in Money and part in Rangee Goods at that time the said
Rangapah the transfer did make twenty yards of Salid Cloth to this de-
fendant altogether in one piece which amounted unto the sum of eight
Pagodas and twenty fanams and then left this defendants shop for a
considerable time this defendant perceiving that the said Rangapah the
transfer had not any money with him spoke unto the servant to
tell the said Rangapah unto him, and when the said Rangapah came
this defendant told him that he should be glad to know the Reasons for
not settling his Accounts with them pursuant to his promise the said
Rangapah told this defendant that he would settle with them very
accordingly they last adjusted their accounts and upon Ballancing their

Over

Seconds Have Remained a Ballance due unto the defendant of the sum of forty six Pagodas Sixty seven fanams and Three Cash on Three adverts the defendant cannot take upon him to say is Really the said sum of forty six Pagodas Sixty seven fanams and Three Cash as the said transferer Rangapah did give unto the defendant his Letter Note of hand for the said Ballance which said Letter note of hand upon Return at Lepore Hannah Rushrah Naick who does Absolutely refuse to return it to the defendant again and also the defendant accounts with the said transferer Rangapah and wrotten notes given at Fort Saint David unto the defendant by the said transferer Rangapah acquainting the defendant to dispose of the said transferer Rangapah and when the said transferer Rangapah had delivered unto the defendant the aforesaid europe goods he Requested from the defendant to buy him such piece goods and he would pay him as must unto the said transferer untill disposal of the said piece goods to the above People and to his Request of the said transferer the defendant did give the defendant unto the said transferer Rangapah how the goods he provided part of which goods the transferer said unto the said shops People and the Remainder he returned back again to the defendant

The defendant further saith that he did give the said Rangapah the transferer for a great while after and before the defendant saw the said transferer at Fort Saint David where the defendant told the said transferer Rangapah that he could not depend upon the goods as he had formerly bought for him since provisions are that he would dispose the defendant to dispose of the said Europe goods which was on the hands of the defendant and to Rangapah send the said transferer at the nearest port by every Ship unto the said Rangapah the transferer then People and the defendant and not reconcealed any goods unto the defendant the said unless upon the defendants Return from Fort Saint David to the Place he the

defendant

defendant with the following wrongs goods & chattels out of the said dwelling
house & Warehouse of the said Plaintiff in the parish & Borough aforesaid
of the said Transferor Bargepole all which the said defendant has & still
the said Transferor for a small sum of money & Letter A upon the account
current marked Letter B and therefore the said defendant is justly
Indebted to the said Transferor in the Sum of Three pounds
Ten Shillings & Sixpence & for which sum or any part thereof the said
defendant refuses to pay the same or any part thereof but the same
wrongfully & unjustly detains & keeps from the said Transferor to the
damage of the said Transferor of Forty pounds & therefore he brings
his Bill &c And the said defendant further saith that the said
Transferor Bargepole remains now in the custody of the said defendant
or some other person or persons for the use of the said defendant
& Returns to the Complainant upon his oath that the said
Defendant further says that the said Transferor Bargepole
refused to deliver to the said defendant the goods & chattels
of

and whether notice for the payment of the rent ought to be given to the tenant or to the Employment who is to receive the proceeds of the property and whether any [illegible] for the Employment had been paid from the proceeds of the property and whether any [illegible] would have arrived and that the said [illegible] Mrs Isabella Allen and the said [illegible] Mrs Isabella Allen and the said [illegible] Mrs Isabella Allen

[illegible]

[illegible]

[illegible]

B

Dr. Barrygazie Mc Swiney in Account Current with Messrs Crosby

Cr.

1764							1765							
June	22	To Balance of her Account Current Letter A					July	17	By Sixteen Pieces sold weighing 15 Bales 1 Pack 1 Pc 7 Cwt 2 Qrs 25 lbs	5	6	0		
		for which Undrawn for her Interest Bill 16 days							By Interest on Pagodas 5 6 for 8 5 12 @ 8 Cent 3	20	63		8	16 63
		To Interest on Bill 216 3 2 for 2 years 7 m 8 Cent pr An 33	8	5				18	By Fifteen Sacks of Cocoa sold Agustaby Cromarty					
		To Pice Bat Engraver			31	40			Clean 15 Cwt 2 Qrs at 25 Rupees pr Cwt	12	60			
		To 1/4 Ditto Ditto			6	21		20	By Interest on Pagodas 12 6 for 5 16 @ 8 Cent	2	25	24	21	26 24
		To 1/8 Ditto Ditto Master of the Vessel			4	10	Sept	22	By one Chest sold Arrachellam for 1	6	26	50		
		To 1/8 Ditto Ditto Mates			1	10			By Interest on Pagodas 1 6 for 2 22 @ 8 Cent	1	10	25	3	5 2
		To Interest on Pay Bill 31 10 for 2 1 @ 8 Cent per An	12	22	41		28	17	By Sixteen Chests sold Mantilla Cantamby &					
24	16	To Cash Lent his Comptor			8				Bobby Waught 18 18 @ 2 for 2 @ 20 Cash 8	7	20	50		
		To Interest on Ditto for 8 6 8 @ 8 Cent per An	2	5	29				By Interest on Pag 6 for 20 50 for 8 2 25 @ 8	4	39	29	12	17 79
26	19	To Cash Lent Mr Swiney Secretary Council Bridge					July	7	By one Box of Pipes 1 Pipe 6 Hydes sold					
		for buying 4 Casks of Rocks for 1 Month and 9 Days			17	40			Cantapah at 1 Pagoda 6 per do	1	16	25		
		To Cash Lent his Secretary by his order			5				By Interest on Pagodas 1 16 25 for 5 16 @ 8 Cent		25	61	2	6
			67	11	160			18	By 8 Thirtyseconds of Pipes sold Solomon Francois					
		To Interest on Ditto 22 10 for 8 6 16 @ 8 Cent per An			15	27			Nigt Barber			5		
									4 M days					
	17								By Interest on Ditto 5 for 5 5 29 @ 8 Cent		2	15		7 15
	19	To Cash Lent paid for buying Thirteen Casks of Rocks					Aug	29	By 1 Rigg sold Nellacarra Sangarah	2				
		with the Expences & Bill of Entry in the Port			7				By Interest on Pagodas 2 for 6 10 @ 8 Cent		32	62	2	32 62
		To Interest on Ditto 87 5 10 2 6 @ 8 Cent per An			5	14	Sept	16	By 1 Rigg sold Nellacarra Sangarah	2				
									By 1 Ditto Ditto Ditto	2				
		Carried Over							Carried Over	4				

			Brought Over								
Sept.	2	To Cartage Hire paid for bringing the Cheese to this place					1				
		To Interest in Sum 1 for 8 M. 12 D. @ 8 P. Cent P. An.						59		1	59
	22	To Cartage Hire paid for Cheese						25			
		To Interest on Cash 25 for 8 M. 22 Days @ 8 P. Cent P. An.						16			
		To								1	41
Oct.	17	To						10			
		To Interest on Cash 10 for 2 M. 28 D. @ 8 P. Cent P. Annum						26			36
	20	To Cash paid Arnachellum for buying a Cheese					1				
		To Interest on Sum 1 for 2 M. 15 D. @ 8 P. Cent P. An.						2.83		1	6.83
		Pagodas					12	36	16		

			Brought Over				1				
		By Interest on Pags. 1 for 8 M. 29 D. @ 8 P. Cent					1	22.79		5	22.79
										56	22.79
		Balance								57	14.3
		Pagodas								113	36.79

Errors Excepted
A. Smith Cashier

Sept. 1763

V. P. D.

Remaining unsold
1 Silver Watch
6 Pieces and Ring
Lost on the Voyage
1 Pinbuckle
1 Chest thrown away being wetted by Water
and unsaleable

Road ward fitted
13th April 1763

The Replication of James Woodward Master
plaintiff in Subsidium Complainant to the Answer
of Thomas Cattley late of Cheapside Merchant
defendant

The Replicant saving and at all times hereafter saving and
reserving to himself all and all manner of advantages and Benefits of exception
to many errors contradictions and uncertainties in the said answer contained for
Replication thereunto saith that he the Replicant doth and will aver maintain and
prove his said Bill to be true certain and sufficient in the law to be answered unto
and that the said defendant his answer is very uncertain insufficient and
unperfect and doth not answer the said Bill nor the matters therein contained
in such sort manner and form as he ought to do and the Replicant hath
advised to the Bill of Complaint and this Replicant further saith that the said
Bill is filed and prosecuted against Richard Cattley late of Cheapside
aforesaid Merchant deceased and not against the defendant only and that the
defendant hath not any Interest in the matters in question in the said Bill
but that the same Complaint is filed against the defendant only as Executor
of the said Richard Cattley deceased and for no other cause whatsoever
And this Replicant further saith that the defendant hath not set forth a full
true perfect and Just account of the personal Estate of the said Richard
Cattley deceased which he ought to have done and which he this Replicant
hath been advised he ought to do and this Replicant further saith that the defendant
hath not come to any account with this Replicant for the personal Estate of the
said Richard Cattley deceased since the death of the said Richard Cattley
although this Replicant hath often times since the death of the said Richard
Cattley requested the defendant so to do and this Replicant further saith that
the defendant hath not brought into the Court of Exchequer any Bill or Bills
for the Payment of the Debts of the said Richard Cattley deceased nor hath
he this Replicant any Knowledge or Belief that the defendant hath paid any
Debts of the said Richard Cattley deceased other than such as are mentioned
in the Schedule annexed to the defendants answer and this Replicant further
saith that the said Schedule annexed to the defendants answer is not a true
Schedule of all the Debts of the said Richard Cattley deceased but that
the defendant hath omitted many Debts of the said Richard Cattley deceased
which this Replicant hath been informed and believes to be true and this
Replicant further saith that the defendant hath not set forth a true account
of the Debts owing to the said Richard Cattley deceased at the time of his
Death but hath omitted many Debts owing to the said Richard Cattley
deceased at the time of his Death which this Replicant hath been informed
and believes to be true and this Replicant further saith that the defendant
hath not set forth a true account of the Debts owing to the said Richard
Cattley deceased at the time of his Death which this Replicant hath been
informed and believes to be true and this Replicant further saith that the
defendant hath not set forth a true account of the Debts owing to the said
Richard Cattley deceased at the time of his Death which this Replicant hath
been informed and believes to be true and this Replicant further saith that
the

Saleby warrants and Credit to the Shares of the said Cotton of goods under
the pretence that the Transferor delivered them to the Defendant to carry to the
same for the Account of the Plaintiff and that he cannot admit that the
Transferor Bargain and Sale of the Shares and Stock aforesaid for
one Thousand seven Hundred and fifty four pounds sterling to be paid
goods received on the Account thereof by the Defendant and mentioned in
the Account of Current of the Defendant with the Transferor
also the Plaintiff cannot admit that the Transferor promised to pay
unto the Defendant part in money and part in European goods when the
Plaintiff cannot admit that the Transferor sold twenty pounds of
Lead, also the Plaintiff cannot admit that the Transferor produced
and exhibited unto the Defendant on the account of Goods
a Balance approved due unto the Defendant on the same for
Sundry sum pounds and two Cents, and the Plaintiff also cannot admit
that the Transferor gave unto the Defendant his Interest note of Hand for
the said Balance, and also the Plaintiff cannot admit that the said
pretended note of Hand or any matter or thing whereby the Defendant pretends
was given unto him by the Transferor at Fort Saint Davids which
matter or thing the Defendant pretends is supposed him to demand the
European goods the property of the Transferor which goods were detained
by Pretence Wherefore Pardo and also the Plaintiff cannot admit that
the said Pretended Pardo ought to Retain the said European goods
to the Defendant and also the Plaintiff cannot admit that for the
pretended Interest Note of Hand to the Defendant the Transferor owed
the Defendant so Great Sum more over goods and also the Plaintiff
cannot admit that the Transferor produced that at the Island
from on board the Ship to Save European goods and that the said Pardo
Transferor should remove of the Defendant and also the Plaintiff cannot
admit that the Transferor left any European goods the Pardo to
and resided in the Manner of the Defendant to, and also the Plaintiff
cannot admit that all the Remainder of the said Goods which the De-
fendant inserts in his Answer concerning the said Goods the Plaintiff
Plaintiff saith that the Transferor sold unto the Defendant twenty pounds
at seven Dollars each pound, the same of each Dollar was four hundred
and two Pounds sterling) at forty seven Dollars each Pound at the sum of
seven Pagodas and eight Fanams the Pagoda of each Dollar the Plaintiff
will aver unto Pagoda before the Honorable Court, and the Defendant and
the Transferor both duly Cooked with the Defendant for four pieces of Cotton

and assignees of Timby purchased of him with the consent Command annexed to him
Replyants Bill of Complaint, this Replyant cannot admit that the transferrer at
the Pleasure to Madras after the loss of Fort Saint David that he may or about
the month of September one thousand seven Hundred and
fifty eight that the defendant applied for and received the transferrer his Warrants
with him and granted the prohibited Pallanos and he the transferrer his goods on the
defendants vessels or that the transferrer ever applied or importuned
the defendant to have passage with the transferrer for ten days and that he
would at the expiration thereof satisfy the defendant, this Replyant saith to
the contrary of the defendants answer, wherein he avers the transferrer of
his own accord and without any application to the defendant for that purpose
procured to satisfy the defendants pretended demands on the transferrer
this Replyant knowledge saveth that if the defendant should appear to this Honble Court he did
suggested a Bill to be issued by Cannah Pitchaiah Naick at the
time the defendant would certainly applyed to one of His Majestys Justices
of the Peace to be relieved by Summons at proceeds at the Court of Quarter Sessions
held for Cuddalore and Tranquebar and that delivery this Replyant prays leave of
this Honble Court to annex the said summons hereto as a part Relative to the
dealings between the transferrer and defendant which he already believes
as truth and that the transferrer will in due time prove to the satisfaction
of this Honble Court, this Replyant saith some time in the Month of June in
the Year of our Lord one thousand seven hundred and fifty four the transferrer
purchased divers Goods of the defendant to the amount of the sum of thirty
Pagodas as set forth by this Replyant in the Account Current annexed to
this Replyants Bill of Complaint for which sum the transferrer gave his
Note of hand payable three months after date which he the transferrer
paid the sum of Ten Pagodas and thirty seven fanams for the reason he thought
the defendant being part of the twenty three Chests which the transferrer together with
several parcels of wrapt goods at Porto Novo defendants on the Account Current of the
transferrer and annexed to the Bill of this Replyant being the amount of seven hundred
and twenty six Pagodas twenty seven and thirty eight Cash with the Interest due
thereon and therefore avers the said defendant of the defendant as that he there
did demand divers certain goods and merchandizes goods belonging to the said
transferrer and the Replyant doth not by the defendant, But that some part
of the said wrapt goods belonging to the transferrer some four days after the
said Northeaster there happened an Hurricane the transferrer was
obliged to go to Port Saint David in order to get secure the transferrer
therefore departed from Porto Novo with his Palanqueen and Bearers and with his Servants
and Coolys and some Peons and proceeded to Port Saint David and there

Pa

Read and filed
[illegible]

before the departure to Fort Saint David a certain Bill of Exchange payable to the said
Company Goods that were unto the defendants godowne to the exphire the said Bundapah
was that that Bill and Bungapah shading from to make over the management of
the said Company Goods to the Nephew the said Bundapah or that the said Bungapah
could have forseen his purchased departure to make over the management of the
said Company Goods to the said Nephew the said Bundapah as the said Bungapah
Proposed to the Defendant had proposed before unto unto the Defendant and to the
which former under consideration of Company the Plaintiff immediately the defend-
ant desired that the said Bungapah after the Return from Fort St David did com
make a demand on the Defendant for the Company Goods he left with the Defendant
if the market price or any other power whatsoever as the said Bungapah how
ever the said unto the Defendant or that the Defendant was prevented payment
for the said Company Goods to alledged the Defendant and prays how to say it is suffi-
cient by the said unto the Defendant not to need Compliance on the Defendant
behalf that on the Referring to pay the same the the said Bungapah should apply to
Edmondstone Esq. but the Defendant can prove that before the time that application
the said Edmondstone Esq. on the said Bungapahs Referring to satisfy the defend-
ants demand and not the said Bungapah and that the said Edmondstone Esq.
ordered both parties to decide this Affair by Arbitrators the Defendant wholly
denys that he afterwards ever agreed with the said Bungapah that the said
Ramah Chubrah Naick should arbitrate the disputes or that the
Defendant ever left any Copies of the Accounts with the said Ramah Chubrah
Naick but the Defendant avers that it was before the before the Defendant
did apply to Edmondstone Esq. that the original of the Defendants Accounts with
the said Bungapah made of hand with his own letter unto to dispose of the de-
mands goods were ever by determined by Ramah Chubrah Naick or the said
Bungapah or by that the Defendant with Expences preferred to come to the Place
of the said Ramah Chubrah Naick and settle their Accounts to them and the
Defendant with or not that the said Accounts note of hand and or Bon
order are still in the Possession of the said Ramah Chubrah Naick or that the
said Bungapah the said about the Charging the Company Goods to the Defendant
at the market price of those times, the Defendant further prays leave to set forth
that, that does not appear Contrary but so that the Defendant can prove to the
satisfaction of this Honble Court that the said Goods were only left and how to
dispose of them at the market price and for to pay himself and of the Produce of
them if they sold for enough to pay the Defendants demand the Defendant
further prays leave to suspend the Reply and that the Company
of the Defendant Answer when the Defendant saith that the said Com-
pany Bungapah upon adjusting accounts with the Defendant that there
remains

Paul Caunka do hereby declare that I was aboard ye Ship Success when Pangapah & Bulkah was aboard ye Ship Success from Pangapah at which Place I was employed, where remained till the arrival of Two Pangadoes and Thirty Persons which were sent by the order of the said Pangapah unto Batticaloe Thirty Sixth April Anno 1765

Witness present
William Harrison
Thomas Lewis

+ This is the Mark of
Paul Caunka

Said to be a true translate from the Original in the Malabar Language as near as can be taken by Comunipath Jamby Interpreter

William Burbage

I Pangapah of Madrapatnam Dubash do hereby for me my Heirs Executors Administrators and Assigns transfer and make over to Simon Hindie of Madras aforesaid Dubash and his Heirs Executors Administrators and Assigns all my Right and Title to the Sum of one Hundred eighty one Pagodas one fanam one and forty five Cash the Ballance of an Account depending and due to me from Philip Delly of Madras aforesaid Merchant with all the Interest that now is or shall become due thereon for the Interest Part of Bond of this days date for the Sum of one Hundred eighty one Pagodas one fanam one and forty five Cash payable unto me Three Months after the date hereof as witness my hand at Fort Saint George this Twenty Second day of December in the year of our Lord one thousand seven hundred and sixty two

Witness
William Harrison
William Hall

Interrogated if the aforesaid Bond was not transferred as shall be produced unto and examined on the part and behalf of the Defendant Mr Hudson answered by the mouth of the said Pangapah also of Madras aforesaid Dubash on affection and oath unto the said Simon Hindie the Plaintiff and said Philip Delly of Madras aforesaid Merchant as their Defendant

The Plaintiff Simon Hindie by his Counsel Mr Lewis Declared that the Defendant not to have Pangapah in this Cause or when he should

of Thomas Lee

To Constable Lee ... Did you or did you not summon Thomas Lee to appear before me this day to answer unto Thomas Marchant upon his complaint and did you or did you not summon the said Thomas Lee to bring with him the goods and chattels of the said Marchant which he had lodged with him

(1)

and made this deponent sworn to the Last Interrogatory

Richard Sathorn

Examined

Mayors Court at
Madraspatnam

Between Samuel Cockburn Merchant Plaintiff
Rangapah Comptroller and Mark Cubitt Defendant

Deposition of Witness taken on the Cause by and before the Honble
Court as followeth

Coverpatah of Madras Merchant aged 40 Years or thereabouts being produced on the
Witness on the Cause on the part of the Complainant on the 30th day of October 1750
Sworn at the Office of Mr William Cranmer Attorney for the Defendant Cubitt
who Left a Note of the Name Letter and Letters of Words of the said Deponent and after
reads on the same day being Sworn and examined deposeth as followeth

1st To the first Interrogatory this deponent saith he has not acquainted with the Complaint
and but that he has known the Transferrer and the Defendant both of them 12 Years
or there abouts

2d To the second Interrogatory this deponent saith he did know one Sawaroch Chitty late
of Madras Merchant deceased and did some time before his decease hear him declare
that the Transferrer had Lodged sundry Pagoes goods in his godown and that the said
Goods were very cumbersome to his godown & therefore that the deceased Sawaroch
Chitty did order and direct the Transferrer to Remove the said Pagoe Goods from the
Godown and Lodge the same in the Godown of the Defendant this deponent also
hears the Deceased Sawaroch Chitty in his presence did several times
Pagoes before his Death examine a List of the Pagoe Goods belonging
to the Transferrer which were Lodged in his godown and should be Restored
Undone and thereupon to Discover the same List of Pagoe Goods which was
wrote and Signed by the Said Sawaroch Chitty some days before his Death
and more this Deponent saith not but this to the Last Interrogatory

Richard Sathorn

Examined

Mayors Court at
Madraspatnam

Between James Hodsoll by Transfer of Pongapah Complainant and Sunah Chitty Defendant

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

Collapah of Master Broker Aged 38 Years a Witness being produced and Sworn in this Cause on the part of the Complainant was on the 2d day of October 1762 sworn at the Office of Mr William Cranwell Attorney for the Defendant by Consent who first on Oath of the Parties Title and place of Abode of the said Deponent and afterwards on the same Day being duly sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he does not know that the Complainant is Executor of the Will of Pongapah Complainant and Sunah Chitty Defendant

To the third Interrogatory this Deponent saith he does know that the Transferee did lodge on the Godown of the Defendant sundry Europe Goods which were the Transferees Property also that the defendant did charge Rent Hire of the said Godown all through the Management of the said Europe Goods were the proper Right of the Transferee likewise that the Transferee did some Years after he had lodged the said Europe Goods on the Godown of the defendant leave Madras in order to go to Portland Davids moreover that the Transferee did before he left Madras go with his Nephew Condapah some distance to the House of the defendant and there this Deponent further deposeth the Transferee did in this Deponents and hearing acquaint the defendant that he committed the management of his Europe goods in and the defendants Godown to the Care of this said Nephew Condapah and still adds that the Transferee at the same time did in this presence and in his presence and hearing further acquaint the defendant that this said Nephew would discharge the Balance of the Transferees Account and desired the defendant and this Deponent would take Notice of the Goods belonging to the Transferee and Desired to deliver any part thereof to the said Condapah and more this Deponent saith not to this or to the Last Interrogatory

Richard Sutton

Examiner

Mayors Court at
Madraspatnam

Between James Hodsoll by Transfer of
Pongapah Complainant and Sunah Chitty Defendt

Deposition of Witness taken on the part of the Complainant before the Examiner

Commissioner on the Part and behalf of
Plaintiff Mrs Madras Dubash aged 41 Years a Witness
a Witness on the Part and behalf of the Complainant
sworn at the Office of Mr William Cranmer a Notary for the Island
who left a Note of the Name Title and Place of Abode of the
Deponent and also wrote the same Deposition as follows
1st Interrogatory Doth the Deponent well know the Parties
plaintiff but that he Doth know Complainant
10 Years or thereabouts
2d Interrogatory Doth he know the Defendant
Cuddalore Court of
Madras Presidency
Richard Anthony
Commissioner
Deposition of Witness on the Part and behalf of the Complainant
the Court as follows
Interrogatory 1st Madras Caste aged 30 Years a Witness
a Witness on the Part and behalf of the Complainant
sworn at the Office of Mr William Cranmer a Notary for the Island
who left a note of the Name Title and Place of Abode of the Deponent
and also wrote the same Deposition as follows
1st Interrogatory Doth the Deponent well know the Parties
plaintiff but that he Doth know Complainant
Years or thereabouts
2d Interrogatory Doth he know the Defendant
4th
4 ... 4th Interrogatory Doth Deponent well know the Premises
mentioned Relating thereto that for these eight years past
said from Old Pagoda Town Pagoda and a Quarter and
right and marketwards and bounded by the Sea
Richard Anthony
Commissioner

Mayor Commonalty
and Citizens of London

v.

Thomas Hankey and Thomas Hankey Junior

Depositions of Witnesses on the Commission issued out of and before the Commissioners in the Court of Exchequer

William Harrison of Mincing Lane in the City of London Broker aged 47 Years or thereabouts duly sworn and examined as a Witness in this Cause on the part of the Complainants on the 13th day of October 1763 at the Office of Mr William Cromwell in Mincing Lane aforesaid by Commission out of the Court of Exchequer and being duly sworn and examined deposeth as follows

To the first Interrogatory this Deponent saith he is acquainted with the Defendants and has been for upwards of Seven Years last past and knows the Ship or Vessel in the Interrogatory mentioned to belong to the Defendants and that she was about eight years old and upwards when last past the fourth day of November 1762 at which time this Deponent was employed by the Defendants to survey the said Ship or Vessel and to value her and this Deponent accordingly did survey and value her at the Sum of Seven hundred and Fifty Pounds and this Deponent further saith that he was employed by the Defendants to insure the said Ship or Vessel and did insure her for the Sum of Seven hundred and Fifty Pounds and this Deponent further saith that he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the tenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eleventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twelfth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fourteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventeenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the nineteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twentieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the twenty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirtieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the thirty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fortieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the forty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fiftieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the fifty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixtieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the sixty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the seventy ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eightieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the eighty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninetieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the ninety ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundredth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and tenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and eleventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twelfth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fourteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and sixteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and seventeenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and eighteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and nineteenth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twentieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and twenty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirtieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and thirty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fortieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty fourth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty fifth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty sixth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty seventh Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty eighth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and forty ninth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fiftieth Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifty first Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifty second Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifty third Interrogatory this Deponent saith he was employed by the Defendants to insure the said Ship or Vessel from the fourth day of November 1762 to the fourth day of November 1763 and that he did insure her accordingly for the Sum of Seven hundred and Fifty Pounds

To the one hundred and fifty fourth Interrogat

[illegible] and on what day and how and in what manner and at what time and place and in the presence of who and in what manner and for what cause and consideration and by what means and how and in what manner and for what cause and consideration and by what means and how and in what manner and for what cause and consideration and by what means and how

Plaintiffs Bill

William Connelly
Att[y] for the Defendant

Harper Courtet
Hardresterson

Between James Hardie Complainant and
Hannah Chitty defendant

Depositions of Witnesses taken on the Bill exhibited before the Barons
in this Court as followeth

Narcissus Pollock of Hadow Cowgate aged 32 years or thereabouts being pro-
duced as a Witness in this Cause on the part of the defendant was on the 20th day of
September 1763 sworn at the office of Mr William Burton Attorney for the
Complainant by Commissions who left a note of the names Title and place of abode of
the said deponent and afterwards on the same day being duly sworn and examined
deposeth as followeth

To the first Interrogatory this deponent saith he was acquainted with the Complain-
ant but that he has known the Defendant 2 Years or thereabouts

To the second Interrogatory this deponent saith he knows the Contents of the Cal-
umnious Libel in the Cause and was present at the time of their drawing and believes
or thinks there are but who was present at the time of their drawing and believes
Remember nor has he any Knowledge of the other Codgers accounts nor can he
say whether the Defendant Hannah did give any obligation for any
Sum or Sums of Money to any Person but deposeth that the Defendant
deliver some Europe goods to the Defendant which purchase Goods
he cannot say on account of Money that he was indebted to the Defendant but
cannot say whether those said Goods were sold by the Defendant or under
from the Defendant he further saith that the Defendant did likewise Buy
goods from the Defendant, what sort he cannot particularly remember and
were delivered to the Defendant or his Servants and were charging to Mr
Hockey or Mr Middleton but which Mr Polk represent Lawson and more
this Deponent saith not to this or to the Last Interrogatory

Richard Sothorne
Examined

Harper Courtet
Hardresterson

Between James Hardie Complainant
and Hannah Chitty defendant

Depositions of Witnesses taken on the Bill exhibited before the Barons

on this Court as follows to
MARIAPPA Pillai of Madras Merchant aged 32 years a Witness duly sworn
and on his behalf on this Court on the part of the defendant was on the 20 day of September
1862 sworn at the office of Mr Nelson Deputy Registrar for the Commissioner for Oaths
who left a note of his name title and place of abode of the said deponent and afterwards
on the same day being sworn and examined deposeth as follows to
At the first Interrogatory this deponent saith he is not acquainted with the complain-
ant but that he has known the defendant 8 Years or thereabouts to
the second Interrogatory this deponent saith he knows the body of the Court pot
Mortgage now shown to him as they were the same writing and mark shown
and by him 8 or 9 years ago, but saith was present at the time of their drawing out
he does not remember nor has he any knowledge of the matters therein
nor can he say whether the transferor Ramiyah did give any obligation
for any sum or sums of Money to any person but deponent that the transferor
did deliver some Europe goods to the defendant what particular sort of goods
he cannot say on account of Money that he was indebted to the defendant
but cannot say whether those said Goods were sold by the defendant unden
from the transferor, the further addeth that the transferor did likewise
receive goods from the defendant what sort he cannot particularly Remember
and were delivered to the transferor for a House belonging
to Mr Moorhouse on Middle Gate Street which Mr Gold at present lives in
and more this deponent saith not to this or to the Last Interrogatory

Richard Sathiraj

Examined

Mayors Court at
Madraspatnam

Between Isaac Hyde Complainant
Ramah Chetty Defendant

Deposition of Witness taken on the Part and behalf of the Com-
plainant on this Court as followeth.
Isaac Hyde of Madras Merchant aged 40 Years a Witness duly sworn pro-
duced as a Witness on this Court on the part of the Defendant was on the 20 day
of September 1862 sworn at the office of Mr Nelson Deputy Registrar for the
Complainant by Commissioner who left 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 to
At the first Interrogatory this deponent saith he is not acquainted with the com-
plainant

Between Bathoni Lashkary
Plaintiff

and

Mayor's Court at
Madras Apeedavaroo

Between James Hodges Complainant and
Pomah Chetty defendant

Depositions of Witnesses taken on this Cause by and before the Honble
the Court as follows Viz.

Examination of Madras Merchant aged 28 Years or thereabouts being produced as a Witness on this Cause on the part of the defendant sworn the 5th day of October 1763
Sworn at the Office of Mr William Bishop Attorney for the Complainant before me
who left words of the interpreter Pillo and place of abode of the said deponent and after
wards on the same day being sworn and Examined upon the Interrogatories
as follows
To the first Interrogatory this deponent saith he is well acquainted with the Com
plainant but doth not know the defendant nor ever saw him to his knowledge
To the second Interrogatory this deponent saith he did sell some Europe goods for
the defendant Viz Nine Pimporrys & Pagodas each and one Gross and
one dozen Silver Spoons which were all sold for one Pagoda and a Quarter
two of the Pimporrys were sold to one Serga and the other to a Mandeen and
Eight and Jole Rupees and about Half of the Spoons were sold to one Cundapah and
the other eight and Silver Spoons were sold to Mr Solomon Bennett Broker

Richard Lathom
Examined

Mayor's Court at
Madras Fortwilliam

Deposition of Richard Lathom taken upon his Oath before
Thomas Hudson Esqr Mayor of Madras
Pursuant to the Directions of the Act of Parliament made
for establishing Courts of Judicature for the Settlement
and Affairs of the United Company of Merchants of England
trading to the East Indies and for the more speedy and
effectual Administration of Justice therein

Who being duly Sworn and examined upon his Oath
to the first Interrogatory this Deponent saith he hath
known Mr Lolly the Complainant in this Cause for
about Eighteen Months last past and this Deponent
further saith that he hath known Mr Lolly the
Complainant for about Eighteen Months last past
and this Deponent further saith that he hath known
Mr Lolly the Complainant for about Eighteen Months
last past and this Deponent further saith that he hath
known Mr Lolly the Complainant for about Eighteen
Months last past and this Deponent further saith that
he hath known Mr Lolly the Complainant for about
Eighteen Months last past and this Deponent further
saith that he hath known Mr Lolly the Complainant
for

Papers and Cadjans relating to the deposed Complaint of Richard Gould and Sarah the deponent Likewise for Dyroath that he did not know the Letters Augmentations or Cadjans that were given by the Transferrer unto the defendant Sarah mentioned in the Last Interrogatory

Richard Latthorne

Examined

Lord and Peter
15th July 1750

To the Hon'ble Sir Mayor's Court at Madrass for the Inhabitants

Humbly Complaining shew unto this Hon'ble Court your Orators Robert Smith of Madras Taylor and Thomas Jennings the same place Executors and Administrators to the Estate and Effects of James Hardie late of Fort Saint George Undertaker who died intestate, That on the day the year mentioned in their Bill of Complaint the said James Hardie filed his Bill of Complaint against Sarah late of Madras Widow to which Bill of Complaint the said Sarah Chitty put in her Answer a Replication and a Rejoinder were filed Issue joined Commissions of Witnesses Published passed and the same set down for hearing but before such cause was heard the said James Hardie departed this Life without making any Will and disposed of his Effects whereupon your Orators as Creditors of the said James Hardie applied to this Hon'ble Court for Letters Administration which were accordingly granted So the end that for as that the said Sarah Chitty may shew cause if she can why the Proceedings in the said Cause should not stand Revived and for the same Right and Satisfaction may at the Suit of the Executors of the said James Hardie and that the same may stand Revived accordingly and to that End may it please this Hon'ble Court to grant unto your Orators a Summons to Revive to be directed to the said Sarah Chitty thereby Commanding her as certain day thereon to be Limited personally and appear before this Honorable Court and then to shew cause why the said Executors your Orators and the said Sarah Chitty should not be Revived and further to stand to and abide such Order and Decree thereon as to this Hon'ble Court shall seem Meet

Charles Boundey
Att'y Complainants

Mayor's Court
Madras

Thomas Parry Esqr Mayor
&
James Dawes Esqr

Present

George Barker Esqre Mayor
Peter Marrable ——— Peter Delaplaine
Thomas Parry ——— Thomas Pechell
Edward Saul Esqr & Benjamin Guy Esqr

Aldermen

Between Thomas Hinde
of Fort Saint George Cheesemonger
and Ann his Wife late Ann Hutty of Madras Mer-
chant deceased ——

Plaintiff

and

Thomas Hutty Junior Thomas Hutty
Junior Robert Hutty Junior Ann Hutty
Junior Mary Hutty Junior Elizabeth Hutty
Junior Sarah Hutty Junior & Jane Hutty
Junior Infants by the said Thomas Hinde
their Guardian

Defendants

This Cause coming on to be heard and debated
this day in the presence of the Defendant and of the Attorney on both sides
on reading the Complainants Bill of Complaint and Answer of the Defendant
Thomas Hutty the Infants Answer with the Exhibits Proved
marked A. B. & C. in the Replication the Replication to the Answer of
the Defendant the Interrogatories and Depositions on the part of the
Complainant the Interrogatories and Depositions on the part of the
Defendant & the Report of Thomas Parry & Peter Delaplaine Esqrs
dated the 3rd of March 1788 to whom it was referred to take the
Accounts in this Cause & to which no Exceptions have been taken
by either Party and due Notice of the Order of Reference and
Report having been given to the Defendant Thomas Hutty Junior
according to the Course of this Court

It is Ordered Adjudged & Decreed that the said Report
be Confirmed and that the Complainant Thomas Hinde
do pay unto the Defendant Thomas Hutty Junior the
Sum of Pagodas Two Hundred and Fifty Eight & Fanams
Thirty Two being the Balance found due to him on the
Taking of the said Account and that the Defendant Thomas Hutty
Junior do pay unto the Complainant Thomas Hinde the
Sum of Pagodas Two Hundred and Fifty Eight & Fanams
Thirty Two being the Balance found due to him on the
Taking of the said Account and that the Defendant do
pay unto the Complainant the Costs he has sustained
by reason of the Defendants Default in not Answering
in due time and that the Complainant do pay unto the
Defendant Thomas Hutty Junior his Costs of Suit
to be taxed by the Master of this Court and that the
Defendant Thomas Hutty Junior do pay unto the
Complainant his Costs of Suit to be taxed by the
Master of this Court

Geo Barker

Read and filed
17th August 1762.

To the Worshipfull the Mayors Court
at Madraspatnam

Humbly Complaineth and sheweth unto this Worshipfull Court your Orator Edward Lubbock now residing at Negapatam but late the Resident at Cuddalore for the Worshipfull the United East India Company of Holland by his Attorney William Gordon Surgeon at Cuddalore and in the Service of the Worshipfull the united English East India Company that whereas Richard Lee Coxwain late of Cuddalore but now of Madras standeth indebted to your Orator for the Ballance of an Account Current duly signed by the said Richard Lee in the Sum of one Hundred and Eighty one Pagodas and six fanams Current Money of Madras making in Sterling Money of Great Britain the Rate of Eight Shillings for every Pagoda the sum of seventy two Pounds nine Shillings and four Pence or thereabouts as will more fully appear by your Orators Account hereunto annexed for the satisfaction of which this Worshipfull Court and likewise your Orator most humbly prays praying the same may be esteemed as part of this your Orators Bill of Complaint Your Orator further sheweth unto this Worshipfull Court that he hath frequently and in an amicable manner Requested payment from the said Richard Lee of the said Sum of one Hundred and eighty one Pagodas and six fanams But now so it is may it please this Worshipfull Court the said Richard Lee although he and willfully Refuses to give your Orator any manner of satisfaction touching the Premises your Orator therefore prays a general Relief such as to this Worshipfull Court shall appear agreeable to equity and good Conscience To the end therefore that the said Richard Lee may upon his Corporal oath answer and perfect Discovery make to all and singular the matters and things herein before alledged and set forth as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and Interrogated and be decreed to pay unto your Orator the aforesaid Sum of one hundred and eighty one Pagodas and six fanams with all Interest due thereon also all Costs of this Suit

May it please this Worshipfull Court to cause the said Richard Lee to be summoned and Personally by the Sheriff of Fort Saint George Town of Madras for his Fees and default thereof personally to be and appear at a certain Time and place to be by this Worshipfull Court prefixed and appointed then and there to answer the premises your orators Bill of Complaint and further to stand to and abide such Order and Decree therein as this Worshipfull Court shall seem Meet

William Cranwell
Att for the Complainant

Dr. Richard Lee in Account Current with Edward Sutton Cr.

1762			Pag.	Fo.	Co.	1762				
June 22	To a Bond with the Interest		300	"	"	July	11	By Cash Received from Major Trotter	18	36
							21	By Cash ... D.o from John Johnson	20	"
							25	By Cash ... D.o from Lieut. Fletcher	20	"
									118	36
								By Balance	181	64
									300	"

Errors Excepted

Cuddalore August 1st 1762

1763

Read and filed in Court
29th October 1762

The Answer of Richard Lee now of Hadnor
Merchant defendant to the Bill of Complaint
of Edward Sutton by his Attorney William
Foster

The Defendant now and at all times hereafter saving and Reserving to
himself all and all manner of Advantage to the many Errors uncertainties and insufficiencies
in the said Bill contained for answer thereunto or unto so much thereof as this defendant
is advised doth materially concern him to make Answer unto this defendant
Answereth and saith That he admits that there is due to the Complainant on a Book
given by this defendant for some mentioned in his said Bill but this defendant further
sets forth That the Complainant stands indebted to him on the score of several Sums
Disbursed for sundry Articles Received of the defendant which will appear upon Oath
given to the Account for the inspection of this Hon.ble Court hereunto annexed which
Sum provided the Complainant will discount from his demand this defendant
will be Ready to pay the Complainant the Ballance that will then Remain
due, All which matters and things this defendant is Ready to aver maintain and
prove as this Hon.ble Court shall direct and humbly prays to be hence dismissed with
his Reasonable Costs and Charges in this behalf most wrongfully sustained

Richard Lee

Archibald Palmer
Attorney for the defendant

Mr Edward Sutton ... Dr

To 1 Hhd Rundel of Bengal Cannas	24 —
To 1 Pr Pumpions Lined with Cheak	18 —
To 1 Pair of Iron Sugar Dogs	5 —
To 2 Bottles of Brandy	6 —
To 28 Bottles of Rum	14 12
To 32 lb Pounds of Beef @ 2 Sent lb	2 8
To 35 Hind quarters of Mutton @ 2 Sent lb Quarter	5 —
To 1 Large Carpet	5 —
To Feeding a Horse one Month	5 —
Pagelud	73 13

Errors Excepted
Fort George 4th Augst 1763
Richard Lee

1804

Contents filed
15th February 1803

The Replication of Edward Letton
Reading at Negapatnam late Chief at
Cuddalore for the Honble the united East India
Company of England to the Answer of William
Gordon Surgeon on the part of the Honble the
United English east India Company Complain
ant to the Answer of Richard Le Mesurier
late of Cuddalore but now of Madras Defendant

The Replicant now and at all times hereafter saving and reserving
to himself all and all manner of Benefit and advantage of exception to the
Errors uncertainties and insufficiencies in the defendants said Answer
contained for Replication thereunto saith that all and singular the matters and
things in this Replicants Bill mentioned to be true and true is the same as
therein alledged and set forth and that the answer to the said Bill is very many
Respects very untrue uncertain and insufficient in the Law this Replicant ready
this Replicant further saith that it is very absurd on the defendant to say that
this Replicant stands indebted to him in the sum of seventy three Pagodas for
sundry Articles Received from him the defendant as the Defendant alledges
Accounts with this Replicant on the twenty second day of June which was in
the year of our Lord one thousand seven hundred and sixty two when there
Remained a Ballance of the sum of three hundred Eighteen Pagodas due unto
this Replicant as on Account fully and at large appears by the defendants own
Account Servant Cowand of the Portuguese of the said Accounts and thereto
annexed for the inspection of this Honble Court and for which said Ballance the
defendant did give this Replicant his Bond unto this Replicant for the payment of
Pagodas, payable one Month after date, the date as above Pretended that the pre-
tended demand of the defendants is not to be summary proved nor is it Credible that any
Person would give his Bond unto another for the sum of three hundred Pagodas
when the Person must have the sum of seventy three Pagodas as the defendants
pleased to say but this more Reasonable to imagine if the said were granted
that the defendant would have deducted it from what this Replicant was
owing as they had adjusted their Accounts the same day, in order to convince unto
this Honble Court the unreasonableness of the defendants demands Humbly
Leave to acquaint this Honble Court that the greatest part of the Articles that
the defendant has charged this Replicant with, and things which the defendant
made this Replicant a Present of and that this Replicant also made a Return
of Presents for the Presents he had Received from the defendant But this Replicant
were greatly surprized that the defendant Left this Replicant for what he

Sand before general Thomas Powell

The second Article which the defendant replied to charge the Replyant as for a Sent made of Bengal Cannas Twenty one Pagodas.

Which was answered that according to said Bengal Cannas which the Replyant on Return for made from the defendant a Present of a Silk of Knives and Forks as also a Scarlet Sattin Cloth trimmed with Silver Lace which the Replyt and thought was equivalent to the defendants present

The second Article that the defendant has debited the Replyant for as for a Pourgaree Sent himself with Chunks fifteen Pagodas

Which the Replyant has returned to him again

The defendant has charged five Pagodas for as for a Piece of Chuna Sugar Candy that Replyant Return

In Return for them the Replyant has given him two Large Chuna Dishes and one Spoon

The fourth Article that the defendant debits the Replyant for so for twenty four Bottles of Brandy

Twelve of which the Replyant Returned them in Lieu of them, which Arrack, and the other twelve the Replyant paid the defendant for

As to the fifth and sixth Article that the defendant has charged the Replyant for as for eleven quarters of Beef and thirty six quarters of Mutton

And that this Replyant at his departure from Cuddalore left with the defendant thirty one Sheep which he has not Charged the defendant with, as the defendant always Refused to accept of Payment for the said eleven quarters of Mutton, but if the defendant insist upon Payment for the Mutton and Beef the Replyant is very Ready to pay the difference

As to the seventh Article that the defendant has charged the Replyant for as for a Carpet Five Pagodas.

For which the Replyant made the defendant a Present of a Pair Coll at his departure from Cuddalore

As to the eighth Article for feeding the Replyants Horse Five Pagodas.

The Replyant is very willing to pay Him the same whenever the defendant Returns his Horse Plaintiff

The Replyant humbly presumes that the defendants demands is illegall and unjust and that should appear so to the impartiall Judgment of this Honble Court

The Replyant humbly begs leave to argue and shew Honble Court that since the Commencement of this Suit, that the defendant hath frequently promised to discharge his Bond and that the defendant still has had good

1766

an order to the Attorney to enter up Judgment and issue Execution but he did not proceed any further for the said Sum the Attorney received of the Defendant and has not done it to this day although he was ordered so to do at Easter Term the first time that the Defendant promised to pay off the Bond as soon as he could clear and bring proceeds that the Defendant does only want to protract the Suit by this means

All which matters and things the Plaintiff is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already prayed

William Cornwell
Attorney for the Plaintiff

E S T

Vicks

In Negotiation the 11th September 1762

Thomas Hill Esqr being sworth, That the annexed is a true Copy of an Account taken from the Original entry of Mr Edmund Letherer Book held at Cuckolors concerning Mr Richard Lee dec'd

Cash Lent to Mr Richard Lee and Receivd on his Note of Hand payable 12 Months ..... 200 ..

Errors

1 Shear Axe 15½ lb 2 13 0
6 Hoes Do 1 11 0
12 White and Ox Spades and 12 forks 3 0 0
Cash 10 0 0
1 Shear more 12½ lb 2 2 6
1 Large Anchorage 10 0 0
2 Silver Cups Guard Rupees 23 Oz 8 9 0
1 Sporting Rifle 6 0 0
Cash 5 0 0
Cash to pay Captain Hart for Ballast 26 0 0
26 Bottles White Wine 1 0 0
2 Lbs Sugar Candy 1 2 0
26 Bottles White Wine 1 0 0
3 Pewter Basons 1 0 0
3 Basons of Rhotum 12 0 0
2 Mans Cups and Saucers 1 12 0
2 Tabby Gowns &c 9 0 0
Surveyorship Fee 100 12 0

Errors Can't discovered for 10 Bottles Brandy returned on my departure from Cuckolors as likewise a small Ballast Tub on Board the Ship Attorn'd 14 12 0

For the Remainder of the Note of Hand Payable on demand 100
Judgment Entered and Costs Taxed and Execution issued 300

Errors Excepted

Read and filed
21st March 1760

The Rejoinder of Richard Lee late of Madras
Defendant to the Replication of Edward Sutton by
his Attorney William Gordon

This Defendant now and at all times hereafter saving and Reserving
to himself all and all manner of Benefit of exception to the many errors uncertainties
and untruths in the said Replication contained for Rejoinder thereunto saith that
this defendant Answer is certain true and sufficient in the Law to be Replyed
unto and this defendant prays as in and by his Answer he has already said
and does and will aver all and every part & Clause therein contained to be true to
be so said as Barrar and thereby alledged and Professed.

Archdale Palmer
Attorney for the Defendant

Know all Men by these Presents that I Richard Lee at Chuvelpat
in the Bounds of Cuddalore & St. Davids on the Coast of Coromandell, am held and
firmly bound to Mr. Edward Sutton Delineator at Pagapatam, in three hundred
Star Pagodas to be paid to the aforesaid Edward Sutton his certain Attorney
Executors and Administrators for the Payment whereof I bind myself my Heirs
Executors and Administrators firmly by these presents sealed with my Seal
dated this twenty second day of June and in the year of our Lord one thousand
seven Hundred and sixty two

The Condition of this Obligation is such that if William Gordon Attorney
of Mr. Edward Sutton Delineator at Pagapatam shall this day at Chuvelpat
with the Consent and Approbation of the said Richard Lee Debtor to the aforesaid
Edward Sutton and in the Presence of

Witnesses
William Hawkins
Jos. Hensh
Jam.s Craig

Richard Lee

Inventory as follows of the said Richard Lees Effects Consisting of a dwelling
House and Ground at Chuvelpat in Length one Hundred and fourteen feet
in Breadth seventy five together with the Furniture of the said Richard Lee
Lading thereupon upon Condition that if the said Richard Lee do not make
Payment on the Space of one Month from the date hereof to sell them at Publick

Outcry

1767

Cause of Money And the Complainant pray the defendant for the same and answer and in here
And this happen the whole year Know ye the Contents of this affair from the beginning unto the
end particularly declared?

To all the Witnesses &c ..... Did you Know of any thing concerning the Complain-
ant in this Cause if you declare the same and Particularly interrogated?

William Cranmell
Attorney for the Complainant

Between Edward Sutton by his Attorney
William Gordon Complainant and Richard Jo
Defendant

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

William Turner of the Company & Troop of Lieutenant aged 32 years or
thereabouts being produced as a Witness on this Cause on the part of the Complain-
ant was on the 31st day of May 1763 sworn at the Office of Mr Archibald Palmer
Attorney for the Defendant by Corcoran who left a Note of the Name Title and de-
place of Abode of the said William Turner and Afterwards on the same day
being sworn and examined deposeth as followeth

1st
To ..... To the first Interrogatory this deponent saith he knoweth the Complainant &
Cause and the Defendant by Name & Person or thereabouts.

2d To ..... To the second Interrogatory this deponent saith he delivered by order of the Complainant
a Letter to Mr Pauley sometime about the latter end of August or the beginning of
September 1763 Which time no Person made any objections to the Drawing of
it and further deposeth that Mr Pauley then said he would willingly accommodate
matters between the two Parties and be a friend to both of them

3d To ..... To the third Interrogatory this deponent saith he knoweth of the Defendants
borrowing from the Complainant sum or sums of Money for which he was to Repay
him again on Demand but that he has never done so except to the Sum of this the
deponent Knowledge

4th To ..... To the fourth Interrogatory this deponent saith he knows of the Defendants
having made a Present to the Complainant of a Cask of China Sugar Pots, and
more deponeth not

Richard Sutton

W Turner

Examiner

The

Interrogatories to be administered to such Witnesses as shall be produced on the Behalf of the Complainant Edward Cuddalore Esqr and Mr Surgeon Ward Resident for the British Interest at Cuddalore Edward Turner and Jacob Bazett all of Cuddalore aforesaid Gentlemen in a Cause wherein Edward Cuddalore Esqr by his Attorney William Gordon is Complainant and Charles Lee is Defendant

1st Interrogatory ..... Do you Know the parties Complainant and Defendant in this Cause how long have you known them or either and which of them the first

2d ..... Do you Know or do you not Know whether the Complainant made the Defendant a Present of any thing if yea what thing or things and when and where did the Complainant make such present and what did the Defendant say when he accepted of them but what do you know touching of this affair from the beginning unto the end Particularly declare

3d Are you or are you not Acquainted with the Complainant praying the defendant for some Brandy if yea what Quantity and what sorts or Sums of Money did the Complainant pay the Defendant for the same and when and where did this Happen, But what do you know touching of this affair from the Beginning unto the End Particularly Declare

4th ..... Do you Know or do you not Know whether the Complainant when he left Cuddalore left any Chop with the defendant if yea how many or in what hands and Condition were they left with the defendant and when did this happen did the defendant or did he not pay the Complainant for them if yea what Sum or Sums of Money did he pay for them and to what Person or Persons did he pay it, and when and where did he pay for them But what do you know touching of this affair from the Beginning unto the end Particularly declare

5th ..... Do you Know or do you not Know whether the defendant produces any Complainants Name subscribed to any Letter or Letters by his Order if yea what they, what in worth, and when and where and to what Person or Persons did the defendant deliver it, declare to the best of your Knowledge and Belief, Particularly Declare

The Last ..... Do you Know of any thing more material for the Complainant in this Cause if yea declare the same as Particularly as you can

Charles Turner
John Cattanach
Chas Bradshaw

Wm Gordon
Att[y] for Complainant

Between Edward Sutton Complainant
and Richard Lee defendant

Deposition of Samuel Craigg on the Honble Company's Service Aged 50 Years or thereabouts being produced as a Witness in this Cause on the part of the defendant was on the 18th day of June 1763 duly sworn and Examined by John Pollard and Edward Braddon appointed by the Honble the Governor & Council at Madrass Commissioners for that purpose deposeth as follows

To the first Interrogatory this Deponent saith that He has known the Complainant 18 Months or thereabouts and the defendant about 2 Years.

To the second Interrogatory this deponent saith that the Complainant Edward Sutton being ordered by the Governor of Fort St George to hold himself in Readiness for a Ship coming to the Bar to go to Fort St George, He made up a small Chest which the Defendant Lee observing told him he should have some Strong Liquors made for keeping the Sun off from where the Ship was lying the Complainant & Defendant the Complainant's answer was when he had finished the Affair of his Trust he would see what Cloth he had to spare upon which Mr Lee told him he had an old Mourning Tent, that he believed some pieces might be got out of to help make the Cabbin Tent for the Sea Voyage Mr Sutton Replied very well every Cabbin would help Mr Lee therefore immediately went away to his House and Returned with the said Old Mourning Tent and more saith not to this Interrogatory.

X X

As to the Interrogatory this deponent saith not to any particular Question enquired of in those Interrogatories.

To the last This Deponent saith that the defendant complained to Mr Sutton that he had no Money in the House but that he would send for a Merchant that would lend it him, which Merchant came with the 200 Pagodas, and accordingly he gave his Bond to him for it Repaying 2 Pagodas for one Month use of it and this deponent more saith not to any Particular Question enquired of in this Interrogatory.

Sam.l Craigg.

John Pollard
Edw.d Braddon } Commissioners

Exhibit

Between Edward Sutton Complainant and
Richard Lee Defendant

Depositions of Surgeon Major Wade in the United East India Company's Service Aged 28 Years or thereabouts Sworn produced & examined on the part of the Defendant was on the 16 day of July 1762 duly sworn and examined deposeth as follows by Charles Turner Esqr and Jno Sutton Esqr appointed by the Worll the Mayor's Court at Madraspatnam as Commissioners for that purpose deposeth as follows

A ..... To the first Interrogatory this Deponent saith that He has known the Complainant & Defendant 2 Years or thereabouts

B ..... To the Second Interrogatory this Deponent saith that Complainant sold him to deliver to the Defendant some silver spoons Viz Table Spn and two or three half Spoons of Inferior sort on what Account he doesnt know and further saith that the Defendant delivered to the Complt an old Spnt Valued at 2 Pagodas and more saith not to this Interrogatory

C ..... To the third Interrogatory this Deponent saith not anything further can more enquired of on this Interrogatory

D ..... To the fourth Interrogatory this Deponent saith that the Complainant Sold Letter about the 10th May 1762 delivered upwards of 20 Chays to the Defendant but on Conditions of his returning the Letter Number of Bengall Chays except any should appear these Deponent saith not to this Interrogatory

E ..... To the fifth Interrogatory this Deponent saith that the Defendant Hired and furnished the Defendant with Horses and Palanquin with a Red Saddle and the Furniture of Red Cloth Laced with Gold & Lace and more saith not to this Interrogatory

The Last of these Interrogatories this Deponent saith that the Complt Sold the Defendant 100 Pagodas worth of Silver Spoons and promised to pay Interest 3½ Pagodas p Cent p Month till the Complainant Should make an Exchange with the Defendant of two Small Boats for a Larger one and more saith not to any Particular Questions enquired off in this Interrogatory

Charles Turner
John Sutton } Commissioners

Sworn before me

Rodger Hart

Mayors Court at Madras. } { Tuesday the 26th day of February Anno Domini 1805

Present

George Baker Esquire Mayor

Peter Auriol ——— John Belmadure

Thomas Powney ——— Edward Braddon

Authony Sadler ——— Benjamin Adams

Alderman ———

Between Edward Lubbock Gent Plaintiff

Mayors Court

and the Honble the United East India Company & Nathaniel Edmonstone Esqr Attorney Nathaniel Sandeman Gent and Sundaram Pundaram Defendants

THIS CAUSE coming on to be Heard and debated this Day in the presence of the Attorneys on both sides on Reading the Complaint and Bill with an Account thereof annexed, the Defendants Answer with a Bill of Sundries annexed, the Replication with a List of Sundries taken from the Complainants Books annexed, the Rejoinder, two Exhibits on the part of the Complainant, the Interrogatories and Depositions on the part of the Complainant, on hearing the pleadings made use of by the Attorneys and on due Consideration had thereof. It appearing to the Court that the Complainant hath produced sufficient proof of the goodness of his demand and the Defendant having brought no evidence to set aside any part thereof. This 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 one Hundred and eighty one Pagodas one fanam Pagodas 181 1 0 — being the Balance of the Account sued for together with such Interest thereon to accrue from the Date hereof as the Court shall hereafter become Due thereon also all Cost of Suit.

Entd

1814

Read and filed
19th February 1814

To the Honourable Thomas Strange
and Hardinge Giffard

Humbly Complaineth of Swadi Veda Mudaly
Cutcha Soha Philip Sahaiam and Said Mudaly of Madras Inhabitant and Dealer and Chapt that Hadoo Mudaly
Son of one Standard Pagoda Cannot Hanuph of Madras Merchant
Money of great Value and Pagodas Coin Bullion and Effects
of for by Bonds or Memorandums writing Signed & Mortgage Deeds bearing
date the Tenth day of March which was in the year of our Lord One Thousand
seven hundred and sixty four as will more fully appear by the said
said Mortgage Deeds bearing date herewith produced for the inspection
of this Honble Court and therefore your Orator most humbly Prays and prays
the same may be admitted as part of this your Orators Bill of Complaint and
your Orator further sheweth unto this Honble Court that he hath for
quantity and in an amicable manner Requested payment from the said
Hadu Mudaly of the said Sum of one Hundred Pagodas
But now so it is May it please this Honble Court the
said Hadu Mudaly absolutely and wilfully Refuses to give your Orator
any manner of Satisfaction touching the Premises your Orator therefore
prays a Several Writ of such as to this Honble Court shall appear agree-
able to equity and good Conscience to the end that your said
Hadu Mudaly may upon his Corporal Oath true and perfect Answer make
to all and singular the matters and things herein fully stated and as
fully truly and effectually to all intents and purposes as if the same were
here Severally Repeated and Interrogated and he Compelled to pay unto your
Orator the aforesaid Sum of one Hundred Pagodas with all Costs thereon
also all Costs of this Suit

May it please this Honble Court to cause the said Hadu Mudaly
to be Summoned to Appear by the Sheriff of Fort Saint George Town of
Madras patnam and the Peshcush Bunder to be and appear at
a certain Term and place to be by this Honble Court prefixed and appointed for
that end and there to Answer this your Orators Bill of Complaint and further to
stand to and abide such order and Decree therein as this Honble Court
shall seem Meet

Wm Cruttenden
Atty for the Complainant

@ March the 9th 1764

I Moses Mordecky the Son of Pangapach Mordecky do hereby Acknowledge to have mortgaged a House of Govendapachs unto the Reverend Mr John Philip Fabricius English Missionary at Tanjore which said House was before Mortgaged by Govendapach unto Devendaguru Mordecar as Security a certain Land Debt being a Balance of Accounts between Govendapach and the said Govendapach being Absent I was Compelled to pay of the Principal and Interest to the said Devendaguru Mordecar and Redeem the said Premises in consequence of which the Deeds of the said Mortgage Premises were Surrendered to me and which House of the Sum of one hundred Pagodas Current money of Madras which Said Sum I promise to pay with the Interest at the Rate of nine per cent p annum on the Fourth day of August next ensuing the Date hereof Witness my Hand the said Premises are to be sold drawn by Pagapuny

Signed

Mordecy

Witnesses

Nellatomby

Tambaw Chitty

A True Translation as near as can be from the Original

Mallabars by Conacapah Interpreter

William Cranwell

Atty for the Complainant

Mayors Court at Madras Friday

[Friday the 5th day of March Anno Domini 1765]

Present

George Taylor Esquire Mayor

Edmond Maddox —— Aldermen Ladies

& Reynold Adams ——— Aldermen

Between John Philip Fabricius English Missionary of Tanjore Complainant and Moses Mordecky of Madras Inhabitant Defendant

The defendant being in Court and acknowledging

the gentlemen of the Complainants demurrer & first Cause of Complaint
to water and Power and doth accordingly Order that Demurrer be allowed
Saltgrey unto the Complainant the full and just Sum of one hundred Pagodas
Pagodas100 ... together with such Interest as aforesaid shall be upon
due Bond until full payment accordingly to the Tenor of the obligation
and for also all Costs of this Suit

Read and filed
9th October 1761

To the Honorable the Mayors Court
at Madras Upon Oath

Humbly Complaineth Joseph unto the Honble Court your Orator
Moses Barbeck of Madras Merchant that Moodu Mudaliar of the same
place Inhabitant stands indebted to your orator in the full and just Sum of
Fifty Pagodas Current money of Madras making in Sterling money £20 0 0
Fifteen accounting every Pagoda eight Shillings the sum of twenty Pounds or
thereabouts arising upon one Obligation bearing date the twenty sixth day of
April and in the year of Our Lord one thousand seven Hundred and sixty four
as will more fully and at large appear by a translate of the said Obligation
hereunto annexed for the inspection of the Honble Court and your
Orator most humbly prays the same may be admitted as part of
this your Orator Bill of Complaint

Your Orator further sheweth unto the Honble Court that
he hath frequently and as often demanded of the said Moodu Mudaliar payment of
the aforesaid Sum of fifty Pagodas but the said Moodu Mudaliar contemptuously
and unjustly refuseth to pay your Orator the same or any part thereof to the
great damage of your Orator

In tender Consideration whereof and for as much as your Orator is remediless
in the premises at the Common Law and only relievable in this Honble Court where
Moodu Mudaliar obstinately and wilfully refuseth to pay your orator any
manner of Satisfaction touching the premises and to the end therefore praying
a General Relief unto the Honble Court shall appear agreeable to equity
and good Conscience To the end therefore that the said Moodu Mudaliar
may upon his Corporal Oath true and perfect Answer make to all and
singular the matters and things herein before alledged and set forth as
fully truly and distinctly to all intents and purposes as if the same were
here again repeated and interrogated and he severed to pay unto your
Orator the aforesaid Sum of fifty Pagodas, with all Interest due thereon also
all Costs of this Suit

May it please the Honble Court to Grant
Subpoena

Moodu Mooddelaver to be summoned and Regulated by the Sheriff of Fort Saint George Peroon of Madrespatnam and the District thereof Personally to be and appear at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this present Bill of Complaint and further to Stand to and abide such order and Decree thereon as to this Honble Court shall seem Meet

William Brannwell
Attorney for the Complainant

Madras the 26th April 1764

I Moodu Mooddelaver the Peon of Parapah Mooddelaver do hereby acknowledge to have Received and Received from Robert Forbes the Sum and past Sum of Fifty Pagodas Current money of Madras which Sum I promise to pay at the Rate of Twelve Shillings and Six pence per Pagoda on or before the Fourth day of June in the present year of our Lord one Thousand seven hundred and sixty four, and in case of default of Payment I do hereby agree to allow upon the said Principal Sum and Interest the said Sum of Fifty Pagodas, until Payment is made Witness my Hand

Witness
Parapah and
Ramaiah

(Signed)
Moodu

A True Translation as near as can be from the original
Mallabars by Ramacopah Brown Interpreter

William Brannwell
Attorney for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 5th day of March
Anno Domini 1765

(L.S.)

Present
George Baker Esquire Mayor
Edward Rudden — Anthony Sadleir
Reginald Adams — Aldermen

Between Adrian Seabrook of Madras Merchant
Complainant and Moodu Mooddelaver of the same
Place Inhabitant Defendant

Whereupon by the Prayer of the Bill exhibited against the Defendant he

118

[illegible] Rule to Answer Exhibited and Bill filed
thereto Pursuant to Rule of this Court and Service
and oath accordingly made and Proved that the Defendant was Personally
Served the [illegible] day of [illegible] with such Subpoena
as now is or hereafter shall be ordered thereupon and the Same
not Answered obeyed or Complied with It is
Ordered that the Plaintiff do Recover against the Defendant
the Sum of [illegible] Pagodas [illegible] Shillings
and [illegible] Pence the Same Appearing to be due
for Principal and Interest on the Bond in the Bill
mentioned and also his Costs of Suit

By Court

Read and filed
25th August 1762

To the Worlle the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Worlle Court your
Orator George Mackay by his Attorney Lewis Ruffell and Willoughby Mackay that
Lucas Lima Ramah Chitty of Chuplaur Merchant stands indebted to your
Orator in the Sum of one hundred seventy seven Pagodas twenty one Fanams and
twenty Cash current Money of Madras Exchange (at sterling) Money of Great
Britain at the Rate of eight Shillings for every Pagoda the Sum of twenty one
Pounds and eight pence all which will more fully appear upon Reference to
an Account hereunto annexed and wherein your Orator hath frequently
and in an Amicable manner demanded Payment Yet
so it is now may it please your Worlle Court the
said Lucas Ramah Chitty (although) and unjustly Pretends your Orator owes
a Balance of a Subscription Bond but pretends your Orator therefore prays a
general Relief such as to this Worlle Court shall appear agreeable to Equity
and good Conscience and that first that the said Lucas Ramah Chitty
may upon his Corporal Oath true and perfect Answer make to all and Singu-
lar the matters and things herein before alledged and as fully fully fully
and Distinctly to all intents and purposes as if the same was here again
Repeated and Interrogated and he Decreed to pay unto your Orator the Sum
of one Hundred seventy seven Pagodas twenty one Fanams and twenty
Cash together with all such Interest as may become due thereon and also the Costs
of this Suit

May it please this Worlle Court to Grant Process
Issue Ramah Chitty to be Summoned and Regularly the Sheriff of the
said Presidency of Madraspatnam and Factories thereof Power to Do

and appear at a Court to be held at the Time and Place to be by this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree as to this Honble Court shall seem Meet

Archd Le Blanc
Attorney for the Complainant

Seven Thousand Pistoles ..... D°
Viz. of
Pagodas 56.22.20
Sobarees ... 10 " 1 " 16 Do @ Pag 12 ff Candy ... 120.11.-
Fort St George
31st March 1763 ——

Pagodas 177.24.20

Fort Excepted
for W Alderley
Att for Jorge Starkey

The Answer of Simon Barnah Chitty Madras Merchant defendant to the Bill of Complaint of Jorge Starkey by his Att Paul Russell and William Alderley

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of exception to the many Errors uncertainties and insufficiencies in the said Bill contained for Answer thereunto or unto so much thereof as this defendant is advised that it is material for him to make Answer unto he this defendant Answereth and saith He is not indebted unto the Complainant in the Sum of One Hundred and seventy seven Pagodas twenty four Fanams and twenty Cash Current money of Madras but acknowledges he is indebted unto the Complainant in the sum of fifty six Pagodas twenty two Fanams and twenty Cash and also that he has now in his hands ten Candy one Maund and sixteen Pounds and one Quarter of a Pound of Tobacco the property of the Complainant which he is very Ready to return to the Complainants Attorneys whenever demanded But to answer the Honble Court the Scope of the Complainants said demand this defendant humbly begs leave to acquaint this Honble

1790

The Humble Court that the Complainant had an agreement with the Defendant which said from the Honble Company that on or about the fourteenth day of September which was in the year of our Lord one thousand seven hundred and ninety there was delivered unto the defendants hands fifty Candys thirteen maunds and eight lb of a Pound of Tobacco and for which quantity the Defendant sold for the Complainant forty Candys eleven maunds and sixteen Pounds and an eighth of a Pound at the Rate of twenty seven Pagodas and four eighths of a Pagoda Candy of the said Tobacco in consideration whereof the said sum of what was sold ten Candys one maund and fifteen Pounds and one quarter of a Pound of the said Tobacco so that the Complainant had the one half part of the Concern in the Tobacco trade settled until the eleventh day of March which was in the year of our Lord one thousand seven hundred and ninety two being the day that the Lease of the farm expired and that the said farm was delivered to the Planters and the Defendant further delyeth and saith that the said ten Candys one maund and fifteen Pounds and one quarter of a Pound of the said Tobacco was to be delivered unto the Complainant on the thirty first day of march which was in the year of our Lord one thousand seven hundred and ninety two and that he the Defendant did accordingly the same day deliver the Concerns belonging to the Complainant to be taken away the said ten Candys one maund and fifteen Pounds and one quarter of a Pound of the said Tobacco whereupon Ready to weigh and deliver the same and he the said Complainant made some objections to and refused to take the Charge of the same and thereupon after words one of the Tobacco Servants came to the Defendant and demanded the pretended Ballance of the Complainants account being as they say the sum of one hundred and seventy seven Pagodas twenty one fanams and twenty Cash upon which demand this Defendant required the same then that he was indebted to the Complainant the sum of fifty six Pagodas twenty two fanams and twenty Cash as the Ballance of the Complainants account and also that thereupon ten Candys one maund and fifteen Pounds and one quarter of a pound of Tobacco in his hands belonging to the Complainant and that he is Ready to pay the Complainant the said sum of fifty six Pagodas twenty two fanams and twenty Cash and also to deliver unto him the aforesaid Tobacco and this Defendant prayeth leave to acquaint this Honble Court that he is Ready to pay the Complainant for the aforesaid sum of fifty six Pagodas twenty two fanams and twenty Cash and deliver unto him the aforesaid ten Candys one maund and fifteen pounds and one quarter of a pound of the said Tobacco and

The defendant further sayeth that the Complainant hath no right to charge the defendant for the aforesaid parcel of tobacco as the defendant had purchased the same from them as the said tobacco belonged unto the Complainant being what remained of the crop of the said tobacco farm and sold by one Thomas Brady and that defendant cannot procure to purchase a commodity that is prohibited by the Governor and Council and to be sold in this place by no other person than the Porter and this defendant further saith that the Complainant and the defendant having settled their Accounts on the sixth day of march in the year of our Lord one thousand seven hundred and ninety two there was nothing due to the Complainant from the defendant for the said tobacco and the defendant hath not tobacco to the amount charged in the Complainants Bill of Complaint

William Cranwell
Attorney for the defendant

16 March 1792

The Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit of Exception to the many manifold insufficiencies and imperfections in the said Answer contained for Replication thereunto saith that the said Answer is very untrue and uncertain in matters of fact to be replied unto and this Replicant further saith that he can in no wise accept of the defendants delivery of two Hogsheads Tobacco and further that the said two Hogsheads of Tobacco so set forth in the said Answer for the Replicant amount to

that

being able to procure any satisfactory security is obliged to apply for Redress in this Honble Court

The Honble Court will therefore be led to judge of the merits of this Complaint by proof of which he doubts not to produce sufficient Testimony that since the defendant sold the tobacco for ready money as aforesaid, for which share this Complt has received and Regularly advertised six months for money for bond paid into the full Value of tobacco being more than what the defendant received tobacco for as he paid and from ought to have Credited for what he purchased and this Complt is ready for what he

Whereupon Complt prays the Honble Court to grant unto him Writ of Subpoena to appear to answer unto and before this Honble Court at such time as shall be directed unto him thereby commanding the Defendant personally to be and appear before the

Parcells of Tobacco at diverse times from the said Indian Pagapah for money and
that from the said parcell of Tobacco in manner hereafter said to be goten and that
from the said parcell of Tobacco in manner hereafter said to be goten and that no
other Tobacco was tendered unto the said Pagapah in Basket contrary that the
Tobacco was Sufficient and not damaged Tobacco which the defendant ought
from reasonable time and should not but to the satisfaction of the Complt and
the defendant admits that the Complt which the defendant agreed to the Pay-
-ment aforesaid was for the delivery of good merchantable Tobacco and the defend-
-ant further saith that the Tobacco that the defendant tendered unto the said
Pagapah the Pagapah there after tendered that he said Pagapah refused
the defendant whether he the defendant was willing to deliver unto the
Pagapah the aforesaid good merchantable Tobacco which the defendant
refused to accept of the absolutely of that in self contrary for as much as
said that after the defendant had tendered unto the said Pagapah the Tobac
for Candys aforesaid and further prays to put one question of
of good Merchantable Tobacco Dat the said Pagapah should put such a
question unto the defendant if he or his Lawful appearance
and the defendant does acknowledge that the said Pagapah desired him
to pay the amount thereof in money to which Request of the said Pagapah
the defendant answered the said Pagapah in the negative the defend-
-ant does positively deny that he ever told the said Pagapah that he
would make his people from whom he had purchased the said Tobacco
pay answerable for the deficiency of the said Tobacco, nor is it material
that the defendant should make use of so extraordinary an argument
and the as idle as the said Pagapah to say that the defendant was
forward to pay the Plaintiffs Attorneys in case they would
have patience with him, and after which the defendant from
payment from time to time at which aforesaid of the Complaints
Notice to the said Tobacco will be Testified by the Complaints Account
Current annexed unto his Bill of Complaint as the Complaint has in his
Account Current with the defendant charged the defendant with the
Amount of the said Tobacco the same day when the Balance of the
said Account arose, the defendant does denny utterly that he ever ordered
Colebrook to pay the Amount of the said Tobacco and that the
Said Colebrook is no Servant of the defendant but a good table Merchant

The defendant does absolutely denny to have purchased four
hundred pounds of Tobacco for eight Silver Pagodas of Candy but
the defendant does admit that he the defendant purchased three

Hundred

Hundred and fifty pounds of Tobacco being four hundred pounds of Tobacco
defendant Ingo bound to augment that Hundred pounds that he was to pay the
Lady fifty hundred pounds and the Pagoda was to be received about
forty two pounds for a Pagoda and the defendant humbly hopes that he has
Cleat and Cleared to the Lady that the Defendant has truly performed
things on his defendants Answer

All which and Answer this Defendant
ready to aver maintain and prove as this Honble Court shall direct and
humbly prays as much by his said Answer he may be dismissed hence
with his reasonable Costs and Charges in this behalf sustained

William Cornwallis
Attorney for defendant

Interrogatories to be administered to such witnesses as shall be produced and
examined on the part of the Complainant at a Court of Chancery to be
held at Madras by the Honble Edward Saunders Esqr
Governor & Council & Agent for the Affairs of the United Company of
Merchants of England trading to the East Indies

Interrogatories ... 1st ... Do you know the parties Complainant and
to the defendant in this Cause or either and which of them? How long
have you so known them and either and which of them Pardon.

2d ... Do you know or do you not know or are
you acquainted with any demand being made on the defendant by the Complainant
on his behalf of the Complainant, if you do what was the purport of
the said demand, when was it made, at how many times and at where by
whom and in what presence and which was the defendant and were there in
presence and which was the whole of what passed in Conversation
concerning the said demand at that time?

3d ... Do you know or do you not know of any
Tobacco rendered to the Complainant or any other for them by the Defen-
dant on the Pagoda? If yea when or how long ago and what was the
Quantity so rendered and to whom was it rendered of what sort or
Quality was such Tobacco and how came you acquainted with
the quality thereof, Were or were not such Tobacco accepted or what
passed concerning the same, the whole particularly Declare

4th ... Do you know or can you say any other
matter or thing material for the Complainant in this Cause? If you
set forth the same as you know or do believe together with the
reasons

Reasons of such your Knowledge and belief

Schedule Dalmer
Attorney for the Complainant

Kingston Court at }
Madras presidency }

George Maclean Esqr in Barrister at Law and Peter and William Pedersen Complainant and Sarah Barnah Defendant

Deposition of Hadrian Dubash Native Christian duly sworn and before the (Witness) and the Court as follows

Hadrian of Madras Dubash aged 33 years or thereabouts being produced as a Witness on the part of the Complainant was on the 4 day of June 1760 Sworn at the Office of Mr Cotterell Barrett Attorney for the Defendant by Commission and Cost and the Interrogatories and Schedule of Debts and Allowances being drawn and annexed deposeth as follows

1st ..... To the first Interrogatory this deponent saith he has known the Complainant 7 years, Claud Russell for 5 years William Pedersen 4 years and the defendant 8 years and upwards

2d ..... To the second Interrogatory this deponent saith he went over to Cuddalore in March 1760 together with Cagapah to the defendants House for to desire him to settle the Accounts for the Paddy and Tobacco farms and also to produce the Balance Account and Nothing between him the said defendant and the Complainant and that Cagapah brought his Accounts and settled with him but the deponent said he was no other Person than their Servant

Last ..... To the last Interrogatory this deponent saith that in the month of April Cagapah came and told him that he had made up the above Accounts with the defendant and that there was in Balance due from him to the Complainant of fifty one Pagodas and odd fanams in the Paddy and to two Candy of Tobacco on the separate Tobacco Account for which said quantity of Tobacco the defendant refused paying the Amount in money Cagapah then asked of the deponent whether he should leave the Tobacco with Byply Iyen so that it answer to the Contract made with the Complainant, Cagapah came again immediately after and said that the Tobacco

Voted

which the defendant professed to not owe or ought to have
contracted for as that he found talking it and that upon the refusal the
defendant had prepared to pay him Money for the abovementioned Sum
or agreable to the Contract Price, if he would wait two Months the defendant
said it was very well, Ergo pth Plaintiff went into the County and there
home (this deponent) when the Money should be ready and
the money, he (this said deponent) a little before Sun set, went
my by event and demanded payment of the same from the defendant
who said he could not do any thing before Easter pth came back upon
which they both went two or three times before and he long expos.
to the defendants to Acquire payment which last Called him out
Road Thatch and told him to go to his Brothers and tell him to pay
the said money which has never been done as yet to this deponents
Knowledge and this was' answer the first

Richard Latham

Examined

Mayors Court at
Hackney

Between George Mackay by his Attorney
Clerk Robert and William Latham Complain
ant and James Brown Defendant.

Depositions of Witnesses taken on the Commission aforesaid
the Examiner in the Cause as follows

Deponent pth of Hackney Carpenter aged 30 Years or thereabouts being
produced and sworth on the Holy Evangelists on the part of the Complainant duly
the 1st day of June 1770 Deponeth at the Office of Mr William Farwell
Attorney for the Defendant by Interpath who left a Note of the Name
Title and place of Abode of the said Ingepath and afterwards on the
same day being sworn and Examined deposeth as follows

1 To the first Interrogatory this deponent saith he has known the Com-
plainant 10 Years and Robert 2 Years and the Defendant 20
years or thereabouts but that he is not acquainted with William

Latham

2 To the second Interrogatory this deponent saith he served two Years

1769

[illegible] on the month of March 1762 to the defendants house for to demand payment for some tobacco sold and delivered to the defendants servant and the defendant then and there was indebted to the complainant in the sum of [illegible] for tobacco sold and delivered by the complainant to the defendant and that the defendant then promised to pay the said money but the defendant hath hitherto wholly neglected so to do

2d

That the defendant hath not since the said month of March 1762 paid the said sum of [illegible] or any part thereof to the complainant although often requested so to do

3d

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

4th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

5th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

6th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

7th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

8th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

9th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

10th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

11th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

12th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

13th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

14th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

15th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

16th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

17th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

18th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

19th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

20th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

21st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

22nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

23rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

24th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

25th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

26th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

27th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

28th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

29th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

30th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

31st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

32nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

33rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

34th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

35th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

36th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

37th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

38th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

39th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

40th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

41st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

42nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

43rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

44th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

45th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

46th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

47th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

48th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

49th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

50th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

51st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

52nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

53rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

54th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

55th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

56th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

57th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

58th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

59th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

60th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

61st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

62nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

63rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

64th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

65th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

66th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

67th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

68th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

69th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

70th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

71st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

72nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

73rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

74th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

75th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

76th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

77th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

78th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

79th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

80th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

81st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

82nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

83rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

84th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

85th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

86th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

87th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

88th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

89th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

90th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

91st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

92nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

93rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

94th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

95th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

96th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

97th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

98th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

99th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

100th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

101st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

102nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

103rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

104th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

105th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

106th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

107th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

108th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

109th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

110th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

111th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

112th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

113th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

114th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

115th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

116th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

117th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

118th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

119th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

120th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

121st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

122nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

123rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

124th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

125th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

126th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

127th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

128th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

129th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

130th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

131st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

132nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

133rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

134th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

135th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

136th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

137th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

138th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

139th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

140th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

141st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

142nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

143rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

144th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

145th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

146th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

147th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

148th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

149th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

150th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

151st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

152nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

153rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

154th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

155th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

156th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

157th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

158th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

159th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

160th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

161st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

162nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

163rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

164th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

165th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

166th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

167th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

168th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

169th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

170th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

171st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

172nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

173rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

174th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

175th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

176th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

177th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

178th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

179th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

180th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

181st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

182nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

183rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

184th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

185th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

186th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

187th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

188th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

189th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

190th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

191st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

192nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

193rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

194th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

195th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

196th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

197th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

198th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

199th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

200th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

201st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

202nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

203rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

204th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

205th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

206th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

207th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

208th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

209th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

210th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

211th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

212th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

213th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

214th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

215th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

216th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

217th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

218th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

219th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

220th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

221st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

222nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

223rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

224th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

225th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

226th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

227th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

228th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

229th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

230th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

231st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

232nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

233rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

234th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

235th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

236th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

237th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

238th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

239th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

240th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

241st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

242nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

243rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

244th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

245th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

246th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

247th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

248th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

249th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

250th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

251st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

252nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

253rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

254th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

255th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

256th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

257th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

258th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

259th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

260th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

261st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

262nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

263rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

264th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

265th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

266th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

267th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

268th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

269th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

270th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

271st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

272nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

273rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

274th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

275th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

276th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

277th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

278th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

279th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

280th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

281st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

282nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

283rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

284th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

285th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

286th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

287th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

288th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

289th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

290th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

291st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

292nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

293rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

294th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

295th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

296th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

297th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

298th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

299th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

300th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

301st

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

302nd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

303rd

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

304th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

305th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

306th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

307th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

308th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

309th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

310th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

311th

That the defendant hath not since the said month of March 1762 delivered to the complainant any tobacco in discharge of the said debt although often requested so to do

312th

Dr. — Tobacco — Account of Mr. George Hardesty Upton Esq. — Cr.

Hope Chant Ringgold Baltimore Maryland

1762 March 16	To Tobacco sold as bill Sundry...	5	Hhds	1102	lbs		
	To Ballance on Dr. Bo.	10	Hhds	1162			
	Carried to	15	Hhds	2264	lbs	Carried to	15 Hhds 2264 lbs

Errors Excepted

Thos. Harris Sprot

Book Keeper

Dr. — Mr. George Hardesty by Tobacco — Hope Chant Ringgold and Baltimore — Cr.

Money on Account Current with Simon Lovell & Brooke

1762 March 21	To Sundry Expenses Charged to Ballance					1763 March 21	By Net Proceeds of 15 Hhds Tobacco Sold as Bill Sundry		
							Sundry Expenses Charged to Ballance		
	Carried to						Carried to		

Errors Excepted

Thos. Harris Sprot

Book Keeper

Dr. — Mr. George Hardesty by Tobacco — Hope Chant Ringgold and Baltimore — Cr.

Money on Account Current with Simon Lovell & Brooke

1762 March 21	To Sundry Expenses Charged to Ballance					1763 March 21	By Net Proceeds of 15 Hhds Tobacco Sold as Bill Sundry		
							Sundry Expenses Charged to Ballance		
	Carried to						Carried to		

Errors Excepted

Thos. Harris Sprot

Book Keeper

Interrogatories to be administered to such Witness as shall be produced to prove the Debt in the part and behalf of the Defendant in an Action of Covenant brought by the Attorney General against William Wilson late of Limehouse in the County of Warwick Esquire Defendant.

1st Interrogatory. Do you know the parties to this Suit and Defendant or either of them and which of them do you know

2d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

3d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

4th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

5th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

6th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

7th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

8th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

9th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

10th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

11th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

12th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

13th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

14th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

15th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

16th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

17th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

18th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

19th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

20th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

21st Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

22d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

23d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

24th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

25th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

26th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

27th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

28th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

29th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

30th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

31st Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

32d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

33d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

34th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

35th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

36th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

37th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

38th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

39th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

40th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

41st Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

42d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

43d Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

44th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

45th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

46th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

47th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

48th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

49th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

50th Interrogatory. Do you know or believe that the Defendant hath ever delivered any Tobacco to the use of the Crown and if so how much and when and where and to whom and what quantity of Tobacco was it and what was the value thereof and what Allowance was made for the Tare and Cask thereof and how do you know or believe the same

[illegible] adjourning and settling the said Accounts, viva voce examination
and a Reference thereof to be Compleated from the Defendant and Plaintiff
Upon what were the said Balance and how and for a Reference thereof
the said Balance to be part with the Complainant, and how appears
to them thereof to the best of your Knowledge and belief particularly
declare &c.

6th And Whether by the ... Are you or any and which from what hath been
and Answer ... or may be known from that the Defendant offered to a Certain Person at
For what Person were to be offered or to and whose Circumstances
and what quantity did the Defendant offer them, and when and when
did he so offer it, and what did the said Person say when he was
offered unto him? did the said Person accept of the said Share or
did he not? If any of the said Parcel of Tobacco did at the Store
Gateway or more at last? If you what did it sell for? Gender and
what day or days and Month or Months was or will the same
sold at Public Sale or Vendue, were Notice thereof published
and affixed unto the said Town Warehouse Doors, or were what
Care was or were you not regarded with what price the Defendant
sold or did offer the said Share at, but he offered unto a Certain Person? If
yea what day, what month, and in what year did he mean the same
Share and what did it sell for per County? and what quantity
did he purchase and from what person or Persons did he purchase
from and from where? Whether you know how many Hogsheads
from the Inspection unto the said Warehouse? If you know

9th Ditto... 7th ... Do you know or have heard that any Person
any Person or Persons purchased any Tobacco from the Defendant they
why and the said Parcel of Tobacco which the Defendant sold unto the
said Certain Person, if you what Person Persons were they? And
did they the said Person from the Defendant, from the said Parcel
and what day or days, what Month or Months and was it sold at
did he or they ? If yea from the Defendant from the said Parcel of
Share and what did he or they buy for? and what
quantity did he or they buy from the Defendant? If you know
Do you that the Defendant agreed to deliver the
Complainant and Defendant must be Parties to a Suit, and
If you know where it is? Do you know how many Hogsheads
from the Inspection unto the said Warehouse? If you

1733

Hargrave Crowder
Hadrian Prothonotary

L[illegible]

[illegible]

[illegible]

Plaintiff's Counsel

Defendant's Counsel

Between George Ragpath Applicant
And Ruffell and William Blowey Respondents
and Lucia Pamah Cuby Defendant

Depositions of Witnesses taken in the Cause by and before the Commissioner named in the Order as follows

At [illegible] before Isbert Siderogatory this deponent saith he is not acquainted with the Complainant but that the Gentleman the Defendant Appears there about

2 [illegible] Interrogatory this deponent saith he is acquainted with the Defendants and knows their Tobacco Factory Ragpath to take away from the Godown the Candy and all Manner of Tobacco in which he first knows Ragpath brought off the said Tobacco and that upon their coming to the Godown and Ragpath Looking at the Tobacco he said he would speak to one Pamah Cuby about it and more depositor not in answer to the Siderogatory

3 [illegible] Siderogatory this Deponent saith that the Tobacco which the defendant offered was Candy and odd pounds and was offered to Ragpath the Complainants Servant from their Factory at Pamah Cuby's House and that the said Candy of Tobacco so offered was taken from a parcel of Tobacco which the defendant had from the produce of the Tobacco on and further added that Ragpath did not accept of the Tobacco offered taken likewise that the whole of the said Parcel of Tobacco at the Tobacco Godown was Sold except Candy and odd pounds, some Candies each 562 for 27 Bagadoes and odd pounds of Candy and that the part of said Tobacco was made to be sold but that the price the defendant bought it on the Tobacco, or who he bought it from he cannot say the quantity being between 35 and 40 Candy and was purchased by the defendant in January 1762

4 [illegible] the seventh Interrogatory this deponent saith that out of the Candy and odd pounds of Tobacco which the Defendant offered to Ragpath

by

£36

Richard Latham
Plaintiff

Mayor Court at
Madraspatnam

Between George Mackay Esq. Attorney
Edward Parker & William Atkinson Complainants
and Lucia Pannah Chetty Defendant

DEPOSITION of Witnesses to be read in the Cause depending before the
Commissioners in the Court as follows &c

Soobaroy of Madras (Interpreter) aged 27 years a Witness being produced
and Sworn in the Cause on the part of the Defendant was by the Interpreter
of the Court duly Sworn a Witness for the Defendant before Commissioners
by Command who left a note of the same Sworn and the Witness's Evidence
deposed and afterwards on the same day being sworn and Examined
deposeth as followeth ...

I ... Solomon Interpreter do depose that I well know the Complainant
Mr Mackay and the Defendant Lucia Pannah

I ... Solomon Interpreter do depose that deponent was for a considerable time
Peons Sircar to Lucia Pannah Chetty Defendant about Two Months ago to the Defendants
door where he then said deponent then was to make a demand on Mr
Parker one of the said deponent for a sum of Money that was deposited
to the Complainants credit and demand the deponent accordingly
represented the Defendant ordered to tell the deponent that a sum called
money as due according to the accounts Gentoo Pont & the Complainant
to take away the remainder of the Pieces and same the deponent took
Pot Rs 8 as in the first Interrogatory ...

Richard Latham
Plaintiff

Mayors Court
Madras Patnam

Tuesday the 5th Day of March
Anno Domini 1745

Present

George Baber Esquire Mayor
Edward Bardett — Esquire Sadler &
Benjamin Adams — Aldermen

Upon reading the Petition of George Hanbury by his Attorney Edward Bufkill and Petition Attorney Complainant and Simon Pauw Gentleman Defendant

Whereupon coming to be heard and debated this day in the presence of the Attorneys on both sides on Reading the Complainants Bill and Defendants Answer, The Defendants Answer, The Replication The Rejoinder, The Interrogatories and Depositions on the part of the Complainant and the Exhibits on part of the Defendant, The Interrogatories and Depositions on the part of the Defendant on hearing the Depositions made use of by the Attorneys and on due Consideration had thereon Mayors Court do Order that the Complainant doth produce sufficient proof of the Debt of his demand This Court doth therefore Think fit to order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant Rs. Two three hundred and seventy seven Pagodas Twenty Fanams and twenty Cash / Pagodas 377.20.1 / being the amount of the Loan Sued for together with such Interest as shall become due thereon until full Payment is made & his all Costs of this Suit

1820

Read and filed
26th February 1825

To the Worshipful the Master
Court of Requests

Humbly Complaining sheweth unto this Worshipful Court your Orator
Thomas Hill Paynter of Madras Inhabitant that whereas your Orator
hath of the same place standeth indebted to your orator the full and just
sum of thirty two Pagodas twenty two fanams and two twelfth parts
of a fanam money the sum of thirteen Pounds and eight pence sterling as
will more fully appear by your Servant Account and Demand now in the
custody of this Worshipful Court ready to be produced when your orator
shall be thereunto required Nevertheless the said Defendant
hath not yet paid the same but refuseth so to do to the great damage
of your orator as he saith and for that the said Defendant
is not worth any Estate or Effects within this Honble Court
whereout your orator can have any satisfaction for the said debt
without the aid of this Honble Court Therefore your orator
humbly prays that the said Defendant may be compelled to
appear to answer the premises and abide such order and decree therein
as to this Honble Court shall seem meet and your orator shall
ever pray &c

Thomas Hill

Mr Moore for the Complainant

Dr

Sambarta Condapah in Account Current with Pullanavar Moodeen Chitty the Assignee

Cr

1762 Dec 15	To the Assignee Allegation of the Estate		22	2	18	1765 Feb 9	By Ballance due		32 22 6
	To Brokerage of the Above		5	7	6				
	To Postage Bills			20	20				
	To Do			2	20				
	To Interest upon the Above at the Rate of 8 p Cent p Annum from December 15th 1762 to the 10th February 1765		1	3	12				
	Pagodas		32	22	6		Pagodas		32 22 6

Madras 10th February 1765

Errors Excepted

P Condapah

Know all Men by these Presents that I Pullanavar Moodeen Chitty of Madras Merchant have hereby bargained and sold for a valuable Consideration received of Johanes Peter Pasmier also Inhabitant of the same place all my Right and Title to a debt of Thirty two Pagodas twenty two fanams and six Cash together with the Interest that is or may become due thereon to the Ballance of an Account Current between me and Sambartan Condapah also of Madras and Thereby acknowledge myself fully Satisfied and Contented therewith.

And I the said Pullanavar Moodeen Chitty do hereby covenant and agree to and with the said Johanes Peter Pasmier that I have not Received or discharged the same or any part thereof In Witness whereof I have hereunto set my hand in Madras this seventh day of February in the Year of our Lord one thousand seven hundred and sixty five

Signed in Presence of

William Collins

Nainapah

Pullanavar Moodeen Chitty

Vide

Upon

Mayor's Court
Madras Spanmaun

Mr. Hampshire 12 days after Term

Mr. Brown

Plaintiff

George Baker Byrne Mayor
Peter Moreau — Thomas Powney
Edward Rowlandson — Jonathan Saunders &
Reynold Adams — Alderman

Mayor's Court

Between Thomas Hebbert Defendant
of Madras Inhabitant Complainant
and Lambarian Cundiah alias Thomas
same place Merchant Defendant

The Defendant having an Injunction and acknowledging
the justness of the Complainants demand of Pags 1250 doth Consent that
Judgment and Decree and doth accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and just sum of
Sicca Pagodas twenty three thousand and one Sicca Pagodas 23
22m 6 - 1 together with such Interest as moves or shall become due thereon until full payment and Costs of Suit

Pags 1250

Read and filed
8th January 1765

To the Worshipful the Mayors Court
at Madras Spanmaun

Humbly Complaining sheweth unto this Honorable Court your
Orator

1765

Mayor's Court
Madraspatnam

Plaintiffs 12 Days Notice
Defendant

Mayor's Court

Present

George Baker Esquire Mayor
Peter Manatte — Thomas Rawlins
Edward Maddox — Anthony Lindsey
Reynold Adams — Aldermen

Between Johannes Petrus Pfaffius
of Madras Inhabitant Complainant
and Jonathan Gundyah alias Thomas
same place Merchant Defendant

The Defendant being in Court and acknowledging
the justness of the Complainants Demand It is Ordered that he
pay to order and Peter and Date accordingly. Peter and Peter that the
Defendant do pay unto the Complainant the Sum and costs of Suit
thereby his Plaintiffs Bringing forward and Costs of Suit
22½ 6 / together with such Interest as now is or shall become due
become due Thereon until full payment is made also all Costs of this
Suit

Paid

Read and filed
8th January 1765

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining shewith unto Your Honours

1652

1868

Marquis Cornwallis
Madras Presidency

Plaintiff
George Barker Esquire Major
Thomas Lawrence — Edward Lawton
Gentleman Solicitor — Attorney

Defendant

The Defendant Company Limited and acknowledges to owe unto the Complainant George Barker the Sum of Six Hundred Pounds of lawful money of Great Britain with Interest for the same after the Rate of Five Pounds per Centum per Annum from the Date hereof and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the said Sum of Six hundred and Forty Pounds with Interest for the same after the Rate aforesaid from the Date hereof together with such Costs as the Complainant hath been put to in prosecuting this Suit

And

Whereas the Complainant hath by his Bill stated that the Defendant Company is a Body Corporate and Politick duly established by Charter under the Great Seal of England for the Purpose of carrying on Trade to the East Indies and that the Complainant hath been employed in the Service of the said Company as a Surgeon on the Establishment of Fort St George in the Presidency of Madras and that he hath been duly appointed to the Rank of Major in the Army of the said Presidency and that he hath been duly promoted to the Rank of Lieutenant Colonel in the said Army and that he hath frequently applied to the Defendant for the Payment of the Sum of Six hundred and Forty Pounds being the Balance of his Pay and Allowances as Major in the said Army which is now due and owing to him from the Defendant but the Defendant hath refused and still refuses to pay the same to the Complainant

Whereas the Defendant hath by its Answer admitted the Complainant's Demand to be just and hath submitted to pay the same to the Complainant but hath insisted that the Complainant is not entitled to Interest for the same and that the Defendant ought not to be charged with Interest for the same

Whereas the Complainant hath by his Bill stated that the Defendant Company is a Body Corporate and Politick duly established by Charter under the Great Seal of England for the Purpose of carrying on Trade to the East Indies and that the Complainant hath been employed in the Service of the said Company as a Surgeon on the Establishment of Fort St George in the Presidency of Madras and that he hath been duly appointed to the Rank of Major in the Army of the said Presidency and that he hath been duly promoted to the Rank of Lieutenant Colonel in the said Army and that he hath frequently applied to the Defendant for the Payment of the Sum of Six hundred and Forty Pounds being the Balance of his Pay and Allowances as Major in the said Army which is now due and owing to him from the Defendant but the Defendant hath refused and still refuses to pay the same to the Complainant

Whereas the Defendant hath by its Answer admitted the Complainant's Demand to be just and hath submitted to pay the same to the Complainant but hath insisted that the Complainant is not entitled to Interest for the same and that the Defendant ought not to be charged with Interest for the same

The

Thomas Marquis of Waterford and others Defendants

Upon reading the Petition of Complaint of the said Thomas Marquis of Waterford and upon hearing the Counsel learned in the Law for the said Thomas Marquis of Waterford and upon reading the Answer of the Defendant Lord George Beresford and upon hearing the Counsel learned in the Law for the said Lord George Beresford and upon reading the Answer of the Defendant Lord Decies and upon hearing the Counsel learned in the Law for the said Lord Decies and upon reading the Answer of the Defendant Lord Tyrone and upon hearing the Counsel learned in the Law for the said Lord Tyrone and upon reading the Answer of the Defendant Lord Waterford and upon hearing the Counsel learned in the Law for the said Lord Waterford and upon reading the Answer of the Defendant Lord Stuart de Decies and upon hearing the Counsel learned in the Law for the said Lord Stuart de Decies and upon reading the Answer of the Defendant Lord Beresford and upon hearing the Counsel learned in the Law for the said Lord Beresford and upon reading the Answer of the Defendant Lord Henry Stuart and upon hearing the Counsel learned in the Law for the said Lord Henry Stuart and upon reading the Answer of the Defendant Lord Charles Stuart and upon hearing the Counsel learned in the Law for the said Lord Charles Stuart and upon reading the Answer of the Defendant Lord Marcus Beresford and upon hearing the Counsel learned in the Law for the said Lord Marcus Beresford and upon reading the Answer of the Defendant Lord Robert Stuart and upon hearing the Counsel learned in the Law for the said Lord Robert Stuart and upon reading the Answer of the Defendant Lord Edward Stuart and upon hearing the Counsel learned in the Law for the said Lord Edward Stuart and upon reading the Answer of the Defendant Lord Charles Henry Stuart and upon hearing the Counsel learned in the Law for the said Lord Charles Henry Stuart and upon reading the Answer of the Defendant Lord Frederick Stuart and upon hearing the Counsel learned in the Law for the said Lord Frederick Stuart and upon reading the Answer of the Defendant Lord Richard Stuart and upon hearing the Counsel learned in the Law for the said Lord Richard Stuart

Bill

Great Ormond Street
19th September 1769

To the Worshipful the Mayor Recorder
Aldermen & Burgesses
of the Borough of
Marlborough

Humbly Complaining Sheweth unto Your Worships Your Worships Orator John Smith of Great Ormond Street in the Parish of Saint Andrew Holborn in the County of Middlesex Esquire That Thomas Hay and Anthony Sadler late of Marlborough aforesaid Gentlemen Attorneys at Law Your Orator Retained and employed them as his Attorneys in the Prosecution of a Certain Action of Trespass and Ejectment for the Recovery of Certain Messuages Lands Tenements and Hereditaments with the Appurtenances situate lying and being in Marlborough aforesaid in the County of Wilts Your Orator having Retained and Employed the said Thomas Hay and Anthony Sadler as his Attorneys in the said Action they the said Thomas Hay and Anthony Sadler undertook to Prosecute the same with Effect and Your Orator hath Paid them all their Bills for Fees Charges and Disbursements in the said Action and Your Orator hath Paid them Fifty Pounds on Account of their Bill

Dr. — Messrs. James Hay and Anthony Sadlier — Cr.

To Cawdy Seabyah and Veneatta Dost

1763					1763				
Feb.	10	To sundry Parcels of Cotton delivered at different Places on Account of the Contract of the Cotton Crop for the Year 1762 as per Bales of Cotton Stamp Gross 26 C. 1 Q. 18 lb. Tare deducted @ 28 lb. Pounds ... lb. 5 C. 1 Q. 10 lb.			Jan.	15.	By Cash Received on Account of the Contract of the Cotton ...	1001	0 0
		Net ...	25 C. 0 Q. 16 lb.		March	2.	By Ballance Due ...	1025	26 0
		which at 29 Rupees p. Candy ...	7410	32 0					
		at Gongagnahurry							
March	2.	To 187 Parcels of Cotton Stamp Gross 46 C. 1 Q. 18 lb. Tare deducting at 28 Pounds p. Ct. 2 C. 0 Q. 12 lb.							
		Neat Weight ...	44 C. 1 Q. 6 lb.						
		which at 29 Rupees p. Candy ...	1225	30 0					
		Rupees ...	2026	26 0			Rupees ...	2026	26 0

Fort Saint George March 2. 1763

Errors Excepted

A Hackwell

Dr. — Messrs. James Hay and Anthony Sadlier — Cr.

To Cawdy Sabath and Veneatta Dost

1763					1763				
March	2.	To Ballance of the Last Account ...	1025	26 0	July	30.	By Ballance due ...	1059	8 20
		34 days at the Rate of 1 Pct. Cutt Comm. ...	33	18 20					
		Rupees ...	1059	8 20			Rupees ...	1059	8 20

Fort St. George July the 30 1763

Errors Excepted

A ... 20 Dr.

1119

Lancaster
12th October 1809

The joint and Separate Answer of Thomas Hayes and Anthony Sadler two of the Defendants to the Bill of Complaint of Timothy Goodrich and Thomas Forgett two of the Complainants

These Defendants now and at all times hereafter saving to themselves all and all manner of Benefit of Exception to the many Errors Imperfections and uncertainties and other Exceptions to the said Bill of Complaint for Answer thereunto or unto so much thereof as these Defendants are advised is material for them or either of them to make Answer unto answereth and say that these Defendants say that they cannot admit that they or any of them to the Complainants said Defendants by virtue of the Contract mentioned in the Complainants Bill of Complaint were bound to the Complainants Vessel called the Brig Lancaster or any part or parcel of Cotton whatever to be shipped by the Complainants on the terms set forth in their Bill of Complaint but these Defendants hope Leave of this Honble Court to refer to the Bill of Complaint when and where they shall be advised to shew that the Complainants have not performed the Contract on their part and also to shew that the Complainants have not taken any steps which could advance to them the sum of one thousand Dollars mentioned in the said Agreement to be paid by these Defendants or their order before the expiration of the time by the Complainants and these Defendants agreed on whereupon the Complainants contracted with these Defendants as Barge Master to take on board the said Brig Lancaster on board as full and compleat Cargo of Cotton as she could stow and carry over the Bar of Charleston and deliver the same to these Defendants or their Assigns at Liverpool in Great Britain the dangers of the Seas only excepted and for the freight of Cotton these Defendants agreed to pay the Complainants the sum of Eight Pence Sterling per pound weight of Cotton to be delivered as aforesaid and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of December then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of January then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of February then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of March then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of April then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of May then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of June then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of July then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of August then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of September then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of October then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more in case the said Brig Lancaster should not be ready to receive her Cargo of Cotton at Charleston by the first day of November then next ensuing and these Defendants further agreed to pay the Complainants the sum of one thousand Dollars more

month of January in the same year And the Complainants
did acknowledge the Receipt of three thousand Pounds advanced them by the
defendants and engaged to deliver the aforementioned Cotton on or before the
fourteenth day of January then next ensuing and in further order of they
the said Complainants did agree to give to the defendants by the Names of
Poultney Sadler and Jones Ray the sum of Fourhundred Pounds as
a penalty for their not performing the Contract so by them made and
then entered into and Bound by Bill as by reference to the said
Penalty Bill when Come to be produced in Court will more fully and at
Large appear And the defendants say that they or one of them came
to the Complainants House and desired to have the said
Cotton and with Assurances to put the same on board the Corporal for that
purpose and upon the Receipt of their said Letter and application was made
for delivery of the said Cotton to the Complainants whom the Complainants perceiving
they had given orders not to deliver the same Cotton without and they the said Cotton
then was by their said Servant who Received for answer that as the Complain-
=ants had not fulfilled their promises by not having Penn Warrs they could
nor would not deliver the Cotton to any person without their Order
=and say they made application to the Complainants for the performance
of their Contract and gave them at the same time notice of the above
intelligence that they had Received from their said Servant but which they the
Complainants made light of being averse the Report of which the
defendants caused to be endeavoured to prove and their defendants for the very
first they were ever not endeavoured to be prevented from the
Agreement as by them was made Expected for the Completion of their
performance and which if had done before the said time so limited
for delivery of the said Cotton the defendants as they say would be deprived of the
said whole Cotton but the Complainants prayed leave to refer to the
Expected application made by these defendants and these defendants to
the truth thereof to which said Letter and other month of February or the
beginning of the Month of March or the same year in which the Contract
was to be fulfilled upon the Cotton to their consent if ready (ready and tendered
to the defendants Servant as aforesaid to these defendants to have these
defendants say that as aforesaid by the Day of the Contract and Date
Should demand the said Cotton and do it Receive on the fourteenth
day of the same Month of January in which time Contract

and Lawfully Entered into and Imployed Himself for Three Years
Whereby and by the Compts was Justly Impowered and Appointed to
Sell of the Cotton Goods Aforesaid and Given to Three Defendants, and that
Defendants further Say that the Cotton Goods Delivered to Them Remained in and
under their Charge and in their Custody but Those Defendants Say and Insist
that such Delivery ought to be Deemed as a Deposit with Defendants Ready
and Willing on Their Satisfaction to Discharge the Compts Contract for which
Defendants if They Owned of such as a Lender to Oblige Them to Delivered
Their Bills to Them According by Default of the Compts and such Like
Law both Common and Civil Does and Ought Those Defendants to Pray
to be Hence Quitted Out of Court and Forever Acquitted
Defendants more Further by Protested by their Duty of the Compts and
That Defendants therefore most Humbly Pray this Honorable Court that
the said Compts may be Obliged to take Back the Said Cotton Goods
in their said Servants hands as aforesaid to Indemnify them from all
Suits and to Return them their Money advanced to the Compts and
together with their Interest thereon Due. All which matters and
things these Defendants are Ready to Aver Their Country mention Do Prove as
this Honorable Court shall direct and Pray to be thence Dismissed with
their Reasonable Costs and Charges in this Behalf most Truly Sustained

Anthony Lawther

Thomas Lee

Charles Brumley Attorney for Defts

Know all Men by these Presents that We Timothy Hyde Merchant Hyde and
Caulton Goubert both and do Hereby agree with Anthony Lawther to deliver
to him on board any Vessel he may send to Bermuda at Lawther Town
near to the Bermuda Islands Quality of Cotton which they do hereby
Warrant to be good and free from Damage and further to Warrant
it Merchantable at the Rate of twenty more Pagodas Custy Including
all Charges that may Arise in getting the Same on Board in Witness Whereof
We have hereunto Set our Hands and Seals at Fort Saint George this fourth day of January one thousand seven

Hundred and sixty three

Read, Signed, Sealed, and
Delivered in Presence of
Upfergusbahy
Wilson Lancashy

Caroline Sookeehy
Concealed Effs

Received of Messrs James Hay and Anthony Sadlier the sum of one thousand Pags
due and owing on account of a Contract made with the said Anthony Sadlier
for Cotton which said Cotton we now engage to deliver on or before the Third
day of January next ensuing in part of which we do also hereby engage to pay
to the said Anthony Sadlier and James Hay the sum of Five hundred
Pagodas on Sunday for the same, Fort St George 13th January 1763

Signed Sealed and Delivered
in the Presence of
Boonbeer Annachellum
Upfergusbahy

Caroline Sookeehy
Concealed Effs

Read and filed
11th October 1763

To the Honorable the Mayor & Court
at Madrasepatnam

Humbly Complaining shewith to this Honble Court your Orator
James Hay and Anthony Sadlier of Madras Merchants that whereas Caroline Sookeehy
and Concealed Effs of Madras aforesaid Merchants stood indebted unto your Orators
in the sum of four hundred Pagodas as appears by a Copy of the Bond duly Exhibited
unto your Orators Answer to the Bill of Complaint of the said Caroline Sookeehy
and Concealed Effs Defendants being Produced and more fully and at
large appears which said sum of four Hundred Pagodas after the Rate of
eight shillings for every Pagoda will amount to the sum of two Hundred Pounds
Sterling Money of Great Britain and Whereas your Orators have frequently
and often demanded the same from the Defendant of the said sum of
Pagodas from the said Caroline Sookeehy and Concealed Effs
But now so it is and may it please this Honble Court the
said Caroline Sookeehy and Concealed Effs obstinately and wilfully Refuse to give
your Orators any answer or Satisfaction to the Premises your Orators
pray a Subpoena may issue out of this Honble Court to Compel the
Defendants and each of them to appear
to answer and upon Production thereof that the said Caroline
Sookeehy

[illegible]

[illegible] Judgment and Execution may upon Your Expiration be issued
Against Inside to all and singular Your Goods and Chattels and
alleged and after the usually known and effectually to all intents and purposes
as if the same were here again Repeated and Distinguished and he Prayeth
Judgment against Your Orator Defendant Sum of Four Hundred Pounds with
Interest upon the same from the Day thereafter become due Known also to the Said
that May it please Your Honble Court to cause the said Complainant Joseph
Randall Esqr to be summoned and Required by the Master of Said Court
Grange Town of Madagascar and the Defendants thereof personally to be
and appear at a Certain time and place to be by Your Honble Court for
and required then and there to answer Your Orator Complainant
and further to stand to and abide such order and Decree therein as to Your
Honble Court shall seem Meet

Clerk Bounty Solicitor for Compt.

Read and filed
28th January 1865

The Defendant of Castle Chatham and
Charlotte of Madras Merchants the Complainant
make to Report and separate Answer of Thomas
Clay and Anthony Chatham the Defendants
to Said Merchants Defendants.

These Defendants now and at all times hereafter saving and
reserving to themselves all manner of Benefit and advantage to
Answer exception for Insufficiency of Bill and to many Errors and
matters and things therein mentioned Bill for Confession and Avoidance
for further Answer thereto say that all and every the
Allegations in the said Bill of Complaint as if the same
Law to be Answered and as much thereof as these Defendants are
hereby advised and believed and that the Answer of the Defendants are
(as) true
(true) further and all together more fully and Particularly
and to Applied unto

These Defendants say by way of Protection for the Protection
of the Defendants joint and separate Answer to the Bill of the Complainant
that they by leave of this Honble Court to Plead the same in bar
and ground to be supported by the Defendants in which Defendants will be
prove

forwarded their Answers Replied and rejoined thereto Respectively

And these Replicants say the Said Answers of the Said Defendants ought not to be allowed to stand as Answers to the Said Bill of Complaint of these Replicants because they say that the Said Defendants Answers do not contain sufficient matter in Law for the Said Defendants to pray the Benefit of the Court touching the Said Matters and things by the Said Answers Pretended to be Answered and these Replicants are ready to aver and prove as the Court shall direct and award and pray as in and by their Said Bill they have already prayed

And these Replicants say that the Said Defendants Answers are also insufficient in Law for the Said Defendants to plead the Statute of Limitations to the Said Bill of Complaint of these Replicants

[illegible]

Contract in order to explain the same and to show the Court that they are entitled to the same and that Plaintiffs now sue the defendants for which Action the Court that Plaintiffs affirm that for the several following Reasons they have Reply made Default and refused to deliver the said Cotton. That Plaintiffs say that there is no agreement proved between them Plaintiffs and the Defendants that in case they should not deliver the said quantity of Cotton as is before left by them Plaintiffs and the Defendants to entitle them Plaintiffs to discharge the said Contract after proof the Expiration of the said Month's delivery expired and the same Counted in the said Contract and penalty for that they should deliver the said Quantity of Cotton as is stated in the Declaration. That Plaintiffs say that the said Cotton was not delivered in the said Contract and that Plaintiffs were ready and willing to receive the same Cotton the Defendants would not have delivered the said Quantity of Cotton, the Defendants contain by reason that they Plaintiffs demand of them Plaintiffs for the said Penal Sum of five Hundred Pagodas and further, that Plaintiffs say the delay in the delivery of the said Cotton is entirely owing to the Defendants and his Man whom the Defendants sent and Employed and not the Neglect of them Plaintiffs All which matters and things them Plaintiffs are ready to aver maintain support and prove as this Honble Court shall think fit and humbly prays as in and by their said Bill they have already prayed

William Brohier

Att[orney] for Pltffs

Filed 21st January 1804

Fast Defendants

[illegible]

159

The Defendants to the Complainants bill of complaint in this cause
These Defendants say neither are they or any or either of them
Indebted to the Complainants

These Comps Defendants say for the further answer of the Comps
Complainants are justly indebted to them in the sum of upwards of One
thousand and fifty nine Pagodas five fanams and twenty cash and for which
sum these defendants and original Complainants prefered a Bill in this honble
Court against the Comps Complainants and further to answer this honble Court of their
just Claim and to the Comps Complainants bill these Comps defendants humbly pray the
Reference to their Replication to the Answer of the Comps Complainants to this
Comps defendants and Original Complainants

All which matters and things these Comps Defendants are
ready to aver maintain and prove as this honble Court shall direct and
Pray as in their answer all and all manner of benefit of Exception to the many
Errors Uncertainties and insufficiencies in the said Replication Contained for Answer thereto
These Defendants say that these Defendants answer as before is true and Defendants
the Law to be Replyed unto and these defendants further say that the several
matters and things set forth in the said Replication are immaterial Impertinent
Frivolous unfixed and imperfect which these defendants say is proved by their
said Answer they have already Said and do and will prove all and every
matter and thing therein Contained to be true as the same are therein Confessed
alledged and Expressed

William Bishop
Attorney for the Defendants

Read and filed
19th June 1764

Rejoinder of Timothy Shibah and Cuvatte
Pope of Madras Merchants and original Complainants
to the Replication of Thomas Hart and Anthony
Lindley of Madras aforesaid Merchants Comps
Complainants

These Rejoinders Comps Complainants saving and
Reserving to themselves all and all manner of Benefit of Exception to the many
Errors Uncertainties and insufficiencies in the said Replication Contained for Answer thereto
These Comps Complainants say that these Defendants Answer as before is true and Defendants
the Law to be Replyed unto and these defendants further say that the several
matters and things set forth in the said Replication are immaterial Impertinent
Frivolous unfixed and imperfect which these defendants say is proved by their
said Answer they have already Said and do and will prove all and every
matter and thing therein Contained to be true as the same are therein Confessed
alledged and Expressed

William Bishop
Attorney for the Defendant

1859.

Filed and fold.
Feb 1859

The Replication of Isaac Hay and Anthony Sinclair to Complainants Bill of Discovery Exhibits and Original Complainants Bill

The Replicant Isaac and Abell Isaac saving and Reserving to themselves all and all manner of Advantage of exception to the Defendants said Answer for Replication thereunto said that all and every the matters and things in said Defendants said Bill of Complaint alledged and they will justify and maintain their said Bill of Complaint alledged to be true certain and sufficient in the Law to be answered unto by the said Defendants and that the Answer of the said Defendants is insufficient and uncertain in the Law to be replied unto by these Replicants Replicants for diverse manifest imperfections and insufficiencies in the said Answer contained To Which Bill of Complaints these Replicants are ready to aver and prove as this Honorable Court shall direct and award Wherefore these Replicants pray as in and by their said Bill of Complaint they have already prayed and these Replicants for the further Replication unto the said Answer of the said Defendants say that the Premises in the said Answer mentioned to be done and performed by the said Defendants were not done and performed in manner and form as the said Defendants have in their said Answer alledged and these Replicants are ready to aver and prove as this Honorable Court shall direct and award and humbly pray as in and by their said Bill of Complaint they have already prayed

And these Replicants further Replication unto the said Answer of the said Defendants say that the said Defendants ought not to be allowed or admitted to say or plead in their said Answer that they the said Defendants were not bound by the Articles of Agreement in the said Bill of Complaint mentioned to perform the said Articles of Agreement in the said Bill of Complaint mentioned in manner and form as the said Defendants have in their said Answer alledged for that these Replicants say that the said Defendants by their said Answer admit that they the said Defendants did enter into the said Articles of Agreement and that the said Articles of Agreement were duly executed by the said Defendants and these Replicants and that the said Articles of Agreement are binding upon the said Defendants and these Replicants and these Replicants say that the said Defendants ought not to be allowed or admitted to say or plead in their said Answer that they the said Defendants were not bound by the said Articles of Agreement to perform the said Articles of Agreement

[illegible]

good for damages to the Defendants for not delivering the goods at the time and
place appointed and even where the sale or the Letter would good notwithstanding
to make good the damages and neither were the Court of Chancery competent
were not appointed to be the nature of a Penalty for the Defendant to adjudge
the measure of Satisfaction to the parties that their Replication further by leave
of this Honble Court to Reply to their Counsel Answer to the Defendants Defendants
Original Bill of Complaint save the matter of fact is therein and
Supported by the Defendants Replication and that the persons
hereby alledged may be read as often required to Support their Answer and
Confirm the Allegations of the Defendants as their several Acts originally and
Lastly given all such matters and things their Replication doth and doth
Be Ready to aver and prove as this Honble Court shall award and
humbly pray as in and by their said Bill they have already Prayed.

Charles Bromley
Attorney for the Replicants

Read and filed
3rd April 1760

Ben Rejoinder of Thos Shep and Anthony
Luther Defendants to the Replication of Charles
Lenbrah and Laura Mc Dyke Complainants

These Defendants now and at all times hereafter saving
and reserving to themselves all and all manner of Benefit and Advantage
to Exception to many Errors uncertainties and insufficiencies in the Defendants
contained for Replication unto that Part Their Defendants Answer is true Certain
and sufficient in the Law to be Replied unto and these Defendants also
saith that to the second Section of the Replicants Replication these Defendants
adhere pleading that the matters set forth in their Defendants joint and
Separate Answer are Impertinent and what Could not be required to
and which they the Replicants ought not by Reason of
Statute frauds to be Enforced by them Entered into and Relating a
Parol Agreement to the said Contract but for the more full answer thereunto
these Defendants Crave leave to refer to the said Contract when these Defendants
the Defendants as this Honble Court shall think convenient and these
Defendants Thomas the Replicants further Answering say they cannot admit

Their attorneys must be defend But these defendants have since in a most fraudulent manner broken said contract by the Plaintiffs entered into and which they thereby have forfeited the consideration for which they entered into such agreement together with the further sum to make good their promise and make the said Contract Rendering void the Penalty they have thereby incurred And these defendants say that the Engagement entered into by the Plaintiffs was entirely at their option and that the Consideration of the sum of one thousand Pounds being by them Proved would be the only Engagement that Could have induced them to enter into such Contract and Forfeit the Bill which Contract if partly observed would have been as the defendants are prepared ready to Do at the return of both Writs but the Plaintiffs in their Declaration have not Complied with the said Contract and Forfeiture of the Bill in not delivering the quantity of Cotton at Sudderoor which they the Plaintiffs ought and were bound such quantity by them Contracted as appears by their own petition to be delivered Cotton they brought Bales at Gangapatnam and Cannot be supposed to be part of the Contract for the performance of the same were to be at Sudderoor as they the Plaintiffs have Confessed and these defendants further say that they were entitled to Gangapatnam to receive Cotton another month they gave the Contractors to their Inwards going there for these defendants say they could have had the Receiving such Quantity of Cotton at several places they would have thereby saved the round Rotaries to Coimbetore for which and Said reasons of the said Cotton had been delivered altogether at Sudderoor where Boats and Bullocks were Ready to Receive the same they these defendants would have been able to accomplish their contract and these defendants further say that on application made by the Plaintiffs to these defendants for exchange to receive Rice at Cotton their request was accordingly granted which said Servant by name Chittans and one Warbuck a Servant of the Plaintiffs went for Sudderoor the twenty second of January and proceeded on their way to the said Place and on their arrival the said Warbuck Contracted that he Chittans had not given him any money for the said Cotton whereupon he Chittans refused the said Chittans made his answer and stood to receive the said Cotton but he could not deliver the Cotton to them the said Chittans therefore the said Warbuck desired the said Chittans to proceed slowly whilst he went back to Madras and get the money and after which they would endeavour to overtake him the said Chittans proceeded on and arrived at Porapatnam in three days after his return from Madras whereby the Chittans waited days in expectation of the said Warbuck returning but he proceeded to near home the Cotton would not have been delivered as the

102

1863

In the Superiour Courts now sitting personally appeared each for same for himself and severally for the Defendants above named Abraham Mosbach master and Benjamin Mosbach defendants who being duly sworn as the law directs for themselves severally say that the above Bail Bond is true and correct

Sworn &c. before me

Edwd. Kenworthy
Attorney for Defendants

Savannah this 7th March 1863.

I Seize Negro Woman Sally Mosbach Property of Mrs Anthony Lockhart Mosbach Pursuant to Warrant Issued by Lewis Lockhart and order of the said County Lockhart and Levied the Same upon Negro Woman Sally Mosbach as the property of Mrs Anthony Lockhart Mosbach Pursuant to Warrant Issued by Lewis Lockhart and order of the said County Lockhart and Levied the Same upon Negro Woman Sally Mosbach as the property of Mrs Anthony Lockhart Mosbach

I Seize Negro Woman Sally Mosbach

and Belief particularly declare

To Gentlemen Jurors 1st ..... Do you or either of you not only know any Person or Persons to any of the Capitular
Charges in the Original Complaint and Articles of Charge exhibited against the Reverend Edward Chitty
Clerk Rector of Pluckley in the County of Kent but also do you or either of you know any other Person or
Persons who can prove any and what other Charges against the said Edward Chitty Clerk Rector of
Pluckley aforesaid and if you or either of you do know any such other Person or Persons who can prove any
such other Charges against the said Edward Chitty Clerk Rector of Pluckley aforesaid then you or either of
you are to name such other Person or Persons and declare what such other Charges are and to the best of
your Knowledge and Belief particularly declare

To Gentlemen Jurors 2d ..... Do you or either of you not know whether the Articles of Charge
exhibited against the said Edward Chitty Clerk Rector of Pluckley aforesaid were or was delivered to him
the said Edward Chitty Clerk Rector of Pluckley aforesaid and if you or either of you do know whether the
said Articles of Charge were or was delivered to him the said Edward Chitty Clerk Rector of Pluckley
aforesaid then you or either of you are to declare when and where and in what manner the said Articles of
Charge were or was delivered to him the said Edward Chitty Clerk Rector of Pluckley aforesaid and to the
best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 3d ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Articles of Charge or any and which of them
and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath
or have appeared to the said Articles of Charge or any and which of them then you or either of you are to
declare when and where and in what manner he hath or have appeared to the said Articles of Charge or any
and which of them and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 4th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the Original Complaint and if you or either of you do
know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath or have appeared to the said
Original Complaint then you or either of you are to declare when and where and in what manner he hath or
have appeared to the said Original Complaint and to the best of your Knowledge and Belief particularly
declare

To Gentlemen Jurors 5th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Supplemental Articles of Charge or any and
which of them and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley
aforesaid hath or have appeared to the said Supplemental Articles of Charge or any and which of them then
you or either of you are to declare when and where and in what manner he hath or have appeared to the said
Supplemental Articles of Charge or any and which of them and to the best of your Knowledge and Belief
particularly declare

To Gentlemen Jurors 6th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Supplemental Complaint and if you or either
of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath or have appeared to
the said Supplemental Complaint then you or either of you are to declare when and where and in what
manner he hath or have appeared to the said Supplemental Complaint and to the best of your Knowledge and
Belief particularly declare

To Gentlemen Jurors 7th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Supplemental Articles of Charge or any and
which of them and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley
aforesaid hath or have appeared to the said Supplemental Articles of Charge or any and which of them then
you or either of you are to declare when and where and in what manner he hath or have appeared to the said
Supplemental Articles of Charge or any and which of them and to the best of your Knowledge and Belief
particularly declare

To Gentlemen Jurors 8th ..... Did you or did you not ever represent unto Parties that the Costs of the
Original Complainants Ordered you to deliver to them were ready for them if they or any of them who
by name and when and in what manner did you acquaint them and where were
the parties you acquainted them and what Costs were they and what quantity Do
you or either of you not know when the said Complainants Costs were ready or not
and if you or either of you do know when the said Costs were ready then you or either
of you are to declare what they were what quantity and in what year did they were there and what were the charges of them
to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 9th ..... Do you or either of you not know whether the said Costs
and Complainants to Articles were delivered or tendered by you or either of you or any Person or Persons by
your Order and Direction and if you or either of you do know whether the said Costs and Complainants to
Articles were delivered or tendered by you or either of you or any Person or Persons by your Order and
Direction then you or either of you are to declare when and where and in what manner and to whom the said
Costs and Complainants to Articles were delivered or tendered by you or either of you or any Person or
Persons by your Order and Direction and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 10th ..... Do you or either of you not know whether the said Costs and
Complainants to Articles were delivered or tendered by you or either of you or any Person or Persons by
your Order and Direction and if you or either of you do know whether the said Costs and Complainants to
Articles were delivered or tendered by you or either of you or any Person or Persons by your Order and
Direction then you or either of you are to declare when and where and in what manner and to whom the said
Costs and Complainants to Articles were delivered or tendered by you or either of you or any Person or
Persons by your Order and Direction and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 11th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Articles of Charge or any and which of them
and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath
or have appeared to the said Articles of Charge or any and which of them then you or either of you are to
declare when and where and in what manner he hath or have appeared to the said Articles of Charge or any
and which of them and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 12th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Articles of Charge or any and which of them
and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath
or have appeared to the said Articles of Charge or any and which of them then you or either of you are to
declare when and where and in what manner he hath or have appeared to the said Articles of Charge or any
and which of them and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 13th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Articles of Charge or any and which of them
and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath
or have appeared to the said Articles of Charge or any and which of them then you or either of you are to
declare when and where and in what manner he hath or have appeared to the said Articles of Charge or any
and which of them and to the best of your Knowledge and Belief particularly declare

To Gentlemen Jurors 14th ..... Do you or either of you not know whether the said Edward Chitty Clerk
Rector of Pluckley aforesaid hath or have appeared to the said Articles of Charge or any and which of them
and if you or either of you do know whether the said Edward Chitty Clerk Rector of Pluckley aforesaid hath
or have appeared to the said Articles of Charge or any and which of them then you or either of you are to
declare when and where and in what manner he hath or have appeared to the said Articles of Charge or any
and which of them and to the best of your Knowledge and Belief particularly declare

Madras Supreme Court Esqrs and who did Interpret truly and
and correctly upon the Oath administered to them by the Court
interpret by Cowrie words, Records and Documents produced
by the Complainants to the end and that you were to Report
particularly to the Court

Interrogatories to be Administered to Pagen Thomas or Pagen Thomas Witness
Sworn on the Part of the Complainants

1st Interrogatory Do you know the Complainants and the Defendants
Letter to the Court Complainants Counsel Pagen Thomas Do you know
Letter and what was the Contents of the said Letter and where you went to
and when Pagen Thomas or Pagen not Thomas of any Goods being delivered to
any Person at any Time or Place by any Person or Persons Specify
delivered those Goods at what Place or Places were they delivered at and to
Person and what Quantity and what sort of Goods were they and whether
Time or Times were they delivered and by whom Pagen Thomas

2nd Interrogatory Do you know the Complainants Counsel named any Person
to Attend the Court on their Part if you attended Court and what Person
Private did he desire and what was the Business you Attended the Court
you know touching of this Affair from the beginning unto the End or
how you came to Know the same and for what Cause and Reason you
Know the Witness the Defendants or any other Person or Persons
the Complainants and Defendants as Counsel set forth the same Cause
you Know have been informed or do believe and the Reasons of such your Know
ledge and Belief

Williams Cotsworth Esq
Att for the Complt and Defendants

Between Pagen Thomas and Pagen Thomas Complainants
and Pagen Thomas Defendants and Pagen Com-
plainants

Depositions of Witnesses taken on their Oaths and before the Commissioners
in their Court as followeth —

Pagen Thomas of Madras Merchant aged 30 years or thereabouts duly
produced as a Witness on the Oaths on the part of the Complainants unto the
12th day of September 1760 Attested the Office of Mr Charles Pagen by
Attorney for the Defendants by Concurrents who left Credit of the Pagen
Title and Clerk of Office of the said Pagen and afterwards on Behalf
Duly sworn and Examined upon his Oath as followeth —

1st Interrogatory Do you know the Complainants and Defendants

Madras } Appeared Capell and who had sheetdrop to prove that he was absent
and remained upon the Coast of Coromandel and therefore was unable to come
in his proper person by Courtesy sworn, Examined upon the Interrogatories
to him administered and saith that he was Commander of the Ship
Portland and was Commander of her during the whole time
Particularly Mentioned ——

Interrogatory 1st ... Doth he know or Believe that the Defendants in the Cause
Letter to the Cross Complainants Counsel, Upon receiving the Answer and
Letter and what was the Contents of the said Letter and what is become
and what Papers Answer or Papers and Writings if any Defendants delivered
any Person or Persons by any Person or Persons Employed
delivered them and what Place or Places were they delivered at and when
Recent and what quantity and what sort of Goods were they or
two or Leaves were they delivered and to whom Papers Writings or Papers and
Know whether the Cross Complainants Counsel desired any Person or Persons
to Let him take Copies of a certain Book of Yours about Port and what Answer
did Defendants or either of them give and what Steps and Proceedings the whole
your Answer touching of this Matter from the beginning up to the End and
how you came to know the same fully and particularly Declare ——

Full the Witness to ... Papers Know or can you say any other matter or thing material for
the Complainants and Cross Defendants in this Cause, touching the Answer or
you Shall have been informed or declare unto the Reasons of such your Know-
ledge and Belief ——

Witness Examined &c
Sworn the Interrogs and Confirmed

Mergent Court at
Madras pretenary

Between Cuddalore Cudlish and Damelle Appellants
and Bonbeny Soldier Defendants and Cross Com-
plainants ——

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

Juan Juana Cuddy of Madras Merchant aged 30 years or thereabouts being
produced as a Witness in this Cause on the part of the Complainants answers the
12th day of September 1760 Sworn and the Office of Mr Charles Abbanby
Attorney for the Defendants by Commands who left Minutes of his Interro-
gatories and Answers of which the said Deponent was afterwards on the same
Day duly sworn and Examined deposeth as followeth ——

1st To the first Interrogatory this Deponent saith he knows the Parties

1697

Capt. Hay and Mr Henry Sadler Agrees Cavelly Lurbah and Vincatadaja for Cotton at Bimalapatam ——

To the Honord Gentlemen by the Aprivall each on new years day 1697 Inclosed with Vincatadaja letter Mr Anthony Sadler related them, Vincatadaja and Chilla came Jamorrow the next Morning Mr Sadler sent an Oppan pollah to Call Vincatadaja with together with the Aforesaid and Cavelly Lurbah went to his House Mr Sadler told Cavelly Lurbah and Vincatadaja that he wanted one Hundred Candy of Cotton they made Answer they had no more than Seventy Candy Ready which Several at Purtisoor hang he Remainder of some they had before Deposited of to Mr Hore, Mr Sadler then agreed to give them Fourty pagodas p Candy for that Seventy Candy of Cotton, and ordained an Pagoda earnest money desiring they would Come to him Tomorrow morning when he Could to Cavelly Lurbah and Vincatadaja for the Agoda and was confirmed from Vincatadaja, and Cavelly Lurbah and Vincatadaja for to give advance at the Same for the Seventy Candy of Cotton if they would give them Security for which they had Agreed and Returned from the Earnest money — About four or five days afterwards Armachellum Mr Jones Hays Linbah came to Vincatadaja Lyke Chetty and told him that Deponent being then there he had taken Cotton of Mr Hay about the Cotton if he would give them with him he would get them Cleansed by Mr Hay and he would be Concerned along with Mr Sadler Cavelly Lurbah and Vincatadaja and this Deponent then went with Armachellum to Mr Hays House where Mr Hay and Sadler both agreed to pay one thousand Pagodas first without taking Security and the Rest of the Money after the delivery of the Cotton at Pulicatt to which proposals Cavelly Lurbah and Vincatta daja Agreed if you advance but one thousand Pagodas you must expect at Some to Receive the Cotton because we Cannot keep it there long Mr Hay and Sadler under Seven Hands agreed that they would Receive the Cotton from Pulicatt and Some People to be Ready to Receive the Cotton from Pulicatt and your People should not arrive at Pulicatt, your People in the Ships should not receive at Pulicatt but within the fifteen days come there, and we will pay you the Rest of the Money, but if the Cotton should not be Ready within that time and our Ships People should be Detained there and not have the Cotton delivered to them then you should allow us twenty five Cent on our money to which Condition Cavelly Lurbah and Vincatadaja agreed and Received the one thousand Pagodas and one Pagoda for earnest money, Mr Hay and Sadler Deliverers together with Cavelly Lurbah and Vincatadaja Inward Merchants in writing, the Said to pay the money if the Cotton was delivered at Pulicat and the Cotton to be Twenty five Cent if it was not Four days after receiving this Agreement Witness Mr Hay and Sadlers Hand and Seals from Bersa to Inward to Pulicat being the twenty eth day of June 1697

Seven

Interrogatory

Richard Latham
Examined

Mayor Court at
Madrasapatanam

Depositions of Witnesses sworn and Examined on the
Part and Behalf of the Defendant
Mary and Betty Pitches Defendants
Complainants

Examined in the Court as follows

Captain Everett of the Ship Rosemary aged 53 Years in Chief being produced
as a Witness in the Cause on the part of the Complainants to answer the 20 day of Septem-
ber 1765 shown at the Office of Charles Bromley Attorney for the defendants by
Paragraph subscribed with the name Title and place of abode of the said Deponent
and afterwards on the same day being sworn and Examined deposeth as follows
To the first Interrogatory this Deponent saith he has known Mess.rs James Hay and
Anthony Sudlow Esquires Copartners Merchants and Partners Mess.rs Hay and Sudlow
To the third Interrogatory this Deponent saith he Cleared outwards Particularly to
the fourth Interrogatory this deponent saith he was sent by Mess.rs Hay and Sudlow
Copartners from thence the fifteenth day of January 1765 Departed to Cuttack
aforesaid where he arrived the twenty eighth of the same Month for to receive of
deliver to Mess.rs Hay and Sudlow's servant there twenty Candy of Cotton more
this Deponent saith not to this Interrogatory —
To the seventh Interrogatory this Deponent saith Cheltam Servant to Mess.rs
Hay and Sudlow set out from thence one day before him to proceed to Cuttack as
this deponent supposed Cheltam to wait for him at Cuttack where he would expect
him but upon his arrival there hearing Cheltam was gone forward this deponent
continued his Rote to Cuttack where he landed eight or ten days without seeing
Cheltam, in which time he had sent people to Puragapadam and to other Parts in
Cheltam of he should be there Cheltam at last arrived at Cuttack the fourteenth day of
February more this deponent saith not to this Interrogatory —
To the eighth Interrogatory this deponent saith he received Cheltam on his arrival
at Cuttack Viz. Forty Candy of Cotton more there Bought and Cleared out Candy at
Puragapadam belonging to County Cuttack and Three Candy from Pichabar Cheltam
desired he delivered to Mess.rs Sudlow and Company Twenty five Candy more Viz.
eighteen Candy Gross weight the tenth day of February and on the Twentieth of
February more for by six Candy eleven Maunds four to a Pounds Gross weight
at Puragapadam for which Cheltam gave him a Receipt for 2895 two Hundred
and Ninety seven Pounds weighing Twenty three Candy eight Maunds and seven
Pounds on account of Messrs Hay and Sudlow being the more as Cheltam
swore to him — This deponent further saith that the Remaining Cotton at
Pichabar was Days afterwards delivered to Mess.rs Hay and Sudlow
which belonging to one Seerna (vide Decree) and hired by Mess.rs Hay and Sudlow
was detained twenty days by contrary winds on his Voyage from Pichabar to
Puragapadam after this deponent had the second time arrived there
receiving thereof and delivered to the last Interrogatory — speaks more

Richard Sutherst

Mayors Court at Madraspatnam

The Honble Company's Bookkeeper
Complainant and Cha: Stevens and
Mary and Anthony Taylor Defendants
Defendants

Deposition of Witnesses taken in the Cause depending in this Court as follows

Timothy Conrad of Monro Downing aged 58 Years a Witness on the Complainants part in the Cause depending in this Court between the Honble Company Complainants and Charles Stevens and Mary and Anthony Taylor Defendants produced sworn and Examined on the Interrogatories exhibited on the part of the Complainants

To the first Interrogatory this Deponent saith he knows the Complainants Company and the Defendants Mary and Anthony Taylor

To the second Interrogatory this Deponent saith he knows the Premises in the Interrogatory mentioned and that they are situate in Madraspatnam

To the third Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and that he found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the fourth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the fifth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the sixth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the seventh Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the eighth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the ninth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the tenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the eleventh Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the twelfth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the thirteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the fourteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the fifteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the sixteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the seventeenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the eighteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the nineteenth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

To the twentieth Interrogatory this Deponent saith he was employed by the Defendants Mary and Anthony Taylor to survey the Premises in the Interrogatory mentioned and that he did survey the same in the Month of January 1790 and found the Premises contained Eighteen Cawnies Eight Pallams and Eight Kullies of Ground

Deponent Sworn

Major Gen.l Sir
Madras Establishment

Lieut.t Gen.l Sir Stapleton Cotton Bart.t Col.o of the 14.th Regt. of Light Dragoons and Lieut.t Col.o Commandant of the Corps of Royal Horse Artillery and Lieut.t Gen.l Sir Thomas Bradford G.C.B. Col.o of the 3.d Regt. of Foot Guards and Lieut.t Gen.l Sir Henry Clinton G.C.B. Col.o of the 3.d Regt. of Foot and Gen.l Sir Thomas Bradford G.C.B. Col.o of the 1.st Regt. of Foot Guards and Gen.l Sir Henry Clinton G.C.B. Col.o of the 3.d Regt. of Foot Complainants

Against

1. Richard Lathom the Defendant in this Cause by his Counsel learned in the Law and before the Commissioners in this Court appointed to

2. William Lathom the Defendant in this Cause by his Counsel learned in the Law and before the Commissioners in this Court appointed to

3. John Lathom the Defendant in this Cause by his Counsel learned in the Law and before the Commissioners in this Court appointed to

4. James Clay and Anthony Sadler but when Sworn Gentlemen of the Counties of Middlesex and Surrey respectively to

5. John Lathom Servant to Gentlemen Usher and Deputy Gentleman Usher of the Black Rod at Buckingham Palace to what particular time Notice was Given to the said Defendant Richard Lathom on account of the Contempt that Gentlemen Usher and Deputy Gentleman Usher had made with Anthony Sadler for the purpose of his with twenty Pounds of Lawful Money of Great Britain ordered to be paid and delivered to the said Anthony Sadler Servant to the Defendant which Sum of Money the said Anthony Sadler Servant to the said Defendant Richard Lathom refused to accept of and received the same before the Examiner of this Court as by the Affidavit of the said Anthony Sadler Servant to the said Defendant Richard Lathom sworn the 12.th day of September Inst.t

1772

Mayors Court at
Madrasspatnam

Between Cuttyboolood and Lauddo Defendants
Defendants and Stamed Bag and Anthony Sadler
Defendants and Cafe Complainants

Depositions of Witnesses taken the Cause depending before the Commissioners
Court as followeth

Rastapah Cutty of Madras Merchant aged 50 Years a Witness the being
produced as a Witness on the part on the part of the Complainants the 12th
day of September 1768 Sworn at the Office of Jno Charles Bomby Attorney
for the Defendants by Interpretation who first Sworn to the Truth and
state of the said Defendant and afterwards on the same Day being sworn and
Examined Deposeth and Says

1st ..... To the first Interrogatory this Deponent saith He has known Mr. Stanes Hay
and Anthony Sadler Esqrs Defendants Cause depending this Deponent
is Friendly to both

2d ..... To the second Interrogatory this Deponent saith he cannot answer Positively
to it

3d ..... To the fifth Interrogatory this Deponent saith in the Month of February 1768
He was at Fort Cuddalore on account of some Business for Mr. Hurst which
time Hyder Naicar, Lieut to Cowdy Sahib and Cuttabdoss Naicer there
for Mr. Hodges (who at the Instance of the Defendants Hyder and Cuttabdoss)
Seized this Deponent Then and there Struck off and deliver Seventy Candys of Cotton
in Bullocks & Peckard of which Mr. Hodges Servants and Cowries which
He then was Possessed This Deponent and the said Hyder and Cuttabdoss
Knew for the same and gave to the Slaves to carry to Europe Godowns
Cowries & Cotton Bullocks & Peckard aforesaid, which Cotton
Cowries & Bullocks & Peckard were Carried away by the Slaves
Days after which Hyder & Cuttabdoss Returned back to Cuddalore and this
Deponent he heard delivered upon all the Cotton for which he had got Bullocks
& Peckard and sent it to Madraspatnam This Deponent went Home
to the Last Interrogatory

Richard Latham

Examined

Mayors Court at
Madrasspatnam

Between Cuttyboolood and Lauddo Defendants and Complainants

Depositions of Witnesses taken in this Cause and depending before the Commissioners
Court

1733

Court of Exchequer

Between Henry Lowndes Gentleman Plaintiff Humbly Complaining Sheweth unto your Lordship and this Honble Court your Orator Henry Lowndes of the Parish of St Mary Woolnoth in the City of London Gentleman That Richard Lethieullier late of the Parish of St Mary Woolnoth aforesaid Merchant by his Bill Obligation bearing Date the 12th Day of September 1728 Became Bound unto your Orator in the Penal Sum of Two Thousand Pounds of Lawful Money of Great Britain Conditioned for the Payment of One Thousand Pounds of like Lawful Money unto your Orator on the Day and Year therein mentioned as by the said Bill Obligation Relation being thereunto had may more fully and at large appear And your Orator further Sheweth unto your Lordship That the said Richard Lethieullier hath not paid unto your Orator the said Sum of One Thousand Pounds or any Part thereof although the same became due and payable to your Orator long since according to the Condition of the said Bill Obligation But the said Richard Lethieullier hath hitherto wholly refused and still refuses so to do To the Damage of your Orator of Two Thousand Pounds And Forasmuch as your Orator is remediless in the Premises at the Common Law and only relievable in this Honble Court Where Discovery of the Premises and Relief in the Premises is to be had and obtained Therefore for as much as the said Richard Lethieullier is a Merchant and Trader and Liveth or Resideth beyond the Seas to wit at Amsterdam in Holland or elsewhere out of the Jurisdiction of this Honble Court and Cannot be found within the Jurisdiction of this Honble Court whereby your Orator can have the Benefit of the Process of this Honble Court to Compel the said Richard Lethieullier to Answer to the Premises Your Orator Humbly Prays that the said Richard Lethieullier may be Ordered to Appear to and Answer this Bill and that your Orator may have such Relief in the Premises as to your Lordship and this Honble Court shall seem meet And your Orator shall ever Pray &c

Richard Lethieullier

Common

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on a Certain Cause depending and at Issue in the Honble the Mayor Court of Londo between Henry Lowndes Plaintiff and Anthony Hatton of Lothbury George Merchants and Co-partners whereof Same Hoy and Anthony Hatton of Lothbury George Merchants are Co-plaintiffs and Caulfield Ludwich and Horneck Bridges of Londo Merchants are Defendants on the part and behalf of the Complainants Viz.t

1st Let the Witnesses 1st ..... Produced on the part and behalf of the Complainants and Defendants if you know here your Name Profession and Place of Abode

2d Whether you are Related to either of the Parties Plaintiffs or Defendants in this Cause and how nearly

3d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from the Defendants or either of them or from any Person or Persons by their Order or for their Use and what you have done therein

4th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from the Plaintiffs or either of them or from any Person or Persons by their Order or for their Use and what you have done therein

5th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

6th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

7th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

8th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

9th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

10th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

11th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

12th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

13th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

14th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

15th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

16th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

17th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

18th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

19th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

20th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

21st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

22d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

23d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

24th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

25th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

26th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

27th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

28th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

29th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

30th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

31st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

32d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

33d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

34th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

35th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

36th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

37th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

38th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

39th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

40th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

41st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

42d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

43d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

44th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

45th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

46th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

47th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

48th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

49th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

50th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

51st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

52d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

53d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

54th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

55th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

56th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

57th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

58th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

59th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

60th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

61st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

62d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

63d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

64th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

65th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

66th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

67th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

68th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

69th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

70th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

71st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

72d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

73d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

74th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

75th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

76th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

77th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

78th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

79th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

80th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

81st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

82d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

83d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

84th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

85th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

86th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

87th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

88th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

89th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

90th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

91st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

92d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

93d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

94th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

95th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

96th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

97th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

98th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

99th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

100th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

101st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

102d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

103d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

104th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

105th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

106th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

107th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

108th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

109th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

110th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

111th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

112th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

113th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

114th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

115th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

116th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

117th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

118th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

119th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

120th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

121st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

122d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

123d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

124th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

125th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

126th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

127th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

128th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

129th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

130th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

131st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

132d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

133d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

134th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

135th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

136th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

137th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

138th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

139th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

140th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

141st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

142d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

143d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

144th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

145th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

146th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

147th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

148th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

149th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

150th Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

151st Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the Matters in Question in this Cause from Richard Lethieullier or from any Person or Persons by his Order or for his Use and what you have done therein

152d Whether you have not Received Some Letter or Letters Note or Notes Bill or Bills Paper Writing or Writings or other thing or things Relating to the

1771.

To All to whom these Presents shall come I Peyton Brownlow Master of the Ship called the Hope now Riding at Anchor in the Road of Fort St George and Bound for Bengal Send Greeting Know Ye that I the said Peyton Brownlow Master as aforesaid for and in Consideration of the Sum of Eight Pagodas to me in hand paid by Mr Thomas Hall Merchant Resident at Fort St George aforesaid the Receipt whereof I do hereby acknowledge and therefrom and of every Part and Parcel thereof do Clear Acquit and Discharge the said Thomas Hall his Executors Administrators and Assigns by these Presents Have Granted Bargained and Sold and by these Presents do Grant Bargain and Sell unto the said Thomas Hall his Executors Administrators and Assigns One Bale of Cotton Goods Marked and Numbered as in the Margin hereof Shipped by the said Thomas Hall on Board the said Ship Hope now Riding at Anchor in the Road of Fort St George aforesaid To Have and to Hold the said One Bale of Cotton Goods unto the said Thomas Hall his Executors Administrators and Assigns for his and their own proper Use and Behoof And I the said Peyton Brownlow Master as aforesaid for myself my Heirs Executors and Administrators do Covenant Promise and Grant to and with the said Thomas Hall his Executors Administrators and Assigns by these Presents that I the said Peyton Brownlow Master as aforesaid my Heirs Executors Administrators or Assigns shall and will Warrant and Defend the said One Bale of Cotton Goods unto the said Thomas Hall his Executors Administrators and Assigns against all and every Person and Persons whatsoever Lawfully Claiming or to Claim the same or any Part thereof In Witness whereof I the said Peyton Brownlow Master as aforesaid have hereunto set my Hand and Seal this 15th day of January 1771

Peyton Brownlow
Master

Sealed and Delivered
in the Presence of
[illegible]
[illegible]

Received of Messrs James Hay and Anthony Sadlier the Sum of Five Thousand Star Pagodas Advanced on Account the Contract made with the said Anthony Sadlier for Cotton which said Cotton we now engage to deliver on or before the 20th day of September next ensuing on Failure of which we do hereby engage to pay to the said Anthony Sadlier and James Hay Messrs Four Hundred Pagodas as agreed for the same

Fort St George
15th January 1771

Witness
[illegible]
[illegible]

Know all Men by these Presents that we Henry Lowndes Esq and Timothy Lindall both of Fort St George and Bound unto Anthony Sadlier Esq and James Hay Merchants Resident at Fort St George aforesaid in the Sum of Ten Thousand Star Pagodas to be paid to the said Anthony Sadlier and James Hay their Executors Administrators or Assigns for which Payment well and truly to be made we do hereby bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals Dated this 15th day of January Anno Domini 1771

The Condition of this Obligation is such that if the above bounden Henry Lowndes his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Anthony Sadlier and James Hay their Executors Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas on or before the 20th day of September next ensuing the Date hereof without Fraud Coven or Delay Then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of
[illegible]
[illegible]

Hanper. Court 1st Hadrianfreeberry—

Between Cuthbert Burdy Durbach and Ferdinando Complainants and Thomas Ray and Anthony Archer Defendants—

Depositions of Witnesses taken on the Part and Behalf of the Complainants in pursuance of the Decree of this Honble Court made in this Cause bearing date the 30th day of June 1761 whereby it is Ordered that the Complainants Witnesses be examined before Thomas Durbach Esqr one of the Masters of this Court at his Office in Hadrianfreeberry in the County of Hanper and that the Defendants may be at Liberty to be present at the Examination of the said Witnesses if they think proper and that the Complainants may have Publication of the said Depositions in Seven days after the Examination thereof and that the Parties may be at Liberty to Inspect and take Copies of the said Depositions at any time after Publication thereof upon Payment of the Clerks Fees for the same as by the said Decree relation being thereunto had may appear

Hadrianfreeberry ss. Be it remembered that on this 30th day of July 1761 at the Office of Thomas Durbach Esqr one of the Masters of this Court in Hadrianfreeberry aforesaid personally came and appeared before me William Cornwell Attorney for the Complainants Cuthbert Burdy Ferdinando Burdy and Thomas Ray Defendants in a Cause depending in this Court between the said Complainants and Defendants and the said William Cornwell was duly Sworn upon the Holy Evangelists of Almighty God to depose the Truth the whole Truth and nothing but the Truth touching and concerning the Matters in Question in this Cause and thereupon he the said William Cornwell deposeth and saith as follows viz.—

To the first Interrogatory this Deponent saith he believes the Complainants are Executors of the last Will and Testament of Thomas Burdy deceased in the Interrogatory mentioned and that the said Thomas Burdy died possessed of a very considerable Personal Estate and that the Complainants have proved the said Will and taken upon themselves the Execution thereof—

To the second Interrogatory this Deponent saith he believes the Complainants have not received any Part of the Money in the Interrogatory mentioned to be due from the Defendants to the Estate of the said Thomas Burdy deceased but that the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased—

To the third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the tenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eleventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the twelfth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the thirteenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fourteenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the fifteenth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the sixteenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the seventeenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the eighteenth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the nineteenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the twentieth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the twenty first Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the twenty second Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the twenty third Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the twenty fourth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the twenty fifth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the twenty sixth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the twenty seventh Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the twenty eighth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the twenty ninth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the thirtieth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the thirty first Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the thirty second Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the thirty third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the thirty fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the thirty fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the thirty sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the thirty seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the thirty eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the thirty ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the fortieth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the forty first Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the forty second Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the forty third Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the forty fourth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the forty fifth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the forty sixth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the forty seventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the forty eighth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the forty ninth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fiftieth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the fifty first Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the fifty second Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fifty third Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the fifty fourth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the fifty fifth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fifty sixth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the fifty seventh Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the fifty eighth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the fifty ninth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the sixtieth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the sixty first Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the sixty second Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the sixty third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the sixty fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the sixty fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the sixty sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the sixty seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the sixty eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the sixty ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the seventieth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the seventy first Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the seventy second Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the seventy third Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the seventy fourth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the seventy fifth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the seventy sixth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the seventy seventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the seventy eighth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the seventy ninth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eightieth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the eighty first Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the eighty second Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eighty third Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the eighty fourth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the eighty fifth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eighty sixth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the eighty seventh Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the eighty eighth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the eighty ninth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the ninetieth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the ninety first Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the ninety second Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the ninety third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the ninety fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the ninety fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the ninety sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the ninety seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the ninety eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the ninety ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundredth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and first Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and second Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and third Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and fourth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fifth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and sixth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and seventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and eighth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and ninth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and tenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and eleventh Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and twelfth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and thirteenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fourteenth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and fifteenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and sixteenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and seventeenth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and eighteenth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and nineteenth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and twentieth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and twenty first Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and twenty second Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and twenty third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and twenty fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and twenty fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and twenty sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and twenty seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and twenty eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and twenty ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and thirtieth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and thirty first Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and thirty second Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and thirty third Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and thirty fourth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and thirty fifth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and thirty sixth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and thirty seventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and thirty eighth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and thirty ninth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and fortieth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and forty first Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and forty second Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and forty third Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and forty fourth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and forty fifth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and forty sixth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and forty seventh Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and forty eighth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and forty ninth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fiftieth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and fifty first Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and fifty second Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fifty third Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and fifty fourth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and fifty fifth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fifty sixth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and fifty seventh Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and fifty eighth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and fifty ninth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and sixtieth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and sixty first Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and sixty second Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and sixty third Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and sixty fourth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and sixty fifth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and sixty sixth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and sixty seventh Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and sixty eighth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and sixty ninth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and seventieth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and seventy first Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and seventy second Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and seventy third Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and seventy fourth Interrogatory this Deponent saith he believes the Defendants have Possession of a large Quantity of Cotton the Property of the said Thomas Burdy deceased and that the Defendants have sold a considerable Quantity thereof but to what Amount this Deponent cannot say—

To the one hundred and seventy fifth Interrogatory this Deponent saith he believes the Defendants have not paid the Money arising by the Sale of the said Cotton to the Complainants but that the Defendants have applied the same to their own Use—

To the one hundred and seventy sixth Interrogatory this Deponent saith he believes the Defendants have refused to deliver the said Cotton to the Complainants although they have been frequently applied to for that Purpose by the Complainants or their Agents in that Behalf—

To the one hundred and seventy seventh Interrogatory this Depon

177.

Interrogatories to be Administered to such Witnesses as shall be produced & sworn and Examined on the Part & behalf of the Complainants in a Cause depending and at Issue in the Court of the Mayor Court at Madraspatnam Between Cavelle Venkata Lutchmah and Cavelle Doss and Seven Hay and Anthony Sadlier Defendants

1st Interrogatory Do you Know or do you Not Know the Complainants and Defendants aforesaid, if you do Know you Declare what Relation they are to each other

2nd Do you Know or are you acquainted of any Agreement entered into between the Complainants and Defendants upon the Subject matter of such Agreement entered into, when and where and by whom entered into together with the Terms of the said Agreement as far as you can Recollect or remember set forth

3rd Do you Know or do you believe if any money or Effects did belong and be given and Agreed between the Complainants and Defendants or either of them by virtue of the Agreement or Instrument in Writing and if so what Sum or Effects and how much of the same is now due and owing and to whom

4th Do you Know or Remember any Papers or Writings did belong to the Estate of the late Madraspatnam you employed or assisted to procure any Papers for the Complainants or Defendants if you know what Papers Do you Remember or to what Place did you go and to whom & Purpose did you go for such Papers and how and what Time did you go and to whose Hands you delivered the same Papers and when did you hear they arrived at such Place the intended Place you had to send same and were and do you know upon your Oath whom did you apply for the Expediting of the Papers you then have in your Hands and upon what Account did you apply for the same and what Fees or Charges Have with them particularly Specified Papers or Writings did and when upon such Application what Answer was given by them when such Papers were delivered and for what Reason you did apply Before and after the Date of your Agreement

5th Do you Know of any Application made to the Complainants by the Defendants

Upon which the Defendants for the Performance of some Observations of Here of you to what purport were such application made and what Answer was returned as forth and Declare
Lord Bishop 6th Do you know of any other matter or thing that may tend to the advantage and Benefit of the Defendants and which is not before particularly Interrogated if you do declare the same to the best of your Knowledge remembrance and belief with the Reasons therefore and such your Belief

Master Examiner

Between James Bye and Anthony Gardner Complainants
and Timothy Goodrich and Edward Lodge Defendants

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

Appeared William Pinbrook aged 32 years or thereabouts being produced as a Witness in the Cause on the part of the Complainants sworn the 11th Day of July 1761 before us at the Office of Mr William Cornwell Attorney for the Complainants by Comaccah who left a Note of the Name Settled and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined deposeth as follows

1st ..... To the first Interrogatory this Deponent saith he knows the Complainants and has known them for about 8 years the Defendants Timothy Goodrich and Edward Lodge

2d ..... To the second Interrogatory this deponent saith that the Paper of the Tobacco Judgment shewn to him at the time of this Examination was signed and delivered in the presence of Camillus Goodrich and Edward Lodge that he was subscribed as a Witness to the same in his own proper hand writing that he is well acquainted with the Defendants Goodrich and Lodge Hand writing he is positive the Name Timothy Goodrich subscribed to the said Paper is the Defendant Goodrich's own Hand writing and more such and to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that about the 20th Day of May 1760 he had contracted with Edward Goodrich and Edward Lodge for seventy Barrels of Cotton the Defendants Agreed the Money for the Cotton should be delivered them such the Complainants this Deponent ordered a Sloop called Mary to which the Defendants objected as being crowded and that they had Goods enough already the Complainants Refused to this Deponent whether they would send back the Money to which the Defendants replied they would not for their Money but they might very well bear their

The

1787

The Complainants Bill stated that on the [illegible] day of [illegible] and the defendant gave an acknowledgement bearing date the same day for the sum of [illegible] Pagodas which they did not deliver the Cotton by the [illegible] day of January according to the agreement as now shewn to have been the agreement and that the Defendant

A [illegible] The fourth Interrogatory the Deponent saith that the Letter [illegible] to have been a good receipt for the Cotton, the Deponent accordingly got a Receipt by name Chetlore, the defendants brought one Pounter Cooley to the Deponent and desired Chetlore might go along with him, and that they might both set out together, accordingly after Chetlore going away the Complainants Received a Letter from him at Dubagee Pulicat informing them that Cooley Pounter had not accompanied him and that without he came and brought the money the Cotton could not be provided — for Cudlore then told the Deponent to Letch the defendants and enquire from them what they had said to them touching Cooley Pounter and the Money, the defendants told him they had sent him with the money and desired the Deponent to write a Letter to Chetlore to receive part of the Cotton at Pedderoone and part at Gangapatnam the distance of those two Places being only about eight from Madras to Pourikore, the Deponent accordingly wrote a Letter to Chetlore by the defendants Peon to Receive the Cotton either at Pedderoone or Gangapatnam as the Interest dictated and told the defendants they must send to their People to deliver the Cotton according to the Deponent and to have it Ready for it from Chetlore and they as soon as they received Advice the first of February next the Deponent sent with

[illegible]

Richard Johnson

Examined

Mayors Court at Madraspatnam

Between Isaac Hyde and the Honble Justices Complainants and Cuttle Soubah and Company Defendants

Depositions of Witnesses taken on the Interrogatories before the Commissioners underwritten

Chetlore [illegible] aged Fifty eight Years a Merchant duly sworn pursuant to the Interrogatories on the Part and behalf of the Complainants

[illegible]

The 18th August 1762 personal the Office of Mr William Cranwell Attorney for the defendants
by Caveat with Endorsed the Name Title 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 he has known Mr James May for
Anthony Godbee Brown and the defendants 4 years or thereabouts —
To the second Interrogatory this deponent saith he was not present when the Paper
Writings shewn to him at the time of his Examination were signed and delivered
and knows nothing material to this Interrogatory —
To the third Interrogatory this deponent saith he doth not know of any Sum or Sums
said to be given for services to the signing and delivery of such paper Writings as were
shewn to him at the time of his Examination and knows nothing material to this Interrogatory
To the fourth Interrogatory this deponent saith that on the 17 day of January 1762
Domachellum and Appoo Pillay came to his House and told him that Mr May and
Anthony Godbee and Sadlier had contracted for seventy Candy of Cotton with Cavelapoubach
and therefore desired he would go there to Receive 4 Pagodas per Candy which Agree
ment was (vizt) Pagodas 280 and that he must go to Madras at the Rate of one Pagoda

having two Days forwarded to go on to Pt Novo on the Coast of Malabar to Santa Cruze to fetch them down to Anjengo and Board but as we must stay for the Ships that might at Tellichery according to their Promise be ready for us till eight o Clock the next morning but Dispondar not Coming he was forwarded to Dharmapatam to get the Boat ready for us he delivered them the Governors Letter to Cheria Kader who provided Lascorins the next Day being Dec 31st in the Morning to go to Tellicherry where he landed and went to Dharmapatam where he found several Boats for Santa Cruze but the Sea so high after he staying there between one to the Clock in the Afternoon to Day came to Pattle Mud where he saw two Merchants just then come from Tellicherry he enquired of them whether they had seen Santa Cruze there, or had not seen upon the Road, Enquired manner they had not but that they knew him to be a very Bad man, having four Months before arrested with the Comedy and two hundred Pagodas for to supply him with one thousand Pagodas which he advanced to them and the other eight Hundred Pagodas which he was to pay within forty days of Hanover dargah forfeit the two Hundred Pagodas which he had advanced over which Agreement the Merchants have neither seen Santa Cruze or the Money but are studying an expectation from this Agreement then asked the two Merchants whether they any Cotton belonging to Comedy Poolah and Cunnadapa were then upon the Road they answered no, this Agreement then enquired of them if they saw Boats with Hay and Fodder what he had taken from the Merchants and answered they would send for the Defendants and so he then order the Governor to Tellicherry with the Money aforesaid which the Cotton could not be provided and send the Letter by the Captain three days after this Agreement still being at Dharmapatam he sent three Peons to Tellicherry to Enquire of them if Comedy Poolah were there and ordered whether he had seen any Santa Cruze there, Peons on his return this Agreement then enquired whether there was any Cotton belonging to Comedy Poolah and Cunnadapa on the Tellicherry Road Enquired there and then was about twenty or twenty six Candy of Cotton belonging to them on the Village near to Tellicherry but that they would not be moved from thence before Santa Cruze's arrival, this Agreement then informed the Governor that Comedy Poolah and Cunnada Dasa had contracted to provide seventy Candy of Cotton which was to be delivered to him at Tellicherry by their Gomastahs Santa Cruze for whose coming he had waited at Dharmapatam several days and wished what he should do, the Governor told them there was several Vessels to be Dispatching for Goa at Tellicherry he must come through that Place going

there were sent and proceed together to Tellicherry The next day this deponent saw one Mr Mackay
Warren then commander Cheraqual and enquired from him whether he had seen Hunter Cannaya
on the Coast he said he had seen him at Cheraqual soon on the Western Coast, this
deponent immediately set out for Tellicherry where he arrived the seventh day of Feb.
and found upon enquiry that Hunter Cannaya had got there the day before & Mr Brown
the resident) applyed for the delivery of the seventy Candy of Cotton Hunter Cannaya
said there to amount more than twenty five or twenty six Candy of Cotton there) the Resident
would deliver to you at Cunnapatnam this deponent Replyed I have an order to
Receive it at Tellicherry & will not take it from any other place upon this Hunter
Cannaya gave him a Letter from Mr Brown to Receive
the Cotton at that Factory at Cunnapatnam on the Fifteenth day of February
this deponent Received in all Cunnapatnam Candy of Cotton & Hunter Cannaya
said he was sent there by Land on their getting there Hunter Cannaya
said there were (Ten) Candy of Cotton to be at this deponent made Answer I must be
weighed first, Hunter Cannaya then sent his People to Tellicherry to fetch the Scales
and Weights which when the Boat returned then again not being able to fetch
Cunnapatnam on account of Contrary Winds The fifth day of March Hunter
one or five and seven Candy of Cotton were accordingly weighed and Delivered to
this deponent at Cunnapatnam and about the Ninth or tenth the Boat Arrived
there This deponent after his Receiving the twenty one Candy of Cotton at
Tellicherry had made and to the Complainant a Receipt given Cunnapatnam for
the Cotton belonging to Cunnapatnam and Received Directions from them to
send the Cotton from the Boat in whatever Place she should put in and to
send them an Account of what she Sent upon the Receipt of the Letters
first of the Cotton at Cunnapatnam not hearing the Boat but to
be Safe and preserve it from the Weather and they would send a Ship
for to fetch it, then first upon the Boats arrival at Cunnapatnam this Depo-
nent unloaded the Cotton from her and sent the Boat away the month of
September were being Expired and no Ship arrived at Cunnapatnam
this Deponent Received another Letter from the Complainants ordering him
to load the Cotton on any Boat he could there and sended down to Madras
This Deponent wrote in Answer he could not procure any there the Gen-
tlemen sent them sent a Boat to him at Cunnapatnam from Madras Birday
after the Boat arrived, this deponent put on Board of her forty Candy of Cotton
which was as much as she could Carry, five days after dispatching the
Boat

1814

Boat, and how are Boat belonging by belonging to a different one, But Depon
agreed with him for a Pagoda the Candy to carry the Remainder of the Cotton
Madras, but the day before he was to Load the Boat was completely
ashore on a Shoal, — In the Month of January 1814 the Deponent and
Madras the Remaining Cotton in two Masoolah Boats and at the same
time Returned himself more he Depondt not

Richard Sutherland

Examined —

Madras Collector

Between James Hay and Anthony Stratton Complain-
ants and Cuttle Lutchmanah and Timmappah Defendants

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

Obstafullah of Madras Merchant aged 28 years or thereabouts being produced as a
Witness on this Cause on the part of the Complainant was on the 30th day of July 1814 sworn
at the Office of Mr William Cornwall Attorney for the Defendant by Tamacapa who left
out of the same Office and after the Oath of the said Deponent was taken on the same
day being sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith he has known Mr James Hay for years
Mr Anthony for years Cuttle for Lutchmanah years and Timmappah for years
this Deponent

2d ..... To the second Interrogatory this Deponent saith that he has seen several Papers
by Cuttle Lutchmanah and Timmappah to be sent to Europe which this Depo-
nent supposed as a Writing to their Agents in England and knows that
Pallum Venkatapathy was the other Signing Witness to the said Papers and
Memorandum to the Papers of Acknowledgment and that the name of Memorandum
subscribed thereto by Pallum is of the own Handwriting and that Pallum
Venkatapathy Father to the Deponent was dead and to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that Memorandum papers
to the Defendants about Two or three Days after signing the Papers aforesaid by
several Boatmen and Pagodas or Pounds to pay to the Defendants to
supply the Complainants with to the Outward and Homeward Cargoes by Pallum
Venkatapathy in the name Cuttle Lutchmanah and Timmappah depo-
sited that to the best of this Deponents Knowledge —

Richard Sutherland

Mayor's Court
vs.
Mordecai Jacobs

Tuesday the 2d day of April
Anno Domini 1765

Present
George Baker Esquire Mayor
Peter Manvelle ——— Edward Saddlers
Anthony Sadler ——— & Benjamin Adams
Esquires Aldermen ———

Between Court Comedy Goodrich and
Lovedale Lloyd of Madras Merchants Com-
plainants and Jacob Hay and
Anthony Sadler of Fort Saint George
Merchants Defendants Of Counsel

Plea Court coming on to be heard and debated the day on Between
of the Complainants, the Defendants, and of the Attorneys on both sides on Reading the
Complainants Bill with the Answers Warrant annexed, the Defendants Answer with
a Copy of Interest and Penalty Bill annexed, the Cross Bill, the Replication, the Cross
Defendants Answer, the Rejoinder, the Cross Complainants Rebutter, the Cross
Defendants Reporter, the Exhibits on the part of the Original Complainants, the
Interrogatories and Depositions on the part of the original Complainants, the Interroga-
tories and Depositions on the part of the original defendants with a Contract writing
and a Receipt annexed, the Additional Interrogatories and Depositions on the part
of the Original Defendants the Hearing the Testimony made use of by the Attorneys
and on due Consideration had thereon It is Decreed to be Ordered that the Complain-
ants have forfeited Penalty of the Contract entered into by them and bearing the
Date Contracted for Deadly and Inhuman by the said Lovedale Lloyd in the Agreement
and as the defendants Servant did Receive and grant a Receipt for the same the Back
mentioned Bond did become the Property of the Original Defendants Plea Court
doth therefore Award fit to Order and Decree and doth accordingly Order and Decree
that the original Complainants shall pay unto the Original Defendants the
Sum of Five Hundred Pagodas Principal Money Due on the Bond of
the Penalty forfeited, and the Defendants shall Receive the Sum as per
said

186

unto the Court of Sessions the Ballance due on the Contract and that the Costs of Suit shall be paid by the Pagoda Circuit Treasurer.

(Sgd) F Cox

Filed 5th April
Read 2nd do } 1805

To the Honourable the Hon.ble Court
at Madraspatnam.

Humbly Complaineth unto the Honble Court your Orator John Merchant of Madraspatnam Merchant by Profession a Stranger of Magulpatnam Merchant sheweth unto Your Honble Court that your Orator in the Year and upwards of Pagodas Current Money of Arcot reckoning every Pagoda eight Shillings and every Rupee two Shillings and two Fanams of the Hundred and every Fanam sixteen Shillings and eight Pence or thereabouts as will more fully and at large appear by Aforesaid having had Obligations Ready to be produced when Required by this Honble Court

That Your Orator further humbly sheweth that he hath frequently and on an amicable manner Requested payment of the said Sum of One thousand five Hundred and forty Rupees and two Hundred and fifty Pagodas from the said Defendant But so it is true it is that Mayd Defendant the Honble Court Evasive Answers wilfully and Perversely Refuse to give your Orator any Satisfaction touching the Premises your Orator therefore is remedyless save in the Honble Court and shall ever pray as in Duty bound that Defendant may upon his Corporal Oath Answer and perfect Answer make to all and Singular the Matters and Things hereinbefore Alledged and set forth as fully, truely and Distinctly to all intents and purposes as if the same were here again Repeated and Interrogated and that Decree be may unto your Order the aforesaid Sum of One thousand five hundred and forty Rupees and two Hundred and fifty Pagodas with the Interest thereon due and Costs of this Suit

May it please the Honble Court to Grant the Writ of Subpoena to be Summoned and Directed to the Right Worshipful Lieut.t Colonel George Stratton Governor Madraspatnam and Council thereof personally to be and appear in this Honble Court and in Default thereof that a Warrant of Attachment may issue against your Orator being Ready to make Oath to the truth of this Bill and that he may

(Sgd) John Merchant

has Reason to believe that the said Allen will abscond from the Jurisdiction of this Honble Court upon hearing of the Bills being filed against him and that he may then and there answer the your Orators Bill of Complaint and further to stand to and Abide such Order and Decree as to this Honble Court shall seem Meet

Aspinwall & Paterson
Attys for the Complainants

Upon Motion of the Complainants Attorney having made Oath that he believes that the Defendant Allen is just and that the party will abscond and to defeat and of Creditors Let a Writ of Arrest Issue

George Barber
Mayor

Mayors Court at Madraspatam

Tuesday the 9th day of April Anno Domini 1765

Present
George Barber Esquire Mayor
Peter Marsette — Edward Saddon Esqrs
Reynold Adams — Aldermen

Between the Inhabitants of Madraspatam
Merchant by his Attorney Joseph Pechuck of
Madras Merchant Complainant and Peter Allen
of Madras Merchant Defendant

The Defendant having robbed and absconded from the Process of this Court and the Complainant this day demanding Judgment of this Court for his Debt and Damages the Court doth therefore think fit to Order and Decree and do hereby Order and Decree that the Defendant shall pay unto the Complainant the Sum of Pagodas Four Hundred and forty Pagodas and three Fanams (Pags 440 3) and Pagodas 200 Together with Interest at the rate of Twelve per Cent per Annum according to the Tenor of the Obligation and for also all Costs of this Suit

Court

1858

Read and filed
15th February 1860

To the Honorable the Chancellor Master
& Masters of the Court

Humbly Complaining sheweth unto the Honble Lord your Orator Thomas Hollis of Madras Esquire and Isabella his Wife Thomas Moseley and Walter Hall Executors in Trust of Duncan also of the said place Esquire deceased which said Duncan duly executed and published his last Will and Testament in writing bearing date on the full and just Sum of Forty six Pagodas Current money of Madras per Annum making in Sterling Money of Great Britain at the Rate of Eight Shillings each Pagoda the Sum of Fourteen pounds eight Shillings Current money aforesaid at large appears by a Translate of the Allegations of Duncan the late Husband and Walter and Copys of the Power of Sale and Transfer of Stock hereto Orator Refers to Answer for the Inspection of this Honble Court when and where your Orator humbly prays the same may be Admitted as part of this your Orator Bill of Complaint

Your Orator further sheweth unto this Honorable Court that he hath frequently and in an Amicable manner Requested payment from the said Moseley and Walter of the said Sum of Forty six Pagodas Nevertheless May it please this Honorable Court the said Moseley and Walter absolutely and wilfully Refuse to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays Equal Relief may be to this Honble Court shall appear agreable to Equity and good Conscience

To the End Therefore that the said Moseley and Walter Hall may upon their Corporal Oaths a true and perfect Answer make to all and Singular the matters and things herein before charged and with such as fully and Positively shall admit and Confess as aforesaid may be Decreed and Ordered and be Bound to pay unto your Orator the Arrears due of Sixty four Pagodas with Interest and Costs of this Suit Maye it please this Honble Court to Grant the said Moseley and Walter Hall the Writ of Subpoena to be Directed to the Sheriff of Madraspatam and the Deputy Sheriff personally to be and appear at a Certain time and place to be by this Honble Court prefixed then & there to Answer the premises & further to Stand to and Abide such Order and Decree therein as to this Honorable Court shall seem meet

Reed

Solicitor for the Complainant

Endorsed Filed 15th May 1858 Subpoena to Answer returnable forthwith
Affidavit of Service

Register and Seal with the said Power a Lease and Grant situated in the Island Morgans
Isle in Montserrat Bounded the Eastward by Montmorenci and the Sea Westward Morgans
Bay Southwards by the Sea and Northwards by the Road Leading from Morgans Bay to
Montmorenci Town and Grounds with the Appurtenances Reserving unto the
Grantor his Heirs and Assigns the Right of Passage and Liberty of Water for
Cattle and Negroes to and from the Sea Shore and Morgans Bay Which Lease
is made for the Term of Ninety nine Years from the Date thereof at the Yearly
Rent of Two Pounds Sterling Money of Great Britain Payable on the Feast
Day of Saint Michael the Archangel in each and every Year during the said
Term and Power of Redemption is Reserved to the said Grantor his Heirs
and Assigns on Payment of the Sum of Two Hundred Pounds Sterling
Money aforesaid with Interest for the same at the Rate of Six Pounds
per Centum per Annum Clear of all Deductions Provided always that
the said Grantor his Heirs and Assigns shall and do Insure the said
Premises to the Amount of Two Hundred Pounds Sterling Money
aforesaid and keep the same so Insured during the Continuance of the
said Term and Power of Redemption and in case of Neglect or Refusal
to Insure or to Produce the Policy of Insurance to the said Grantee his
Heirs Executors Administrators or Assigns on Demand then it shall be
lawful for the said Grantee his Heirs Executors Administrators or
Assigns to Insure the said Premises and to Charge the Grantor his Heirs
Executors Administrators or Assigns with the Payment of the Premium
or Premiums paid for the same with Interest thereon at the Rate aforesaid
and the said Grantor for himself his Heirs Executors Administrators and
Assigns doth Covenant with the said Grantee his Heirs Executors
Administrators and Assigns that he the said Grantor his Heirs Executors
Administrators or Assigns shall and will pay unto the said Grantee his
Heirs Executors Administrators or Assigns the said Sum of Two Hundred
Pounds Sterling Money aforesaid with Interest for the same at the Rate
aforesaid on the Day and Place above Limited for Redemption thereof
and also shall and will pay unto the said Grantee his Heirs Executors
Administrators or Assigns the Premium or Premiums paid for Insuring
the said Premises with Interest thereon at the Rate aforesaid and shall
and will Produce to the said Grantee his Heirs Executors Administrators
or Assigns the Policy or Policies of Insurance for the same and in case
of Default in Payment of the said Sum of Two Hundred Pounds Sterling
Money aforesaid with Interest for the same at the Rate aforesaid on the
Day and Place above Limited for Redemption thereof or in Payment of
the Premium or Premiums paid for Insuring the said Premises with
Interest thereon at the Rate aforesaid or in Producing the Policy or
Policies of Insurance for the same then the said Grantor his Heirs
Executors Administrators or Assigns shall and will pay unto the said
Grantee his Heirs Executors Administrators or Assigns the Sum of
Twenty Pounds Sterling Money aforesaid as and for Liquidated Damages
and not as a Penalty for the Non Payment of

1870

for County Expenses as Collector last year & towards the Interest on the Debt of Portland
to Canada the 10th day of April 1870 Drawn by Mayor

Wilmot
Chamberlain
Chamberlain

Read and filed
12th April 1870

The Answer of Edward Cornelius Butler of Hatton
Labouchere Defendant to the Bill of Complaint of
Edward Jones Clay & Thomas Pinkerton
Complainant

These Defendants now and at all times hereafter saving and reserving to
themselves all and all manner of Benefit of Exception to the many Errors uncertainties
and untruths in the said Bill Contained for Answer thereunto or unto such parts
as these Defendants Answer doth and ought to extend themselves unto the Complainants
said or to the sufficiency thereof These Defendants Answering say they are not
Bill to answer unless this Honble Court shall be satisfied by it Confessed upon the Answers
these Defendants Mother by Mortgage and Assignment the Estates Effects and Interests
thereof unto the Defendant Edward Cornelius Butler in the said Bill named
Whereupon the said Edward Cornelius Butler entered into the Possession of
the Premises and received the Rents Issues and Profits thereof
These Defendants Mother by Indenture of Lease and Release bearing date
respectively the Twenty fifth and Twenty sixth days of March One thousand
eight hundred and sixty two and made between the said Edward Cornelius Butler
of the one part and these Defendants Mother of the other part
These Defendants Mother having

The further Examy of Lucy Pagadee did expressly declare that the said Comrapah upon or about the twenty first day of December which was in the year of our Lord aforesaid did also the twenty second day of December aforesaid pay unto the said Deponent the aforesaid Sum of sixteen Pagodas more in part of the Twenty six Pagodas that the said Defendant Mother gave unto him the said Deponent for the said Sum of sixteen Pagodas upon the said Deponent and Defendant Mother giving unto him the said Comrapah another Obligation for the said Sum of sixteen Pagodas and which two Sums making the Sum of Thirty two Pagodas which were discharged by the said Deponent from the said Defendant Mother in the manner and form following, viz. Twenty Pagodas was paid by the said Deponent to Defendant Mother a little time before the French Army marched from Saint Thomé and the Pandies being sixteen Pagodas was paid by the said Defendant Mother to the said Comrapah some time after the siege was raised, the Defendant Mother Deponent having discharged both the Sums which she the said Deponent Defendant Mother had Borrowed from the said Comrapah as aforesaid. And this Deponent further saith that the said Comrapah after the Siege was raised demanded of the said Comrapah her said two Obligations and her said House Bill of Sale and told the said Comrapah at the same time as she had accomplished the Debt by the payment of the Sum of Sixteen Pagodas that she Required from him the said Comrapah her said House Bill of Sale as well as the other two Obligations she had given unto him the said Comrapah. But the said Comrapah put the said Deponent Defendant Mother off by telling her to come to morrow and she should have her Obligations and her House Bill of Sale Surrendered up to Her and in such like manner did the said Comrapah put the said Deponent Defendant Mother off from day to day until the Defendant Mother was remarked with the said Comrapah Dallying with Her and then she the said Deponent Defendant Mother went and Required the said Comrapah as before was Sick that she came for Purpose to Him for to have her two Obligations and her House Bill of Sale delivered unto Her for that she had heard that the Transferor Mother had told her as now that the two Obligations were made in the name of Her the said Mother the Transferor therefore she the said Deponent Defendant Mother did insist on him the said delivering Comrapah delivering up unto her the Obligations and her House Bill of Sale as she the said Deponent had paid him the said Comrapah as well for what she had Borrowed from her upon Her said House, and moreover that for the said Deponent Defendant Mother would not be put off any longer with the said Comrapah Excuses to all which the said Comrapah Replied unto the said Deponent Defendant Mother that He the said Comrapah had only made use of as before mentioned to the end Mother the Transferor by making the said two Obligations in the Name of her the said Transferor Mother, Defrauded of the said Deponent

these

1874

[illegible]

William Cranwell
Attorney for the Defendant

Translation of a Certificate as near as may be from the Original Malabarese by Comappa Lascar Interpreter

Madras the 12th April 1875

This is to Certify that Mr Hodgson and Comappa Conductor and Brothers of Connapoot do not hereby give this Certificate unto Pavaree an Inhabitant of Hodgepettah and Watchman Peons about in Valda Nailoo Pillah to indemnify her the said Pavaree from any Danger that may arise from her House Bill of Sale not being delivered unto Her and as we the said Hodgson and Comappa have heard, and do Believe that the said Pavaree hath discharged the Bill by paying unto our said Brother Comappa the sum of Thirty one Pagodas which was the sum that she had Borrowed on her said House and Land Leaving former and second Brother Comappa Her House Bill of Sale and Deed as further Security for any money Pavaree for Her the said Pavaree Her House Bill of Sale shall ever be claim'd by unto Her the said Pavaree for which Purpose we have Caused these Presents to be Signed & Sealed in the Presence of Pangayah and Pangiah Pandy Mudyan

Witness
The Mark of Pangayah
Pangayah

Signed By Mudyan and
Comappa

A True Translation of a Certificate from the Original Malabarese by Comappa Lascar Interpreter

William Cranwell
Attorney for the Defendant

Mansfield Filed
19th June 1862

The Replication of Edward Lord of Hatton
patron of Hansford Complainant to the Answer
of Hansford Lord Dalby also of the same Place
Defendants

The Said Replicant Saving and at all times hereafter saving
Saving to himself all and all manner of Advantages and Benefits of Exception
to the many Errors uncertainties and Insufficiencies in the said Answer Contained for Replication
thereto or to so much thereof as the Replicant Edward doth not by
these Presents make Replication saith that the said Answer is very insufficient
the Defendants are indebted to the Replicant in the Sum of Money
the Replicant prayed Leave with the Interest thereof and Costs of this Suit to be Taxed
and Answered as the Replicant doth of Complaint The Replicant
saith further the same Court to direct that the Report of the
Said Answer to the Bill of Complaint of the Replicant
humbly hopes this Honble Court will have Reference thereunto as to be Deemed
that the said Mostyn and Jemima did not Legal Authority to discharge
the said Deceased the Defendants Mother of the said Mortgage and that
the Defendants are indebted to the Replicant on the Security aforesaid
Replicant Still doth Conceive that the Defendants Mother should
have Regard to Redeem the said Mortgage or have made Some
Provision for the Payment thereof and that the Replicant
Complainant has Reason to Apprehend that the Defendants
Mother the Defendant
Deceased the Mother of the Defendants
The Replicant saith the Defendants pretended Narration of the
Transaction with Covenants Stated in the Defendants Answer to the Replicants
Bill the Replicant believes the same to be Entirely false and the Replicant
can Observe and by a Reference to the said Answer of the Defendants Mostyn
to Jemima by Page two the Defendants relating to Jemima Page two the Defendants
Answer to the Answer that the aforesaid Deceased to make use of the Defendants
words that is to say did accordingly Execute a Mortgage Obligation on the
Estate of the said Covenants as the said Deceased apprehended to which the
Replicant begs Leave to Refer to this Honble Court that the Latter part of the
said Answer Contradicts the former part thereof the Replicant further

Replicant

Reply to the Clause of the Defendants said Narration Relating to certain Pagodas
wherein the Defendants say the said Deponent the Defendants Mother being
desirous for the further sum of certain Pagodas did apply unto the said Cumarapah
who did also bond unto her the said Deponent the Defendants Mother the further
sum of certain Pagodas upon the said Deponent the Defendants Mother giving
unto him the said Cumarapah another Obligation for the rest sum of certain Pagodas
which said sum of certain Pagodas the Replicant saith he strongly believes was
lent by the Transferee Mosha, The Replicant saith as to that the Defendants
Narration Relating to the pretended discharge of their said Mothers Obligations for
the respective sums of certain Pagodas and twenty Pagodas said to be Borrowed
by the said Deponent of the said Cumarapah the Defendants say on the following
words "twenty Pagodas was paid by the said Deponent the Defendants Mother
"at the time before the French Army invested Port Saint George and the Remain
"ing certain Pagodas was paid by the Defendants Mother Deponent unto Bonard
"Cumarapah some time after the Siege was Raised the Defendants Mother
having discharged both the sums which the said Deponent the Defendants
Mother had Borrowed from the said Cumarapah she demanded from the said
Cumarapah her said two Obligations and her Clear Bill of Sale but the said
Cumarapah put the said Deponent the Defendants Mother off by telling her to
Morrow and she should have her two Obligations and her Clear Bill of Sale
Accordingly up to her and in such like manner the said Cumarapah put the said
Deponent the Defendants Mother off from day to day until the Defendants
Mother was married and the said Cumarapah shortly thereafter
Deponent the Defendants Mother did insist on him the said Cumarapah delivering
up unto her her two Obligations and her Clear Bill of Sale the said Cumarapah
said to the said Deponent the Defendants Mother that he the said Cumarapah was
of the truth he would order the said two Brokers Mudyen and Cumarapah to
deliver unto her the said Deponent the Defendants Mother her said two Obligati-
ons and her said Clear Bill of Sale

The Replicant saith the date of the said pretended payments
of the said sums of twenty Pagodas and certain Pagodas by the Defendants said
Mother Deponent are feigned and averred Before and made use of by the Defendants
to evade the payment of the Replicants just demands

The Replicant saith he did the said Deponent the Defendant
Mother twenty Pagodas a little time before the Siege of Madras and Deponent
to think the said Deponent would have then demanded Obligation for payment
her Obligation for the said twenty Pagodas and the Defendants
Deponents Brother Mudyen and Cumarapah the Brokers to whom
did not deliver the Obligations and Clear Bill of Sale but the

Mother Deanne at the time the said Deanne paid to the said Cavanagh the said twenty Pagodas in pleadable to mine agone But the defendants said Mother Deanne at the time she paid unto the said Cavanagh the sum of twenty Pagodas But the defendants said Mother maybe that has neglected to demand her said Bond and House Bill of Sale many Reasonable to mine agone the said Deanne before she had discharged her said obligations for the sum of twenty Pagodas and twenty Pagodas for the Money Borrowed of the said Cavanagh But the defendants said Mother Deanne would Long done after her pretended payment have neglected proper Measures to Compell the said Cavanagh to deliver up her said obligations and her said House Bill of Sale or that the defendants said Mother Deanne could be so easily robbed with the Cost Breach of Bonds and Covenants as an Indemnity different for the Non Delivery of a Legall discharge of the said two Obligations and House Bill of Sale by the said Cavanagh which said Cavanagh and Cavanagh Covenants shape whatsoever discharge the said Deanne from the said obligations and the Mortgaged House Bill of Sale.

This Replication doth the Defendants Answer in their Plaintiffs Bill That is to say And the said Cavanagh doth say That the said Deanne before the death argument his said Brothers Madyan and Flanagan That the said Deanne had discharged the said two Obligations that was made and Covenant of the said Flanagan and that there was no possible Cause to mistrust the said two Obligations and the said House Bill of Sale of the said Deanne from the said transferees Madyan: To Reply to the above last Recited Answer this Reply and begs leave to observe to this Honorable Court that Plaintiffs Answer is no Evidence for either of the said Defendants and that the said Cavanagh ought to be compelled to discover whether the said Deanne did not pay the said twenty Pagodas and twenty Pagodas before the said Deanne had Notice of the transfer of the said two Obligations and the House Bill of Sale which the said Defendants said Mother Deanne had agreed to take the said Cavanagh and deliver up the said two Obligations and House Bill of Sale to the said Deanne and not any Pagoda Substances

This Replicant doth to the Answer of the Defendants Narrowly relies on the Defendant set forth in the following words That is to say That the Defendants Mother the said Deanne did pay about four or five months after the death of the said Cavanagh unto the said Mother and Flanagan the said deceased Cavanagh for the said two Obligations and for the House Bill of Sale which the said Deanne the Defendant Mother Nothing more and with that and no Recognizance of the the said transferees Madyan and that the said Defendants are discharged to them of the Premises to think that Cavanagh long ask and upon Deanne and the Defendants say Deanne never to the latter and the said Cavanagh would have demanded of the transferees the two Obligations and the House Bill of Sale which the Defendants said Mother Deanne had agreed to take the said Cavanagh and delivered up the said two Obligations and House Bill of Sale to the said Deanne and not any Pagoda Substances

This Replicant doth to the Answer of the Defendants Narrowly relies on the Defendant set forth in the following words That is to say That the Defendants Mother the said Deanne did pay about four or five months after the death of the said Cavanagh unto the said Mother and Flanagan the said deceased Cavanagh for the said two Obligations and for the House Bill of Sale which the said Deanne the Defendant Mother Nothing more and with that and no Recognizance of the the said transferees Madyan and that

1797.

To Answer the Answers of Complt and Defendts of Exception to the many Errors and Insufficiencies Imperfections Insufficiencies and Misrepresentations in the said Replication contained and that the Defendants said Answers are true full and sufficient in the Law to be Replied unto and Ought to stay as they are and by their said Answers they have already said and shall ever said and declare in all and every thing and things therein to be true and in such manner and form as they have in their said Answers alledged and expressed —

All which and also and things these Defendants are Ready to Aver as and Prove as this Hon^ble Court shall direct and humbly Pray as they and by their said Answers they have already Prayed —

William Fawcett
Atty for Defts

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on the part of the said Bishop of Edward Lord Bishop of London by Virtue of the Commission issued out of this Honble Court and the Cause therein depending between the said Edward Lord Bishop of London and Mary Ann Hudson and Betty Hudson Defendants

1st Do you know the parties Complainant and Defendants to this Cause

2nd Do you know Mary Ann Hudson and which of them first long have you known her or either and which of them Widow?

3rd Do you know or Do you believe that the Defendant Mary Ann Hudson is indebted to the Complainant in the Sum of Two Hundred Pounds Mentioned in the Bill of Complaint and Bond thereunto annexed or any and what other Sum or Sums of Money and if any when and how and for what Consideration was the same Debt Contracted

4th Do you know or believe that the said Defendant Mary Ann Hudson hath made any and what Payments on Account of the said Debt and when and to whom and how much was each Payment made and Do you know or believe that the said Defendant Mary Ann Hudson hath given any and what Security for the said Debt and when and to whom and what was the Nature of such Security

5th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred the said Bond and Debt or any and what Part thereof and when and to whom and for what Consideration was such Assignment or Transfer made

6th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

7th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

8th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

9th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

10th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

11th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

12th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

13th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

14th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

15th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

16th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

17th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

18th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

19th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

20th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

21st Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

22nd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

23rd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

24th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

25th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

26th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

27th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

28th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

29th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

30th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

31st Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

32nd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

33rd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

34th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

35th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

36th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

37th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

38th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

39th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

40th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

41st Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

42nd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

43rd Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

44th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

45th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

46th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

47th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

48th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

49th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

50th Do you know or believe that the said Defendant Mary Ann Hudson hath Assigned or Transferred any and what Part of her Personal Estate and when and to whom and for what Consideration was such Assignment or Transfer made

1810.

to demand payment of the Obligations given by them to the Defendant Thomas Thomas & the Complainant, & you are to say whether they were and what were the reasons that you had for the Defendants the whole your Answer of the matter to the best of your Knowledge and Belief particularly declare

2d Interrogatory Did or did not the Defendants or either of them at the time of executing the Obligations mentioned in the Complainants Bill of Complaint, or at any other time or times before or since inform the Complainant or any other person or persons by his order that they the Defendants were not in circumstances to pay the Debts due by the Obligations aforesaid & were not able conveniently to discharge the same & that they the Defendants had not sufficient Effects in their hands to pay the Debts due by the Obligations aforesaid or any part thereof if you know the whole you know touching that Interrogatory declare the Particulars of your Knowledge and Belief particularly & distinctly

3d Interrogatory Did or did not the Defendants or either of them at the time of executing the Obligations mentioned in the Complainants Bill of Complaint or at any other time or times before or since inform the Complainant or any other person or persons by his order that they the Defendants were not in circumstances to pay the Debts due by the Obligations aforesaid or any part thereof if you know the whole you know touching that Interrogatory declare the Particulars of your Knowledge and Belief particularly & distinctly

William Bishop
Solr for the Complainant

Mayors Court at
Madraspatnam.

Between Edward Saunderson Complainant and Mordecay and Hyam Defendants

Depositions of Witnesses taken on the Part & behalf of the Complainant in the Court aforesaid

Hayman Mordecay of Madras Merchant aged 50 years a Witness produced sworn & examined on the part & behalf of the Complainant in the Cause aforesaid the 24th day of December 1810 before the Honble William Brown Esqr Mayor of Madras & the Aldermen of the said Court

1st Interrogatory To the first Interrogatory this Deponent saith he has known the Complainant Defendants & Thomas Thomas in the Interrogatory mentioned for several years past

2d Interrogatory To the second Interrogatory this Deponent saith he does know the several Bonds or Obligations now produced to him, to which & the Signatures thereto annexed he was acquainted by Mordecay Hyam who he has often seen write & has frequently received Letters from him & has been informed & believes that the Names of the Obligors to the said Bonds or Obligations are of the proper Handwriting of the said Mordecay Hyam & the Defendants

3d Interrogatory To the third Interrogatory this Deponent saith he does know that the several Sums of Money mentioned in the said Bonds or Obligations were lent & advanced by the Complainant to the Defendants & that the same or any part thereof hath not been repaid to the Complainant by the Defendants or either of them to the best of this Deponents Knowledge Information & Belief

Richard Saltwell

Sworn before me

Mayors Court at Madraspatnam

Between Edward Lane by Transfer of Hooke Compliant and Minachy and Valley Defendants.

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

Subramanien of Madras Conopoly aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Compliant was on the 27 day of December 1762 Sworn at the Office of Mr William Cranwell Attorney for the Defendants by Comacapa who left 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 followeth

1st ..... To the first Interrogatory this deponent saith he is not acquainted with either the Compliant or the Defendants but that he has known the Transferrer Deponent or thereabouts

2d ..... To the second Interrogatory this deponent saith he does know the Obligation or Obligations now produced to him which were Voluntarily and freely signed by Devanee the obligor and late Mistress to the defendants, in this deponents presence who is also a subscribing Witness to the Obligation, this deponent further deposeth that the Transferrer did Endorse the full amount of the said Obligations to the said Obliger and that the said Obliger did pledge her House Plate &c to the Transferrer as a further Security for the Payment of the said Obligations and more this deponent saith not to this or to the last Interrogatory

Richard Lathom

Examined

Mayors Court at Madraspatnam

Between Edward Lane by Transfer of Hooke Complainant and Minachy and Valley defendants

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

Rama Iniga of Madras Conopoly aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 27 day of December 1762 Sworn at the Office of Mr William Cranwell Attorney for the defendants by Comacapa who left a note of the name Title and place of abode of the said Deponent and afterwards on the same day Day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this deponent saith he is not acquainted with either the Complainant or the defendants but that he has known the Transferrer Deponent or thereabouts

102.

Mayor's Court at
Madraspatnam

Between Edward Monkhouse Complainant and Moses Lindsey and Betty Defendants

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

Moses Greeny of Madras Labourer aged 30 years a Witness in the Cause on the part of the Complainant sworn the 2d day of December 1762 before the Court & Examined Interrogatories for the Defendant the Complainant in the first Place of the Plaintiffs Witnesses of the said deponent and afterwards on the 29th day of January 1763 before the Court and deposeth as follows

1st Interrogatory

To the first Interrogatory this Deponent saith, he has known the Complainant 2 Years the Defendants 18 Years but that he is not acquainted with the Transferee

4th Interrogatory

To the fourth Interrogatory this Deponent saith, one Coomarde a Coneegaly gave him two Obligations and desired him to go with them to the Defendants house, where he saw One Vedemade a Relation of the Defendants to whom he shewed the two Obligations and told him the Coomarde desired him to demand the Money due upon them Obligations, and why the Defendants did not discharge the same; Vedemade made answer the Defendants have paid them off before this Deponent said if they have paid them off why did not they take the Obligations, Vedemade replyed I cannot tell, this Deponent then returned back to Coomarde, and told him that he had shewed the two Obligations which he had given him to one Vedemade a Relation of the Defendant who informed him that they were paid off, upon this Deponent and the said Coomarde (whether he should first get the Principal sum due on the said two Obligations for him Coomarde said no I will not receive the Principal without the Interest, this Deponent then delivered up the two Obligations to him and more doth not nor answer to this or to the last Interrogatory.

Pagoda 7/8

Richard Lathom

Examiner

Mayor's Court at

Madraspatnam

Between Edward Jane by transfer

Made Complainant and Monachy and

Tolly Defendants.

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

Ramen Pedroo of Madras Brahmen Aged 30 Years or thereabouts, being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of December 1760 sworn at the Office of Mr William Cranwell Attorney for the Defendants by Company who left a Peon of the Name, Title and Place of Abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st Interrogatory

To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendants 1 Year and a half, and the Transferee the same time or thereabouts.

5th Interrogatory

To the fifth Interrogatory this Deponent saith that one Vedemade came to the Defendants house and then to the Transferee & told him that Parama was dead and that the Defendants were very poor, and to ask whether she would take the Interest for the whole of Parama's debt the Transferee made answer

[illegible] Sworn Capt Principal and Interest, if not Shall give the Defendant Rama Redeah Redeah and Shall get the Money for the Said Bond the Said Thos Depement Shaw and Granade has got the Obligations in Compass of himself he has Thos Depement according to want to Granade and said to him Shaw you have got Damned Obligations, Granade replies Shaw, if any body will pay us the Principal and Interest on them Shall discover them up, Thos Depement Said to him will you be satisfied with receiving the Principal and half the Interest Granade answer rather than put the Cause into Court Shall consent to receive the Principal and half the Interest Thos Depement went and told Pike what Granade had said to Pike replyed the Defendants are not able to pay interest therefore we need not concern ourselves any more about it and there Thos Depement left it rest to this, or to the last Interrogatory —

Richard Sallows

Examined

Interrogatories to be Administered to such Witness as shall be produced sworn and Examined on the Part and Behalf of the Defendants in a certain Cause wherein Edward Stone is Complainant and Richard Kennedy and Polly are Defendants —

1st Do all the Witness Personally know the Parties Complainant and Defendants in this Cause if you how long have you so known them and which of them Restores

To Interrogatory 2d Do you know or do you not know Whether one Compass deceased Lord any Time or Times of a Money or to the Defendants Peter Father of your Said Complainant Knowth and on what you and what sum or sums did he Lend and to the Defendants Peter Mother and where did he Lend it Peter Compass Lord it to her and on what Account the whole you know touching of this affair from the beginning unto the end and how you came to know the same particularly Declare —

To Interrogatory 3d Do you know or do you not know if ever the Defendants Peter Mother ever came to your Brother Compass House and demanded from him any Cedjan or Paper Obligations of Yea what Cedjan or Paper Obligations did she demand from him and what were the amount of them and when and where did she demand them and what did the Compass say unto her when she came to demand up to her her said Cedjan or Paper Obligations and what Answer made he to what he said to her Produce and any other Cedjan or Paper came along with the Defendants Peter Mother to the said Compass House at any time or times if Yea what Cedjan or Cedjans did accompany her and what did she demand or those say unto the said Compass when Requested to deliver up the said

what Answer made the said Comarapah to her Him or them and on what day or days what Month and in what year did she hear or them come to the said Comarapahs House did she or any of them That accompanied her apply unto the said Comarapah for any Cedjan or Paper Obligations or Did they not if Yea what Cedjan or Paper Obligations did they apply for were the said Cedjan or Paper Obligations given unto her him or them after the application were made for them or were they not if Yea what was the Cause of the said Comarapahs not surrendering them up and what day what Month and in what year were they demand from him by her Him or them was the said Comarapah sick when they came to him or was he not if Yea how long had he been sick and was His Sickness dangerous or was it not did he die of his Malady or died he not if Yea what day what Month and in what Year died he die Did or did not the said Comarapah call for you when the said Defendants their Mother came to him in company with another Person and what discourse was made for the Recovering up of the said Cedjan or Paper Obligations if Yea how long before His Death did he call for you and what did he say to you when you came to him Did your Deceased Brother Comarapah leave any instructions with you before he departed this Life or did he not if yea what instructions did he leave with you relative to the said Cedjan or Paper Obligations and what day what Month and in what year did he leave these instructions with you Did you Execute the instructions given unto you by your deceased Brother the said Comarapah or did you not Did you or did you not ever hear your said Brother Comarapah say at any time or times That the said Cedjan or Paper Obligations were Cancelled if Yea what day what Month and in what year did He tell you this and what Person or Persons were Present when he said they were Cancelled and how and in what Manner did he say they were Cancelled and by whom did he say they were cancelled by and at what time and place did he say they were Cancelled or Did you or did you not ever acquaint the Defendants their Mother That your deceased Brother the said Comarapah did a few days before his death order you to surrender up unto her her said Cedjan or Paper Obligations if Yea when and when did you tell her this and what Person or Persons were Present when you told her this and what answer made she to you when you informed her of it Did you or did you not deliver the said Cedjan or Paper Obligations unto the Defendants their said Mother Did or did not you and your Brother Tarrapon give unto the Defendants their Mother a Cedjan or Paper Indorsade from under both your hands if Yea look upon the Cedjan now shewn you and say whether it be the same that you and your said Brother Tarrapon did give unto the Defendants their Mother or not and on what account was that Certificate given unto her by you and your said Brother Tarrapon and what did the said Defendants their Mother say when you Delivered it to her Did your deceased Brother Comarapah die worth money or did he not if Yea who took his Estate and what became of his Estate Did you and your Brother Tarrapon apply to any Gentleman for redress or did you not if Yea what

Gentleman

Gentleman did you make application unto, and how and in what Manner were you
refused, and what Reason did the Company, and or Either of them give you
did you Complain Did the Company Hosts, or did she not take Patten of all Goods
of your Deceased Brother the last Commorieth Estate after the Decease of the, and at
what Month, and in what year did she take Patten of them Have you or any
not, removed the whole or any part thereof from the said Company Hosts, the whole
you know touching of this affair from the beginning unto the end and how you came
to know the same particularly declare.

To Rangapen and Paupen. 2d Did you or did not attest a Letter or Paper Certificate that was given unto the Defendants their Mother by the Brother of one Comarapah dwelling at you see if the Certificate now Shown you, or mark not, what did the Brother of the said Comarapah say to the Defendants their Mother when they did give the said Letter or Paper Certificate unto the Defendants their Mother, the whole you know touching of this affair from the beginning unto the end and how you came to know the same particularly declare.

To Rangapen 3d Did you or did not any Person or Persons acquaint you at any time or times that one Comarapah had ordered him or them a few days before his Death to Deliver up unto the Defendants their Mother, the Letter or Paper Obligations, if Yea, what Person or Persons were he or they that told you this, and when and where did they tell you this and what Letter or Paper Obligations were they the whole you know touching of this affair from the beginning unto the End, and how you came to know the same Particularly declare.

To Paupen 4th Did you or did you not goin Company with the Defendants their Mother to one Comarapahs House, if Yea how many days was it before the Death or about what time, and by whose Advice and on what account Did you or did you not ask the said Comarapah for some Letter or Paper Obligations, if Yea what Letter or Paper Obligations were they that you asked for, and who did they belong unto, and what were the amount of them, did any other Person or Persons ask any questions of the said Comarapah or did they not, if Yea what were or were the Questions and who were they and what answer made the said Comarapah unto her him or them Did or did not the said Comarapah call unto him or them unto whom you and the Defendants their Mother was or who they if Yea what Person or Persons did he call for, because he knew, did they come when or do they not if Yea, what did the said Comarapah say unto him or them and when and where and where must that He called for them Did you or did you not never hear the said Comarapah say that the Defendants their Mother had discharged her Debt or Debts if Yea, when and where did you hear him say this and what Person or Persons were present when he said it and how and in what Manner did he say it if you Declare the whole

you know touching of this affair from the beginning unto the end and how you came to know the same Particularly Declare

Cross Interrogatory 1st Do you know or do you not know if ever the Brothers of one Company doth complained of ever Offer Love or Make to any Gentleman of You, who did they apply unto and when and where and how and in what Manner were they refused

The which you know touching of this Affair from the beginning unto the end and how you came to know the same Particularly declare

2nd Do you know or can you say any other matter or thing material for the Defendants in this Cause if so, set forth the same as you know have been informed or do believe with the reason of such your Knowledge or Belief

Wm Cranwell
Attorney for the Defendants

Mayors Court at Madraspatnam

Between Edward Stone Complainant
and Monachy and Valley Defendants

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

Poydenadenda of Madras Weaver Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 26th day of December Company who left 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 followeth

1 To the first Interrogatory this Deponent saith he has known the Complainant 11 Months, and the Defendants 22 Years or thereabouts

2 To the second Interrogatory this Deponent saith, he knows that Company took about twelve or thirteen Years ago and the sum of Thirty Six Pagodas to the Defendants twenty Pagodas or thereon more and Sixteen Pagodas sent to her by the hands of this Deponent, and more this Deponent saith not to this, or the last Interrogatory

The Mark Of Poydenadenda

Richard Latham
Examiner

Mayors Court at Madraspatnam

Between Edward Lee Complainant and Mussaich and Valley Defendants

Depositions of Witnesses taken in this Cause by and upon the Oaths in this Court as followeth —

Ramapiah of Madras Dyer aged 50 Years or thereabouts being produced on the Part & on the Cause on the part of the Defendants sworn the 26th day of December 1760 Sworn at the Office of Mr Nelson Bishop Attorney for the Complainant by Interpreter who first made of the Name Stile 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 he does know that one Comarapah deceased about thirteen or fourteen Years ago lent the sum of Twenty Pagodas to Pawanah the Defendants Mistress in her own House and Place this Deponent saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith he did attest a Cowle Writing that was given by the Brother of one Comarapah deceased to the Defendants Mistress at which time they told her, as soon as ever they got her Bill of Sale from the Transferrer Mackey they would give it to her, Pawanah said I must have it now Comarapahs Brother said we cannot forever & ever, but give you this said Cowle Writing as a discharge for the Thirty six Pagodas which Comarapah owed Brother but you on Demand of Master the Transferrer or his Bill Sale and more this Deponent saith not to this Interrogatory —

To the fifth Interrogatory this Deponent saith he was acquainted about five Years ago as a Friend at some distance from Pawanah Mistress by Religion, that Comarapah had ordered him some Pendrye before his death to deliver up unto Pawanah her house Bill of Sale which was at the Transferrer Mackeys Custody and more this Deponent saith not to this or to the last Interrogatory except that the Cadjan Writing which he attested was the same as that shown to him at the time of his Examination —

Richard Salmon

Examined

Mayors Court at Madraspatnam

Between Edward Lee Complainant and Mussaich and Valley Defendants

Depositions of Witnesses taken in the Cause and before the Court

in the Court as followeth —

A Commission of Dedimus Comicipty Dated 6th Year or thereabouts being produced as well for the Complainant as the Defendants, was on the 22th day of December 1763 taken out of the Office of Mr Thomas Bishop Attorney for the Complainant by Compton and left a Note of Name Title, 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, he is not acquainted with the Complainant but that he have known the Defendants 20 Years or thereabouts —

To the third Interrogatory this Deponent saith, he does know that Davanah Mother to the Defendants came to his Brother Comarapah's House about four or six years ago, and demanded from him three Bill of Sale and Mortgage Obligations amounting to Thirty Six Pagodas Comarapah at that time said he could not found them, but where he died he would send them to her Davanah replyed very well and went away four or five days afterwards Tarapen came with Davanah to the said Comarapahs House, and both of them demanded from Comarapah his deceasing up Davanahs three Bill of Sale and Mortgage Obligation the amount of which she had given off Comarapah being then dangerously ill of which illness about fourteen or fifteen days afterwards he died said he would send for his Brothers, and upon their coming, this Deponent being one of the Brothers, Comarapah told them to look for Davanahs three Bill of Sale and Mortgage Obligation the Amount of which he had received and whereon them to keep up to her fourteen or fifteen days after Comarapahs decease Davanah came to this Deponent and his Brother Tarapon and desired from them her three Bill of Sale and Mortgage Obligation which their Deceased Brother Comarapah had before his death desired them to deliver over to her, this Deponent and his Brother Tarapon told Davanah there was a dispute between them and the Transferer Moota who had in his Custody all their deceased Brothers Writings which as soon as it should be terminated they would immediately procure her House Bill of Sale and Mortgage Obligation and deliver them over into her Hill when they would give her a discharge under both their hands for the amount of them being received which is the same as the Exhibited Writing now shown to have, This Deponent to declare was the Real his deceased Brother Comarapah died very poor, having lost his fortune on the Siege, and that he and the other Brothers were his Heirs, moreover that Tarapon together with him complained to Mr Charles Bourchier and Mr Samuel Stirling of the Transferer Moota on Account of some Bonds and Bills of Sale which she had of their deceased Brother Comarapahs in her Custody Mess Bourchier & Stirling ordered the Brothers to pay Moota, One hundred Pagodas, and she to deliver up to them all the Bonds and Bills of Sale, with every thing else she had in her Custody belonging to their deceased Brother Comarapah, The

Brothers

Brothers accordingly paid to the Transferrer the Sum of Two Hundred Pounds
in the presence of Two Creditors and she delivered up unto those Two Deceased Brothers except Pawnahs Name Bill of Sale for Negroes
And the Two Surviving Brothers asked her where they were she said on the Coast
Sold and for them and deliver them in three days or Less time
This Deponent with his Two Brothers made a fresh Complaint to Mr.
Charles Bourchier who sent a Sallador to fetch him upon which he about
three Hours afterwards or Thereabouts came to this Deponent and told
him that the Transferrer Meta was in the Country and if he would give
a Certificate under his hand that he would not demand from her Pawnahs
Two Bill of Sale and Mortgage Obligation, and accept of Eighteen Pounds
in lieu of the six Cows she would release again, this Deponent accordingly
gave such a Writing and went up into the Country. Meta came to town and
first Pawnah's People with Cows, and more this Deponent cannot say
this or to the last Interrogatory.

Richard Latham

Ex 20 Sep

Examined

Mayor's Court at
Madras Patnam

Between Edward Fane Complainant
and Munuchpore Valley Defendant

Depositions of Witness taken on the Part and behalf of the
Complainant in this Cause and Sworn before the
Examiners of this Court at Fort St. George the
Testimony of a Native Free Settler Aged 25 Years or thereabouts Evangelist
on a Voluntary on this Complainants part of the Defendants was on the 26th day of
January 1763 shown at the Office of Mr. William Parker Attorney for the
Complainant by Compact into Light a Book of Two Sheets and Five Folios
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 he knows
Complainant but that he has known the Defendant 10 Years or thereabouts

4th ..... To the fourth Interrogatory this Deponent saith he did about a Fortnight
ago by the Brothers of Canarapah deceased & Pawnah the Defendants
Mistress the same or that were Slaves at which time the Brothers of the said
Canarapah told to Pawnah that as they had a dispute with the Transferrer
Meta they did not procure but the said Pawnah Some Bill of Sale and
Mortgage

Mortgage Obligation to it that dispute should be settled, but gave her the aforesaid Captain Watling as a discharge or quittance for the same the amount of those things so received by Comapah their Brother deceased, and more this Deponent saith not to this Interrogatory.—

To the Sixth Interrogatory this Deponent saith, he went in Company with Damanah to Comapahs House ten or fifteen days before his death, which was four or five years ago to the desire, and on account of Damanah who then asked him for her House Bill of Sale and Mortgage Obligation, both amounting to Thirty six Pagodas, Comapah being then very ill sent for his Brothers and told them to look for Damanahs House Bill of Sale and Mortgage Obligation the Amount of which he had received and deliver them unto her, and more this Deponent saith not to this or to the last Interrogatorys.—

Richard Latham

Examiner

Madras Court of Madrasspradenam

Between Edward Jane Complainant and Mauranchy and Valley Defendants

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

Poncadachillum of Madras Dubash Aged 45 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 26th day of December 1765 sworn at the Office of Mr William Bishop Attorney for Complainant by Comapah, who left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being sworn and examined doth depose thereto as followeth.—

To the first Interrogatory this Deponent saith, he has known the Complainant 6 Years and the Defendants 25 Years or thereabouts.—

To the fourth Interrogatory this Deponent saith saith, he does know of the Brothers of one Comapah deceased making a Complaint to Mr Charles Bourchier against the Interpreter Marks, at which time Mr Charles Bourchier ordered this Deponent to send a Dubash to fetch the Interpreter upon the Dubash going the Interpreter attended, which is all this Deponent knows in answer to this or to the last Interrogatorys.—

Richard Latham

Examiner

No 46.

Mayors Court
Madraspatnam

Swaminaikapillay
against
Anna Somanaiko

Present
George Baker Esquire Mayor
Peter Marett ——— Edward Hudson
& Reynold Adams ——— Aldermen

Mayors Court

Defendant Edward Jane of
Madras Merchant Complainant
and Monekchy and Tellay the Daughter
and Executors of Somoo also of Madras
Merchants Defendants

This Cause coming on to be heard and debated this day in the Presence of the Complainants Counsel & Attorney & of the Defendants and of the Attorney on both sides reading the Complainants Bill with Translate of the Obligation Copy of a House Bill of Sale and Transfer thereof annexed, The Defendants Answer with a Translate of a Certificate annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant The Interrogatories and Depositions on the part of Defendants with a Certificate thereof annexed & the Proceedings made use of by the Attorneys and on due Consideration had thereof & the Premises The Defendants Mother Le Monekchy Not Answering Still remains undischarged This COURT doth therefore and Same do think accordingly order and Decree that the Defendants shall pay unto the Complainant out of the Estate of the Mortgagor premises the Sum of Sixty two Pagodas & Sixteen Fanams Being the Amount of the said Obligation with Interest after the Rate of Eight p Cent p Annum and till the Rate of Interest be fixed by the Statute of the said Province

Plaintiff

Read and filed
9th April 1765

To the Honble the Mayor's
Court at Madras aforesaid

Humbly Complaining shewth unto this Honble Court, Your Orator Adrian Pordeck of Madras Merchant, that on or about the thirty first day of March in the present Year of our Lord one thousand seven hundred and sixty five, Paul Gonnelie, also of the same place, Goldsmith, owed and doth now stand indebted unto Your Orator, in the Ballance of Accounts, the full and just sum of fifty one Pagodas twenty two fanams and sixty Cash Current Money of Madras, which is in sterling money of Great Britain, aforesaid, exceeding eight Pagodas, eight Shillings, the Sum of Twenty Pounds Sterling, and one Half penny or thereabouts all which will more fully and at large appear by an Account, hereunto annexed for the inspection of this Honble Court, and to which Your Orator, most humbly refers, and prays the same, may be admitted as part of this Your Orator's Bill of Complaint, and Your Orator further sheweth unto this Honble Court, that he hath frequently and in an amicable Manner, requested payment from the said Gonnelie of the said Sum of fifty one Pagodas twenty two fanams and sixty Cash ——

But so it is, may it please this Honble Court the said Gonnelie intending unjustly and wilfully to defraud Your Orator, any Manner of satisfaction touching the premises, Your Orator therefore prays a general relief, such as to this Honble Court shall appear agreable, to equity and good conscience, to the end therefore, that the said Gonnelie, may upon his Corporal Oath, a true and perfect answer make to all and singular, the Matters and things herein before alledged and set forth, as fully truly and effectually, to all intents, and purposes as if the same were here again repeated, and interrogated and Answered to, pay unto your Orator, the aforesaid Sum of fifty one Pagodas, twenty two fanams and sixty Cash, with the interest that is or may be due thereon, also all costs of this Suit ——

May it please, this Honble Court to cause the said Gonnelie to be summoned and required by the Sheriff of Fort Saint George Town of Madras pettahs and the districts thereof Personally to be and 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 Orator's Bill of Complaint and further to stand to, and abide by such order and Decree therein as to this Honble Court shall seem meet.

Mr Cummins
Attorney for the Complainant

2111

Dr. Gromilla in Account Current with Adrian Fourbeck Cr.

1764 Dec.	19	To Cash lent you as per Promissory Note of this Date				1765 March	25	By Balance		55 22 60
		To Interest on the above sum for 3 M 7 D @ 8 p Cent p An.	4a. 10. 60	56	10	60				
Dec.	21	To Cash lent	12							
		To Interest on the above sum for 3 M 10 D @ 8 p Cent p An.	12	15	12					
			Pagodas	55	22	60			Pagodas	55 22 60

Madrass 25 March 1765

Errors Excepted

Adrian Fourbeck

Mayors Court at Madraspatnam

Tuesday the 25th Day of April Anno Domini 1765

Present

George Baker Esquire Mayor

Thomas Sowray ——— Edward Rudden

L. Anthony Sadlier ——— Witteronen ———

Mayors Court

J. Belfield. Adrian Fourbeck

of Madras Merchant Complainant and Gromilla late of Fort St George Gold Smith Defendant

The defendant being on Court and acknowledging the justness of the Complainants Demand, This 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 Fifty five Pagodas twenty two fanams and Sixty Cash Pagodas 55. 22. 60 together with such Interest as now or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Read and filed
25th January 1763

To the Honble the Mayors
Court at Madraspatanam

Humbly Complaining Sheweth unto this
Honble Court your Orator Govan Harrop on behalf of him self and Catharine Harrop
his Wife late Widow and Administratrix of George Sipping deceased both of Calcutta
in the Kingdom of Bengal by their Attorney John de Soiza of Madras Merchant
that Whereas Mary Sipping of Madras Spinster and Administratrix to the
Estate of her Mother Senior Phillips deceased Stand Indebted to your Orator in the Sum
of One Thousand Pagodas current of Madras making in Sterling Money of Great Britain at
the rate of Eight Shillings per every Pagoda Four hundred Pounds or there abouts. For Whereas
the said Senior Phillips having departed this life before the decease of the above Mentioned
George Sipping Your Orators Wifes first Husband, and Whereas the said Senior
Phillips having dyed Intestate Thereof George Sipping also one of the Children of the
said Senior Phillips deceased became thereby Intitled to one half Share of the Estate
of the said Senior Phillips deceased which your Orators said Attorney hath frequently
and in an Amicable Manner demanded Payment of the said Mary Sipping
But so it is may it please this Honble Court the said Mary
Sipping Obstinately and Wilfully Refuses your Orator any Manner of satisfaction
Your Orator therefore prays a General Relief such as to this Honble Court
shall appear agreeable to Equity and good conscience To the End therefore that the said
Mary Sipping may upon Corporal Oath a True and Perfect Answer Make to all and
singular the Matters and things therein before alledged and set forth as fully
and Effectually to all Intents and purposes as if the same were here again Repeated
and Interrogated and be decreed to pay unto your Orator the said Sum of One thousand
Pagodas, or the just half of whatever may prove to be the amount of the said Senior
Phillips Estate together with all such Interest as may become due thereon also
all Costs of this Suit
May it please this Honble Court to cause the said Mary
Sipping to be summoned and Required by the Sheriff of Fort Saint George Town of Madras
patanam and Districts thereof personally to be and appear 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 and further to stand to and abide such Order
and Decree as to this Honble Court shall seem Meet

Archdall Palmer
Attorney for the Complainant

Read and filed
22. March 1763

The Answer of [illegible]
Baron Spinster and Elizabeth [illegible]
the Estate of her Mother Jane [illegible]
deceased Defendant To the Bill of
Complaint of Jeman Harrop on behalf
of herself and Catherine Hampshire
Wife late Widow and Administratrix
of George Lipping deceased Both of Calcutta
in the Kingdom of Bengal by their
Attorney John [illegible] of Madrapatam
Merchant Complainant

This defendant now and all times hereafter saving and
Reserving to herself all and all Manner of Benefit of Exception to the many Errors
Uncertainties and Imperfections in the said Bill Contained for Answer thereunto or unto so
much thereof as this Defendant is Advised doth Materially Concern her to Make
Answer unto She this Defendant Answereth and saith as follows —

This defendant saith that She is not Indebted to the Complainant
in the Sum of Thousand Pagodas Current Money of Madras or thereabouts in the Com-
plainants Bill of Complaint To Counce to this Honble Court that the Complainants
Averments are erroneous Imperfect and unduly stated and in order to Illustrate the
same this Defendant hath Annexed an Account Current Between her and the Estate of
the said Lewis Phillips Deceased for the Inspection of this Honble Court —

This defendant saith that her late Brother George Lipping deceased
during his Natural Life and before his Marriage with the said Catherine Harrop the
[illegible] day of May which was in the Year of our Lord One thousand
seven hundred and fifty Nine by an Instrument Indented sealed and delivered
Marriage Portion and for the use and behoof of the said Catherine Harrop the Sum
of Two Thousand Pagodas and that her said Brother should not or may Incroach
Impede the said Catherine Harrop from her Power or Right which she might have
Right to Claim after his Decease —

This defendant saith she admits that the said Lewis Phillips departed
this Life before the decease of the aforesaid George Lipping and therefore this Defen-
dant humbly Conceives the Provision made for the said Catherine Harrop by the
said George Lipping in & By the aforesaid Marriage Settlement to the said George
Lipping dying Intestate and Leaving no Issue the Right of the said Catherine Harrop
Widow and now being the Wife of Jeman Harrop aforesaid That the said Jeman Harrop
on behalf of his said Wife Catherine Harrop is not Entitled to have Further Part

to Recover or demand of this Defendant a further Sum then Four Hundred Pagodas and Sixty five Each being the amount of one third arising out and from the Estate and Effects of the said Simon Phillips deceased after the Deduction of the Debit Side To the Estate of the said Simon Phillips deceased as more fully appears to this Honourable Court by the Annexed Account Current to the Answer of this Defendant.

This defendant saith to this her Answer to the Bill of Complaint of the said Gowan Harrop in behalf of himself and his Wife Catherine Harrop this defendant humbly hopes that this Honourable Court will hear this Cause on the said Bill and Answer and Decree and Order Accordingly as to this Honourable Court shall appear agreeable to Equity and Good Conscience.

All which Matters and things this Defendant is ready to Aver maintain Support and prove as this Honourable Court shall direct and prays to be hence dismissed with her Reasonable Cost and Charges in this behalf most wrongfully sustained

Wm Bishop
Attorney for the Defendant

Sworn before me
Madras 25th March 1763
John Debonnaire
Mayor

Dr The Estate of Simon Phillips Deceased In Contra Cr

	Pag.l fol.o	Pag.l fol.o		Pag.l fol.o	Pag.l fol.o
To Cash paid Shuarawah Concap by a Decree of this Court			By Cash Received of the Honble Court		
To Cash paid Mr Macklane for Repairing her House	67.15.20		By Debtor Account of Jewells	49.--.--	
To Cash paid Shuarawah Merchant for her Debt Voted in the Honble Court	75.--.--		By Goods Brought at Simon Phillips Estate for Mary Sippeny	886.26.05	
To Cash paid the Costs of Suit of the above	8.4.--				Pago4.56.
To Cash paid Mr Grandale the Attorney	2.10.--				
To Cash paid for a Copy of the Contract of Marriage from this Office	2.--.--				
			Carried Over		Pago3.56

to Recover or demand of this Defendant as further Sum then Four Hundred Pagodas and Sixty five Each being the amount of one third arising out and from the Estate and Effects of the said James Phillips deceased after the Deduction of the Debit Side To the Estate of the said James Phillips deceased as more fully appears to this Honourable Court by the Annexed Account Current to the Answer of this Defendant

This defendant saith to this her Answer to the Bill of Complaint of the said Gowan Harrop on behalf of himself and his Wife Catherine Harrop this defendant humbly hopes that this Honourable Court will hear this Cause on the said Bill and Answer and Decree and Order Accordingly as to this Honourable Court shall appear agreable to Equity and Good Conscience

All which Matters and things this Defendant is ready to Aver maintain Support and prove as this Honourable Court shall direct and prays to be hence dismissed with her Reasonable Cost and Charges in this behalf most wrongfully sustained

Wm Bishop
Attorney for the Defendant

Sworn before me
Madras 25th March 1763
John Debonnaire
Mayor

Dr The Estate of Simon Phillips Deceased & Contra ..... Cr

	Pag.s	fa.s	C.s	Pa.s	fa.s	C.s
To Cash paid Shaw & mah						
Conceptions Account of the Debts	72	24				
To Cash paid Mr Macklinefox						
Repairing her House	07	15	20			
To Cash paid Shaw & mah Merchant						
for his Debt Sued in the Mayrs						
Court			75			
To Cash paid the Costs of Suit of						
the above		8	11			
To Cash paid Mr Greenslade the						
Attorney		2	10			
To Cash paid for taking off						
the Contract of Bastons						
Marriage from Aloo Rayer		2				
Carried Over						

	Pag.s	fa.s	C.s	Pag.s	fa.s	C.s
By Cash Received of the						
Honble Court						
By Bill on Account of						
Jewells	1104	8	11			
By Goods Bought at						
Simon Phillips Cutchery						
for Mary Topping	006	26	05			
				1099	04	56
Carried Over				1099	34	56

Brought Over .....

To Subsisting and Maintaining the Dept George Tepping from the 27th of May 1759 to the 1st of March 1762 2 Pagodas p Month 105 - -

To Hendrick Smith Boatswain for Mary Tepping for 18 M 26 D 2 1/2 p Cent .... 02-21 - 356 22 22

By Ballance 319 2 21

Pagodas 674 24 43

Brought Over 674 24 43

Pagodas 674 24 43

Errors Excepted Mary + Tepping

Tork St George March the 1st 1763

10th May 1763 -

In the Hon[ble] Company's Court of Judicature at Fort St George

Mary Tepping Spinster and Administratrix to the Estate of Simon Phillips Deceased Plaintiff

and

Catharine her Wife and Administratrix to the Estate of her Late deceased Husband George Tepping late of Calcutta in Bengal by their Attorney Abraham Paris of Madras Merchant Defendants

The Replication of Mary Tepping of St Thome Spinster and Administratrix to the Estate of Simon Phillips Deceased to the Answer of Catharine Harrop late Tepping and Catharine her Wife and Administratrix to the Estate of her Late deceased Husband George Tepping late of Calcutta in Bengal by their Attorney Abraham Paris of Madras Merchant

These Replyants now and at all times hereafter saving and Reserving to themselves all and all Manner of Benefit and advantage of Exception to the many Errors Insufficiencies and Incertainties in the said Answer Contained for Replication thereunto Say That they admit that the Defendants Late Brother George Tepping deceased did during his Natural Life and before his Marriage with the Said Replyant Catharine Harrop duly Settle on the said Replyant the Sum of Two thousand Rupees as set forth by the Defendant But these Replyants cannot in the least Imagine that any part of the said deed can Impede the demand of These Replyants of half Share of the Estate of Simon Phillips deceased Supposing the demand of the said Replyant Catharine Harrop was only as Widow of the deceased George Tepping For the said Replyant Set forth that upon her Marriage with the Defendants Brother George Tepping deceased She was possessed of a Portion of near Seven thousand Rupees a very Little part of which remained at his decease and as it is Stipulated in the said Marriage Contract that the Portion of two thousand Rupees was and is to be Considered Over and Above and Exclusive from a Share of the deceased Estate which She is by Law Entitled to The demand of a half Share of the Defendants Brother Simon Phillips will Never be Sufficient Together with what this Replyant Catharine Harrop has Administered to on Account of her

Deceased

said deceased Husbands Estate to make up to Thos Replyant the amount of her said Portion and her Paraphernal Right of a Third Share Exclusive the said Portion But as this Defendant Catharine Harrop demand is as Administratrix to the Estate of her said deceased Husband and as such obliged to Account for the Whole Estate of said Husband which Decease did not Happen till after the Death of the said James Phillips Cannot admit of the least doubt but that the Estate of the said James Phillips is and must be accountable to these Replyants for the Whole of what is due to the said George Tippings Estate which must be a half Share of the Estate of his deceased Mother the said Susan Phillips deceased These Replyants cannot admit of the three Last Articles on the Debit Side of the Account Annexed But more particularly the two Last the first of which for Maintenance of a Child of the said George Tippings which the Defendant Produces no Authority or Power of Attorney from the Deceased for allowing or any voucher for Support the Charge And as to the Last Article for Commission to the Bondsmen It is a very singular and Extraordinary Claim these Replyants Look upon it as well as the other articles a Hardship of the Estate and humbly hope that the same will not be allowed to the Defendant in her said Account

And these Replyants are and ready to aver and maintain every Matters and things herein to be True And humbly pray as in and by their Bill they have already prayed.....

Thos Hodsdall Palmer
Attorney for the Replyants

Rejoinder filed
12th July 1763

The Rejoinder of Mary Tipping of Saint Thomas Spinsters and Administratrix to the Estate of James Phillips deceased the Defendant to the Replication of Goman Harrop and Catherine his Wife and Administratrix to the Estate of her late deceased Husband George Tipping late of Calcutta in Bengall by their Attorney Johnson Jones of Madrass Gentlemen to the Complainants Bill

This Defendant Craves Leave now and at all times hereafter saving and reserving to herself all and all Manner of Benefit to the many Errors and Insufficiency of their Defendant in their Answer and Different in the Law to be Replyed unto

And

220

And this Defendant further saith that the said Court will Ettend and dispose the Marriage Inheritance to the Replicant Catherine Harrop of the said Husband George Sepping Deceased of the Sum of two Thousand pounds as full and sufficient Care to Provide the Maintenance Cloaths and Education of the Replicants of a half share to the Estate of them the Heirs devised by Will of the said George Sepping not only made Provision for the said Catherine Harrop by the said Deed but did also thereon and thereby Make a further Provision for the Replicant Catherine Harrop that is to say that in and by the said Indenture for the Replicant Catherine Harrop should as ways be Bared Ett or Impeded from her the Replicant Catherine Harrop from her Power or Title which this Defendant herein conceives the Expressive Words in the aforesaid Deed of the said George Sepping in case of her Death without the Issue from the Body of the said Catherine Harrop that She the said Catherine Harrop should not be intitled after her decease to any more than one third of the Estate and as a Consequence to support this Defendants Opinion This Defendant humbly begs leave to Observe that the said George Sepping having made the aforesaid Provision for the Replicant Catherine Harrop and being there with fully Contented and Satisfied having made a Disposal of his Estate as aforesaid at and during the Natural Life and therefore was therewith delighted

And this defendant further saith that the Testator of the said George Sepping devised to the Replicant Catherine Harrop before their Intermarriage was fully and as Satisfaction for the Portion she Injured by the Replicant Catherine Harrop and therefore this Defendant cannot Admit that the Replicants have any further Demand on this Defendant than as is set forth in that Honourable Court as this Defendant ought to answer to the Replicants Bill of Complaint and to which this Defendant humbly Refers

This defendant further saith that She Admits as aforesaid that Phillips Deceased that this Defendant is by law Accountable and subject to the Persons who Lawfully lay Claim or may have any Interest in the Deceased Estate to be Called upon to render a full and just Account of her Administration and this Defendant is Ready to all times on her Corporal Oath to declare to this Honourable Court when Required a full and just Inventory of the Estates and Effects of her said late Mother Sarah Phillips as also to pay such Legall Demand on the said Estate as in equity and good Conscience to this Honourable Court shall seem Meet

This Defendant Lastly saith that she is Ready to support and prove the true Intent and Meaning of the Latter part of her Honored Parent Remarks to this Defendants Answer to the Replicants Bill of Complaint

That the Said Articles are Just and true and can no ways be Altered Annuled or Made Voyd
Expence to the Estate of the said Sumbo Phillips Deceased —
And this Defendant Saith save and by her said answer She has
already said and does and will aver all and every the Matters and things to be true
as the same are therein and thereby Alledged and set forth —

Wm Bishop
Attorney for the Defendant

This Indenture Tripliccate Made between George Tipping
of the Town of Calcutta of the first part and Edward Roach of the said Town of
Calcutta Gentleman of the Second part and Catherine Thomson Spinster Daughter
to John Thomson deceased late before of the said Town of Calcutta of the third part
Witnesseth that the said George Tipping for and in consideration of a Marriage intended
and by Gods permission shortly to be had and Solemnized between the said George Tipping
and Catherine Thomson And as a sum of three thousand rupees to be had and
portion with her the said Catherine Thomson And to be received by him the said George
Tipping &c and Immediately after the Marriage of him the said George Tipping with
her the said Catherine Thomson And two houses situated within this said Town of
Calcutta that did belong to him the said John Thomson deceased Father to her the
said Catherine Thomson Or any thing or things else that is known or can be made
out that did Belong or appertained to her deceased Father John Thomson Either
real or personall Either by title Or by Reversion or otherwise to become the whole and
sole property of him the said George Tipping in Right of the Inheritance and on account
of his Intended wife Catherine Thomson And for that a competent Sum to be
the said Marriage shall take Effect and for the settling and assuring the Money
hereafter Named and Mentioned to and for the several purposes uses and Intents
herein hereafter declared and Limited pursuant to the agreement made upon this
Contract of the said Intended Marriage The said George Tipping hath granted
Bargained released confirmed and Settled and by these presents doth Make over grant
and release unto her the said Catherine Thomson the just and full Sum of Two
Thousand Current Rupees to be immediately paid over unto him the aforesaid
Edward Roach or unto his Assigns as soon and forthwith as The said George
Tipping shall receive any Money that is in the Honble East India
Companys hands and to be entrusted and in the case of him the said Edward
Roach Use from all incumbrances Demands not in any wise to be able or subject
to or for any Debts dues or demands or in any Manner of wise to be in the

power

power of him the said George Sippingg or in the power of his Executors Administrators or Assigns for the use and behoof of him the said George Sippingg till the Marriage between him the said George Sippingg and Catherine Thomson has Intended Wife shall be had and solemnized And from and after the Solemnization of the said Marriage for and during the Term of her Natural Life without Impeachment of Waste and in trust to preserve and to support the contingent Uses and purposes hereinafter mentioned And for that Use and purpose to make Entry and to bring Actions as their Case shall Require or need be to receive the Rents and Profits thereof and to permit the said Catherine Thomson or her Assigns to receive and to take the Interest and Profit thereof to her proper use and benefit during her the said Catherine Thomson's Natural Life But in case it should happen that the said George Sippingg shall departing this Life before the said Intended wife Catherine Thomson And for her Jointure aforesaid Edward Roach his Heirs and Assigns for the use and behoof of him the said George Sippingg till the Marriage between him the said George Sippingg and Catherine Thomson has Intended Wife shall be had and solemnized And from and after the Solemnization of the said Marriage for and during the Term of her Natural Life without Impeachment of Waste and in trust to preserve and to support the contingent Uses and purposes hereinafter mentioned And for that Use and purpose to make Entry and to bring Actions as their Case shall Require or need be to receive the Rents and Profits thereof and to permit the said Catherine Thomson or her Assigns to receive and to take the Interest and Profit thereof to her proper use and benefit during her the said Catherine Thomson's Natural Life But in case it should happen that the said George Sippingg shall departing this Life before the said Intended wife Catherine Thomson And for her Jointure aforesaid Edward Roach his Heirs and Assigns shall and will from time to time and at all times after the Decease of the said George Sippingg pay unto the said Catherine Thomson or her Assigns the Yearly Sum of Two Hundred current Rupees And in case the said Edward Roach his Heirs or Assigns shall neglect or refuse to pay the said Yearly Sum of Two Hundred current Rupees unto the said Catherine Thomson or her Assigns for the space of Twenty one days next after the same ought to be paid as aforesaid that then and from thenceforth it shall and may be lawful to and for the said Catherine Thomson her Executors Administrators or Assigns into and upon all and singular the Messuages Lands Tenements and Hereditaments whatsoever of him the said Edward Roach his Heirs or Assigns in the whole or in part thereof to enter and distrain and the Distress and Distresses there found to take lead drive carry away and impound and the same to keep detain and withhold until the said Yearly Sum of Two Hundred current Rupees and all Arrears thereof which shall be behind and unpaid as aforesaid together with all Costs and Charges occasioned by such Distress shall be fully paid and satisfied And in case the said Edward Roach his Heirs or Assigns shall neglect or refuse to pay the said Yearly Sum of Two Hundred current Rupees unto the said Catherine Thomson or her Assigns for the space of Twenty one days next after the same ought to be paid as aforesaid that then and from thenceforth it shall and may be lawful to and for the said Catherine Thomson her Executors Administrators or Assigns into and upon all and singular the Messuages Lands Tenements and Hereditaments whatsoever of him the said Edward Roach his Heirs or Assigns in the whole or in part thereof to enter and distrain and the Distress and Distresses there found to take lead drive carry away and impound and the same to keep detain and withhold until the said Yearly Sum of Two Hundred current Rupees and all Arrears thereof which shall be behind and unpaid as aforesaid together with all Costs and Charges occasioned by such Distress shall be fully paid and satisfied And it is agreed and declared by and between the said Parties to these Presents that in case the said George Sippingg shall happen to depart this Life and leave Issue lawfully Begotten by him on the Body of her the said Intended wife Catherine Thomson and if more than one that then and such case and after the Decease of her the said Intended Wife Catherine Thomson that Edward Roach his Heirs Assigns shall and do well and truly pay or cause to be paid unto such child or Children respectively at his or their respective ages of Twenty one years or Day of their Marriage their several portions following That is to say if there shall happen to be but one such child that then such one child shall have the aforesaid two thousand Rupees to his own proper use and benefit But if there shall be more than one such child then the aforesaid two thousand Rupees to be equally divided amongst such Children share and share alike of the aforesaid two thousand Rupees And in case of the Death of either of the Children their proportions shall devolve and become payable to the survivor or survivors of them to be paid by him the said Edward Roach or by his Assigns at the day of their arrival at the age of 21 Years of age or at the day of their Marriage which shall happen first And if no more than one Child then the whole two thousand Rupees to be for that one Child lawfully Begotten on the Body of her the said intended wife Catherine Thomson by the said Edward Roach allowing and paying such Child or Children the annual and Common Interest of the Place for his him or their support

And

But in case that neither or none of the said Children shall Live to the age of twenty one years of Age or to be married then and in either of the said Cases shall determine and become Void Provided Always that if the said George Tipping and his intended wife shall happen to Dye intestate & without Issue that the said two thousand Current Rupees shall devolve unto his Hon. Mother Lenox Phillips and unto his Sister Mary Tipping Spencer both now of the Town Madras In Witness whereof I hereunto set my hand and Seal in Calcutta the 25th day of May and in the year of our Lord one thousand seven hundred and fifty Nine And in the Thirty Second Year of the reign of his most Gracious Majesty Lord George the Second King of Great Britain &c &c &c

Signed Sealed & Delivered
Where no Stampt paper is to be Had
In the presence of
C. Manadle
Peter Connor

George Tipping (Seal)

I William Magee Notary Publick dwelling and Practicing in Calcutta by lawfull Authority admitted and Sworn do hereby Certifie and Attest a foregoing writing to be a true Copy carefully Collated by me with the Original Instrument which was exhibited to me for that Purpose

In Faith and Testimony whereof I have hereunto set my hand & Seal of Office in Calcutta this 4th day of October 1762

L.S

Wm Magee
Not. Publick

1762

This is to Certify that Mr. George Tipping at his last Departure for Madras did leave in my hands the Sum of five hundred Current Rupees (Cur. 500) being the Ballance of his Account Current Settled with me for the use and support of his Wife Catharine Tipping and to the best of My knowledge know of no other Sum or Sums of Money he left in Bengal neither was he possessed of any other Money but what he Received of Me from time to time for his Expences out of the Marriage Portion of his said Wife. Witness my hand in Calcutta this 20th day of September 1762.

Edward Rock

1844.

Mayors Court at
Madraspatanam

Between Gowan Harrop and Catherine
his Wife Complainants and Mary Tepping
Defendant

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

Hendrick Smith of Madras Inhabitant Aged 65 Years or thereabouts being produced
as a Witness in this Cause on the part of the Defendant was on the 12th day of March 1764
sworn at the Office of Mr Archdale Palmer Attorney for the Complainants by Conapah
who left 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 followeth

1 To the first Interrogatory this Deponent saith he has known the Complainant Mouth
since deceased Mary Tepping 8 or 9 Years or thereabouts

2 To the second Interrogatory this Deponent saith there was a dispute between Gowan
Harrop and Mary Tepping on Account of the Estate which was left by the Defendants
mother Lucia Phillips Gowan Harrop claiming on behalf of his Wife Catherine
Harrop late widow to George Tepping one half of the Estate and Mary Tepping
says that her Brother died without leaving any lawful Issue, but that she is
willing to give one third of the Estate to her Brothers Widow which Gowan Harrop
not content with has put her into Court further this Deponent deposeth there
is now living a boy which George Tepping had by a Girl in his Mothers house
and for which boy Mary Tepping since her Mothers decease has Drawn upon this
Deponent 8 Months who has the Money of the Estate in his hands) two Pagodas
and a half for the subsistence, and more this Deponent saith not to this or to the
last Interrogatorys

Hendrick Smith

Richard Latham
Examiner

Mayors Court at
Madraspatanam

Between Gowan Harrop and
his Wife Complainant and Mary
Tepping Defendant

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

Sheevanah of Madras Coniopply Aged 60 Years or thereabouts, being produced
as a Witness in this Cause on the part of the Defendant was on the 12th day of
March

Mr Richd Gowan Harrop and
Catherine Harrop the Wife Complainants
and Mary Tipping Defendant

Depositions of Witness taken on their Cause duly and before the Commissioners
in their Court as followeth viz.

Matthew of Madras Portuguese Aged 28 Years or thereabouts being produced as a
Witness in this Cause on the part of the Defendant sworn the 12th day of March 1764
before the Office of Mr Archdale Palmer Attorney for the Complainants by
Comprah who Cafila Rob of the Name Title and Place of abode of the
Deponent and afterwards on the same day being sworn and Examined deposeth
as followeth viz.

1st To the first Interrogatory this Deponent saith he is not acquainted with the
Complainants but that he has known the Defendant for four or five years

2d To the third Interrogatory this Deponent saith he is a Servant to and does live
Phillips mother to the Defendant Mary that he was Regularly sent or went as
Servant but has no more this Deponent further deposeth after the Defen-
dants mother Anne Phillips died he did not live any more with the said
Phillips on account of which Deponent further knows nothing

Hendrick Smith signed to this Deposition

4th To the fourth Interrogatory this Deponent saith he did know the late Mother and
Brother to the Defendant that the Defendants mother to the best of his remembrance
died more than four Years ago also that the Defendants Brother had a Child
whose reputed mother was a Black Girl belonging to the Defendants mother
which child was brought up and nourished by Mr Anne Phillips more
this Deponent saith, whom the Defendants Brother by name George Tipping
was going from hence to Bengal he told this Deponent to take care of the child
whom he was ordered to make known to his Mother, and he would bring
him up and further this Deponent saith not to this or to the
last Interrogatory

Richard Lathom

Examined

Harper's Court at
Madraspatnam

Between Gowan Harrop and
Catherine Harrop the Wife Complainants
and Mary Tipping Defendant

Depositions of Witness taken on their Cause duly and before the Commissioners
in their Court as followeth viz.

Matthew of Madras Portuguese Aged 28 Years or thereabouts being produced as a
Witness in this Cause on the part of the Defendant sworn the 12th day of March 1764
before the Office of Mr Archdale Palmer Attorney for the Complainants by
Comprah who Cafila Rob of the Name Title and Place of abode of the
Deponent and afterwards on the same day being sworn and Examined deposeth

As to the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 16 Years or thereabouts.

As to the fourth Interrogatory this Deponent saith he did know the late Mother and Brother of the Defendant that the Defendants Mother to the best of his recollection died about five years ago also that the Defendants Brother had a Child by a Slave Girl in his Mothers house which Child was brought up and educated by Mrs. Susanna Phillips mother to the Defendant, and more this Deponent saith not to this or to the last Interrogatory.

Richard Pattison

The mark + of Mathews

(Interpreter)

Mayors Court at Madraspatnam

Tuesday the 23 day of April Anno Domini 1765

Present

George Baker Esquire. Mayor
Thomas Bowrey — Edward Rastow
Anthony Sadleir — Aldermen.

Between Susanna Mayor on behalf of herself and Catharine Mayor her late Widow and Administratrix to the Estate of George Lyppeng deceased both of Calcutta in the Kingdom of Bengall by their Attorney John de Frese of Madras Merchant Complainants and Mary Lippeng of Madras Spinster and Administratrix to the Estate of her Mother Susan Phillips deceased Defendant.

Mayor Court

L.S.

This Cause coming on to be heard and debated this day in the presence of the Complainants Counsel learned in the Law and of the Attorneys on both sides on Reading the Complainants Bill, the Defendants Answer and the Several Counter Answers, the Replications, the Rejoinder, Two Exhibits on the part

227

part of the Lieutenants Shee Intrenga hees and Pagodees on the Body the Defendant Dow having the Pleadings made use for the Defence and my Cross Examination had Shewn Appearing to the Court that the Complainants have a Right to demand a Moity of the Estate of Seeva Pillay deceased, This Court doth therefore thinck fit to Order and Decree and doth accordingly Order and Decree that the Defendant doth pay unto the Complainants the Moity of the said Estate deducting therefrom the several Sums Charged in the Account Current annexed to the Defendants Answer except the two Pagodas for the Copy of the Contract and the Sum of Forty two Pagodas and twenty one fanams (Pagodas 42.21) paid to the Bondsmen which the Court think ought not to be allowed with Regard to The Sum of One hundred and Forty five Pagodas (Pagodas 145) Charges for their Maintenance of the Child of George Lipping the Court are of opinion that the same should not have been Brought into the Account of the Estate of the said deceased, And as the Defendant could have no Reason for Litigating this Suit, It is further Ordered and Decreed that the Costs of Suit shall be paid by the Defendants.

Flur

Read and filed
16 April 1763

To the Honble the Mayors Court
at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator The Revd Padre Amadeo that Whereas Veeragavah Mordaliar of Madrass Inhabitant Stands Indebted to your Orator in the Sum of Two hundred and fifty Pagodas Making in Sterling money of Great Britain at the Rate of Eight Shillings per Every Pagoda One hundred Pounds as will more fully Appear upon Obligation Ready to be produced And whereas your Orator hath frequently and in Amicable Manner Demanded Payment

Yet now so it is may it please this Honourable Court the said Veeragavah Mordaliar delinately and wilfully refuses to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Genl Relief according to this Honourable Court shall appear agreable to Equity and good Conscience To the End therefore that the said Veeragavah Mordaliar may upon his Corporal Oath & true and Perfect Answer Make to all and Singular the Matters and things herein before alledged and set forth as truely fully and Effectually to all Intents and Purposes as if the same was here again repeated and Interrogated and he Decreed to pay unto your

Orator

Orator the said Sum of Two hundred and fifty Pagodas Together with all such Interest as now is or hereafter shall become due thereon also all Costs of this Suit

Prays that please this Honble Court to Cause the said Defendt to be Summoned and Peguard by the Sheriff of Fort St George Town of Madraspatnam and Restrain'd thereof personally to be and appear 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 and further to Stand to and abide such Order and Decree as to this Honble Court Shall seem Meet

Archdall Palmer
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 30th day of April Anno Domini 1765

Present
George Baker Esquire Mayor
Claud Russell ——— Peter Marietta
Thomas Powney ——— Edward Rawlins
Anthony Sadlier ——— Reynold Adams
Aldermen

L.S

Between Rev Padre Arnaboon Complainant and Veraguava Moodaliar of Madras Inhabitant Defendant

Mayors Court

The defendant being in Court and acknowledging the justness of the Complainants demand This 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 Two hundred and fifty Pagodas Pagodas 250 Together with such Interest as now is or shall hereafter become due thereon until full Payment is made according to the Tenor of the Obligation and for also all Costs of this Suit

By Order

Endorsed filed
7th March 1785

To the Honble the Governor
Council of Madrespatnam

Humbly Complaineth Showeth unto this Honble
Court your Orator Johannas Peter Paperon of Vepery Inhabitant That Cutta
Pully Sangry of Madrafs aforesaid Inhabitant and now to the Cutch of Cutta Pully
Ranga Say Deceased, stands indebted to your Orator in the full and just sum
of one hundred and seventeen Pagodas Current money of Madrafs reckoning in
Sterling money of Great Britain according every Pagoda Eight Shillings
the Sum of Forty six pounds, and eighteen Shillings & Remains owing upon
a Mortgage Obligation, given to Ranga Nack the Twenty fifth day of January
which was in the Year of our Lord one thousand seven hundred and fifty nine
which said Mortgage Obligation was Transferred and Assigned over unto your
Orator for the sum of one Hundred Pagodas, by the said Ranga Nack as will
more fully and at large appear by a Transfer and a Translate of the said Obligation
hereunto annexed, for the inspection of this Honble Court and to which your
Orator most humbly refers, and prays the same may be admitted as part of this
your Orators Bill of Complaint

Your Orator further sheweth unto this Honble Court
that he hath frequently and in an amicable Manner requested Payment from the
said Cutta Pully Sangry of the said Sum of one hundred and seventeen Pagodas

But now so it is may it please this Honble Court the
said Cutta Pully Sangry absolutely and wilfully refuses to give your Orator any
manner of Satisfaction touching the Premises Your Orator prays a general relief such as
to this Honble Court shall appear agreeable to equity and good conscience, To the end
therefore that the said Cutta Pully Sangry may upon his corporal Oath true
perfect answer make to all and singular the matters and things herein before alledged
and set forth as fully truly and effectually to all intents and purposes as if the same
were here again repeated and interrogated and he Decree to Payunto your Orator
the aforesaid Sum of one hundred and seventeen Pagodas with the Interest that
shall on may be due thereon also all Costs of this Suit

May it please this Honble Court hereupon the said Cutta
Pully Sangry, to be summoned and required by the Sheriffs Peshcar Peons &
Madarspatnam, and distress Warrt Personally to be and appear before this Honble
Court at certain time, and place to be by this Honble Court limited and appointed then
and there, to answer the your Orators Bill of Complaint and further to do and receive
such order, and Decree, therein as to this Honble Court shall seem Meet

Williams Cranmer
Attorney for the Complainant

Madras the 25th January 1759.

Cutla Bathee Chetty Ranga Soy do hereby acknowledge to have given the Mortgage Obligation to Poupa Naick the Son of Moodu Naick, and I do hereby acknowledge to have Borrowed and Received from him the said Poupa Naick, the full and just sum of one hundred and seventeen Pagodas Current Money of Madras ¶ which I and my Executors promise to pay him the said Poupa Naick, with the interest of nine ℔ Cent ℔ Annum on demand and for the Security of the said Sum, I have mortgaged to him the said Poupa Naick Calw Puchanaka Obligation. Witness, Rudra Coetty Comrapah, Mudeliar and Narala Mookallo Chetty Known by Moodu

(Signed)

Cutla Bathee Ranga Soy

(A True Translate as near as can be from the Original, Malabar, by Conicopah Sworn Interpreter.

William Cranwell
Attorney for the Complainant

Know all Men by these presents that I Poupa Naick of Madras inhabitant in consideration of a Note of hand of Johanna Peter Pajamier of St Thome inhabitant for the sum of One hundred Pagodas Current Money to me in hand before the sealing hereof well and truly paid at or before the ensealing and delivery hereof the receipt whereof I do hereby acknowledge do hereby assign and set over unto the said Joannes Pajamier to his own proper use, without any Account to be given for the same, the sum of one hundred and seventeen Pagodas and all my Estate right Title interest upon or by virtue of the above mentioned Obligation given under the hand of Cutla Bathee Ranga Soy late of Madras inhabitant and all my right Title interest and demand in and to the same and do give and grant unto the said Johannes Peter Pajamier full power and Authority to demand and receive the same to his own use and upon Receipt thereof to give Discharges for the same or any part thereof and I the said Poupa Naick do hereby covenant and agree to and with the said Johannes Peter Pajamier that the said Sum of one hundred and seventeen Pagodas so justly due and owing to me by Cutla Tetty Soogry Heir to the Estate of the said Cutla Bathee Ranga Soy deceased and that I have not Received the same or any part thereof. In Witness whereof I have hereunto set my hand in Madras this sixteenth day of March in the Year of our Lord one thousand seven hundred and sixty five.

Signed in the presence
of

232.

Mayors Court at Madrespatnam } Tuesday the 3d Sept. 1765

Present

George Baker Esqre. Mayor
Claud Russell ——— Peter Mariette
Thomas Powney ——— Edward Saunders
Anthony Sadlier ——— N. Reynolds Adams

Aldermen

Between Johanna Peter Pillay wife of St Thome Inhabitant Complainant and Calla Tully Sangay of Madras inhabitant and Heir to the Estate of Calla Bathu Ranga Soy Deceased Defendant

It appearing by the Records of this Court that the defendant has been served with the usual Rules to Answer the Complainants Bill but wilfully and obstinately Refusing so to do This Court doth therefore thereby for Order and Decree and do it accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and seventeen Pagodas & Seven Star 117 ½ together with such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Flour

Filed 8th August
Paid 9 Dittos } 1763

To the Honorable the Mayors Court at Madrespatnam

Humbly Complaining Shows to this Honorable Court Your Orator Peter Pillay wife of Madras Inhabitant Complainant Captain of Foot in the Honorable Company's Service by his Attorney James Hay of Madras

Madras aforesaid Merchant For that Whereas one Chundamoodelly of Chengalpet Merchant by his Obligation bearing date the twelfth day of July in the Year of our Lord One thousand seven hundred and Sixty two became indebted unto your Orator in the Sum of Five hundred Pagodas and which said Obligation became due the twelfth day of December in the same Year Your Orator further shews that on or about the thirtieth day of June one thousand seven hundred and sixty three the said Chundamoodelly paid the Sum of one hundred and fifty Pagodas in part of the said Sum so that there remains now due and owing unto your Orator the Sum of three hundred and fifty Pagodas which after the rate of Eight Shillings for every Pagoda will amount to the Sum of one hundred and twenty Pounds of Lawful money of Great Britain as by a translate of the said Obligation hereunto annexed more fully appears

And Whereas Your Orator hath frequently and in an amicable manner demanded Payment of the said Sum so remaining together with the interest of the original sum and remainder But now so it is and may it please this Honorable Court the said Chundamoodelly refuses to give your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief such as this Honorable Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Chundamoodelly may upon his Corporal Oath true and perfect Answer make to all Singular the Matters and things herein before alledged and set forth as fully truly perfectly and Effectually as if the same were here again repeated and interrogated and that the said Chundamoodelly may be decreed to pay unto your Orator the aforesaid Sum of three hundred and fifty Pagodas together with all Interest due on the Principal and remainder as now is or may hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court because the said Chundamoodelly is to be summoned and required by the Sheriff of Fort St. George and the Town of Madrapatnam and the districts of or belonging to the same personally to be and appear in this Honorable Court thereon to be Examined and answered and then and there to Answer the Premises and further to stand bound abide such Order and Decree as this Honorable Court shall seem Meet

Chas Brownlow
Attorney for the Complainant

8th August 1763

Sworn between the days of Adjournment that the Defendant is about leaving the Jurisdiction of the Court Sets Summons returnable forthwith and Warrant of Arrest issue

John Brohier
Mayor

July ith 1762

I Chundamondilly would pray for Mr Hunt at Tranquebar to duely Acknowledge to have borrowed and received from the Readers of Chingleput Mr Dalls the Sum of three Hundred Star Pagodas payable with Interest after the rate of three Pagodas p Cent p Mensem and which will become due the twelfth day of December 1762 drawn by Gangadeen Vithoja Wanchatarow Kistnamagere Seshan Ramah Reddy and Appidi

(Chundamondilly)

I Moses Isaac Interpreter do make Oath that I have truly Interpreted the Contents of the above Petition to the Petitioner

Sworn Interpreter

Cha Hornby
Attorney for the Complainant

Read and filed
the 20th September 1762

The Answer of Chundamondilly formerly of Chingleput now residing at Madras Merchant the Defendant to the Bill of Complaint of Charles Dall formerly of Madras Merchant but now residing at Chingleput Gentleman Exhibited in the Court of Chancery on the Coast of Coromandel Before the Honble the Chief Justice Lawrence Esqr and Others his Majesty's Justices assigned to hold Pleas in the Court of Chancery on the Coast aforesaid

The Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit to Exceptions to the many Errors Imbecilities and Uncertainties in the said Bill contained for Answer thereunto or unto so much thereof as the Defendant is advised by Counsel he is material to make answer unto he this Defendant Answereth and saith that he never Contracted or Entered into any Sum or Sums of Money with Leave of the Complainant and the Defendant saith he did not Indebted unto the Complainant

The Defendant saith that he admits to have Credited on Account to Pursuchetum a Debt to the Complainant which was discharged by

This Defendant saith was Obtained by the Compulsion of the said Vencatachelum and this Defendant saith that he was not Certain at that time in whose favour the same was so drawn Neither was this Defendant Acquainted thereon the while the day that he was Arrested by Vertue of a Precept Issued out of this Honourable Court at the Instance of the Complainant.

This Defendant saith that the said Vencatachelum Caluchd from him the Sum of One Hundred and Fifty Seven Pagodas to discharge part of the said Obligation as forcibly Obtained as aforesaid and this Defendant saith that he doth not admit that there now Remains due on the said Obligation the Sum of three hundred and Forty three Pagodas or any Sum or Sums of Money whatever but on the Contrary this Defendant saith that the said Vencatachelum is indebted to this Complainant is Indebted to him by Fraudly taking away from here four Bullocks the property of this Defendant in the Sum of Twenty Pagodas as also for five hundred Cullum of Paddy or thereabouts unwarrantably forced by the said Vencatachelum in further Sum of three hundred and Fifty Pagodas or thereabouts which this Defendant in due time by Good and Sufficient Evidence will make appear before this Honourable Court and the Course of this Defendants Pleas.

This Defendant saith not admit that either the Complainant or his Attorney for him at any time demanded Payment in an Amicable Manner of the said Sum of Three hundred and fifty Pagodas said by the Complainant in his said Bill to Remain due on the said Obligation or any other Sum or Sums of money whatever And this Defendant prays the Attention of this Honourable Court to Illustrate the many Illegall and unlawfully measure taken by the said Vencatachelum in dutch to the Complainant against this Defendant.

This Defendant humbly begs leave to set forth that he this Defendant never had any dealings with the Complainant or Ever Borrowed any Sum or Sums of Money of him whatever this Defendant saith that his Brother Coppana Mondalier was Indebted to the said Vencatachelum in dutch to the Complainant in the Sum of Two Thousand Pagodas for which Sum this Defendant became Bail and Sanctioned some time afterwards discharges the same with the Interest thereon to the said Vencatachelum which this Defendants Brother Coppana Mondaliar had Borrowed of the said Vencatachelum whereby this Defendant humbly Presumes the said Debt was fully and Amply discharged.

This Defendant saith not long after he had discharged his said Brother Coppana Mondaliars said Debt to the said Vencatachelum of Two thousand Pagodas he the said Vencatachelum sent a Guard of Seapoys to the Dwelling House of this Defendant who Compelled this Defendant out of his House by force of Arms and made him a Prisoner and Carried him to Chingleput where this Defendant Remaines Close Confined by the direction of the said Vencatachelum for the

Space

Space of Twenty four days and Order Dated the 28th June last Past
did Direct and Order the Defendant to Pay the Sum of Four hundred
and Ten Pagodas with Interest thereon at the Rate of Twelve
Pagodas per Cent per Annum from the Date of the said Order
the said Sum of Four hundred and Ten Pagodas with Interest
thereon at the Rate aforesaid and Costs of Suit to the Complainant
and the Defendant further Ordered that the said Venkatachelum after the Expiration of
the said Space of five days by the Help of Corpus Citizens should and Compelled the
Defendant to Set upon the Ground and Bear the Weight of a Heavy Burthen of
Stones upon each Shoulder which Burthen with Repeated Threats and Menaces the said
Venkatachelum told the Defendant should not be taken off the Shoulders until the
Defendant Signed the Bond thereinbefore by the said Venkatachelum for the Sum
of Pagodas four hundred which the Defendant saith was the Occasion of the
said Unwarrantable which the Defendant at the same time declared to the said
Venkatachelum Yet Nevertheless by the Many oppressions Inflicted on the Defendant
by the said Venkatachelum in Order to be Released out of the Hands of so Many
Lo[illegible] a Man the Defendant did give an Obligation for the said Sum of Four hundred
Pagodas unto the said Venkatachelum —

This Defendant saith some time after he was released from
his Confinement the said Venkatachelum sent a Guard of Sepoys to this Defendant and
again Illegal Confined him and by Unlawfull means did Compulsion Extorted from the
Defendant to execute a Deed of Mortgage the Sum of One hundred Fifty three Pagodas
and the said Venkatachelum kept the Servants of this Defendant to the Amount of Two
Hundred Pagodas to defray the said Sum —

This Defendant saith the said Venkatachelum unjustly Seized
from this Defendant many Head of Cattle as also a Large Amount of Paddy the
Produce and Property of this Defendant Seized out of four Villages belonging to this
Defendant and by force and Violence Conveyed this Defendant a Prisoner from the
Country Round Aravacoor to Chingleput where this Defendant remained as
Confined untill such time that the said Venkatachelum did Compulsively
obtained of this Defendant a Mortgage Obligation on the said Cattle which Deed
now Remains and is in the hands and Possession of the said Venkatachelum —

This Defendant saith Ready to prove and Support the
true State and Case of this Defendant and the Cruelty of the said Answer to the
Complainants Bill of Complaint and that he prays the Assistance of this Honorable
Court to Compell the said Venkatachelum to deliver up to this Defendant the
Respective Cadjans and Accounts of this Defendant now fraudulently withheld
from this Defendant by the Oppressive means of the said Venkatachelum the
Defendt to the Complainant together with the said Mortgage Bond for the Cattle
aforesaid —

All which and Things this Defendant
is Ready to Aver Maintain Support and prove as this Honorable Court
shall

shall dared and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained.

William Bishop Jr
Attorney for the Defendant

Chundamandilly appeared before me and made oath to the Said answer herein Contained
Madras 26 September 1763.
John Brohier
Mayor

Read and filed
27th September 1763

The Replication of Charles Tod by James Ray his Attorney Complainant to the Answer of Chundamandilly Defendant.

This Replicant now and at all times saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and insufficiences in the Defendants Answer contained For Replication thereunto saith that all and singular the matters and things in this Replicants Bill are true as the same are therein alledged and that the Answer to the said Bill is very untrue imperfect and insufficient in the Law to be replyed unto And this Replicant further saith that he will not foreload to take up the time and attention of this Honorable Court with a Replication to all the particulars of the Defendants long Answer in which he has artfully endeavoured to mix drawn forth the Matter of Fact or hid in the Replicants Bill of Complaint but expects before the Court a Narrative of Proceedings between the Defendant and the Complainant Debash of which this Replicant professes himself entirely ignorant and by which this honorable Court will perceive it to be rather an invective against the said Debash than a proper Answer to this Replicants Bill of Complaint And this Replicant further begs leave to insert and which he prays may be taken as part of this his Replication that all Bonds of what Nature soever and Notes of hand at all times and Especially amongst connexion People have been and are held as sacred property and this Replicant of Course when he lent the Money to the Defendant thought nothing further necessary than to have his Bond for the Value duly Executed which was done and the Defendant gave at the same time as a further satisfaction & security an certain Number of Cattle said to be his property in the Chingleput Country which are ready to be produced

138

of required And this Defendant further says leave to Shew that the most material and
dent the only Objection the Defendant has made to this Replicant's Bill of Complaint
is that he was Compelled to sign the Obligation without Value received an Allegation
equally improbable and absurd the Defendant being well known to be too conversant
in transactions of this sort to be imposed upon and of too much influence in the Country
to be compelled to give such Writing Obligatory without some sufficient and adequate
Consideration to him previously given And this Replicant also begs leave to refute
and abrade and deny every Objections that the Defendant may have against the Bill
of Complaint and that he this Replicant may be admitted to prove that the money
in Question was lent by him to the Defendant and a Writing Obligatory as is
mentioned in this Replicants Bill of Complaint fairly and lawfully Executed
as and for a security for the Money so advanced by this Replicant to the Defendant
which Proof this Replicant hopes this Honorable Court will Consider as sufficient
and Satisfactory to Ascertain his property and support his Bill of Complaint
This Replicant respectively submitting to this Honorable Court the hardships it
must know upon this Replicant and others and how Insecure their Property must
become if Transactions and the Conduct of Debtors or persons under any Pecuni-
ary Obligation should be admitted as Pleads to set aside Debts fairly Executed for Value
received and which all People of what Degree soever regard and observe bona fide as their
unquestionable and indeed only security This Replicant therefore prays this honorable
Court that the Defendants Answer may be set aside as insufficient and of no import
in Effect to the matter of Fact set forth in this Replicants Bill of Complaint and
that he this Replicant may be admitted to the Proof aforementioned

All which matters and things this Replicant is ready will be
ready to aver maintain and prove as this honorable Court shall award and humbly

prays as in duty bound by his said Counsel

Charles Brandley
Attorney for the Replicant

Read and filed
22d November 1763

Rejoinder of Chandler Edge of
Chingleput Merchant to the Replication
of Charles Field late of Madrass but now
of Chingleput Captain of Foot in the
Honorable Company's service by his
Attorney Lewis Ray of Madrass aforesaid
Merchant

Recorded

Reserving to himself All and all Manner of benefit to Exception to the Many Errors Uncertainties and Imperfections in the said Replication Contained for Rejoinder thereunto saith that the Defendants Answer Contains true and Sufficient in the Law to be Replyed unto and this Defendant further Saith that the Several matters and things set forth in the said Replication are in many Respects Erroneous Untrue and Imperfect which this Defendant not will Produce Sufficient proof of And this Defendant Saith save and by his said Answer he hath All ready said and do and will aver all and Every Matter and things therein Contained to be true as the same are therein Alledged and Set forth.

William Bishop
Attorney for the Defendant

Interrogatories to be Exhibited to such Witnesses as shall be produced Sworn and Examined in a certain cause depending and at Issue in the Court of Madraspatnam wherein Charles Tod by his Attorney James Hay is Complainant and Thomas Woodally is Defendant on the part and behalf of the said Complainant as follows.

Interrog. 1st Do you know the parties Complainant and Defendant or any and which of them, and how long have you known them or any and which of them? Declare the Truth and your knowledge therein.

2d Did you see the Cadjan Writing Obligatory now produced and shewn to you at this the time of your Examination Signed and Delivered and by whom? and whether is your Name, and the Name or Names of the other Person or Persons set as Witnesses thereto, of your and their respective hand Writing did the Defendant by himself or any other person make Application to the Complainant to Advance and Lend him any Sum or Sums of Money? or have you heard the said Defendant Acknowledge or declare any thing and what concerning the Money due or the Consideration for which the said Cadjan Writing was given? Declare all you know or have been credibly informed and believe concerning the same, with the reasons and Circumstances that induce your belief.

3d Do you know of any Compulsive means made use of at the time the Cadjan Writing was Signed or do you know or ever heard of any Complaint alledged by the Complainant or his Servants for any Violence or Extortion imposed or made use of to entice or take any Person or Persons during their residence at Chingleput or in any other Place or Places Declare all you know.

Do you

1790

Interrogs

1st Do you know or have you had any Account or Accounts Concerning Dealings and Transactions between the Complainant and Richard Vandenbrook since the Defendant left you if what Nature or Kind are the said Accounts or Account were they ever Examined and Adjusted between the Complainant and the Defendant if so when and in what manner was they Adjusted and by whom were they Attested and what Ballance were they Adjusted at and which of the parties Debtor to the best of your Remembrance or Belief

5th Do you know of any other Matter or Thing that may Lead to the benefit and Advantage of the Complainant in the Cause if you declare the same as fully as if you had been thereunto particularly interrogated

Mayors Court at
Madeira

Between Charles Ford by his Attorney
James Hay Complainant and Richard Vandenbrooke
Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as follows viz

Deponent William Hudson Duke Aged 37 Years or thereabouts being produced as a Witness on this Cause in the part of the Complainant was on the 9th day of February 1790 sworn at the Office of Mr William Barker Attorney for the Defendant by Compa who left 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

To the first Interrogatory this Deponent saith he doth know the Complainant 4 Years and the Defendant 10 Years or thereabouts

To the second Interrogatory this Deponent saith he did see the Endorsement Writing Obligatory now produced and shown to him, signed and delivered by Richard Vandenbrooke and Witnessed by Bruin Ballore Catchea, and Otto Ramm Kelly, whose names are Mentioned on the Back of the Writing by Endorsement Concerning to the Defendant who drew out the Obligatory as the usual manner in the Country to Deponent that the Defendant did come himself to the Deponent who managed Captain Charles Fords affairs, for to settle the Accounts subsisting between him and the Complainant, from which settlement made there remained a Ballance due from the Defendant to the Complainant of five hundred Pagodas, for which sum the Defendant at that time, and being able

to grayd & did shew this Deponent Assignment of Capt Charles Ord to accept of the above Mentioned Obligation Writing, pay able by him soone the date thereof in five months at the expiration of which time, this deponent sot for the Defendant to demand the money on Capt Charles Ords name, the Defendant told him he was not then able to fulfill his engagment but would give us a security for the debt, some Cows and Negroes which he made use the Complainant in a Writing witnessed by Negalinga Pulla, and Channaveddy for seizing them Slaves to be sold, if he did not pay his debt in two Months from the date of it and lodged the Negroes in this Deponents hands, when the time of this Writing was expired the Defendant and his Mother came to this Deponent, and desired he would speak to the Complainant not to sell the Cows, which would entirely ruine them, but to have a little patience, and the Defendant would pay him in two or three Months the Defendant at the same time withdrawn his Negroes from this Deponents hands which he sold for one hundred and fifty (150) Pagodas and paid the money on part of his debt

3 To the Third Interrogatory this Deponent saith, he does not know of any compulsory measures made use of to the Defendant at the time of his giving the said Bond or ... Obligatory, but that the Defendant gave it of his own free will, and pattern to desire, moreover that he has never heard of any complaint alledged against the Complainant or any of his Servants for any violence or extortion imposed or made use of to extimidate any persons or persons during their residence at Chingleput no further than when the Defendants time was expired on which he should have paid his money the Complainant sent once or twice two Sepoys to desire the Defendant to ask him why he was not as good as his word and to reprimand him for the breaking of it there not being back again, and more this Deponent saith not to this or to the last Interrogatory

Richard Lathom

Examined

Mayor's Court at Madraspatnam

Between Charles Ord by his Attorney James May Complainant and Chundamaddy Defendant

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

Nagalingum of Chingleput Pollegar Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12 day of February 1764 sworn at the Office of Mr Willcox Bishop Attorney for the Defendant by Cona pah who left Roote of the same Caste and Place of Above

[illegible]

[illegible] the said Deponent was Sworn and Examined upon his
[illegible]
To the first Interrogatory this Deponent saith he has known the Complainant
Ever since the Defendant Twenty Years or thereabouts —
To the second Interrogatory this Deponent saith he knows only that the Defendant
borrowed from Captain Charles Ted five hundred (500) Pounds for which he the Defendant
then gave a Written Obligation, and more this Deponent saith not to the Interrogatory —
To the third Interrogatory this Deponent saith he never heard of any Complaint
alledged against the Complainant or his Servants for any violence or Extortion imposed
or made use of by him towards any Person or Persons during their residence at Charlestown
or on any other place, and more this Deponent doth not to the fourth
and last Interrogatory —

Richard Latham

(Examined)

Before Me

Robert Courtenay
Masters Extraordinary

Between Charles Ted by his Attorney
James Fay Complainant and Chamberlain Ridley
Defendant —

Depositions of Witnesses taken in the Cause by and before the Examiner in
the Court aforesaid —

Examinations of Thomas Pinckard aged 25 Years or thereabouts a Witness
produced on the Part of the Complainant and on the 28th day
of January 1684 Sworn at the Office of the Masters Extraordinary for the
Defendant by Examiner who left 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 —

To the first Interrogatory this Deponent saith he has known the Complainant
for 2 Years and the Defendant 10 Years or thereabouts —

To the second Interrogatory this Deponent saith, he did see the Custom House
Obligation now produced and shown to him signed and delivered by Chamberlain Ridley
which this Deponent Supposeth he heard from the Defendant and for the sum
of five hundred (500) Pounds he the Defendant borrowed from Captain Charles Ted
Another this Deponent saith he was present when Chamberlain Ridley Captain
Charles Ted Pinckard some time after and for the Defendant he saw the
Payment of the said Custom House Bond when the Defendant owed Complainant
Four hundred Pounds the Money for and towards paying for the Defendant
Bond

form gave to Venkatachellum a Mortgage Obligation, to procure he mortgaged his Cattle, as a Security for the five hundred (500) Pagodas to which Mortgage Obligation this Deponent was a Witness who more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith, he doeth not know of any Compulsory means made use of at the time the Cadjan Writing was Signed, nor does he know, or ever heard of any Complaint alledged against the Complainant or any of his Servants for any Violence or Extortion imposed or made use of to intimidate any person or persons, during their residence at Chengalpet, or at any other Place or Places And more this Deponent saith not to this, the fourth, and last Interrogatory —

Richard Lathom

Examined

Mayor's Court of Madras Patamum

Between Charles Ford by his Attorney James Hay Complainant and Chundamaddy Defendant ——

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

Comon Sawmy of Chengalpet Shroff, Aged 21 Years, or Sherabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17th day of February 1764 Sworn at the Office of Mr William Bishop Attorney for the Defendant by Comapeh who left a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same day being sworn was examined, Deposeth as followeth

To the first Interrogatory this Deponent and the Defendant is Years or Sherabouts

To the second Interrogatory this Deponent saith he was present when Venkatachellum Dubash to Capt Charles Ford, sent for Chundamaddy to discharge an Obligation for five hundred (500) Pagodas which he had given to the Complainant when Chundamaddy came he said he had then no money to pay but would give a Mortgage Obligation to mortgage some Bryans and Cattle as a Security for the 500 Pagodas which Mortgage Obligation Venkatachellum accepted of about three or four Months afterwards Venkatachellum again sent a Boy to the Defendant for to demand the Money Chundamaddy then told his Gomasta Nulla Tomby to go to Venkatachellum and tell him to sell the Bryans which he had Mortgaged and deposited in his hands, Venkatachellum accordingly delivered up the Bryans to Nulla Tomby who sold them for One Hundred and fifty seven (157) Pagodas, and paid the Money into

2444

into this Deponents hands on account of the Complainant nor further this Deponent saith not to the first Interrogatory —

2. To the 2nd Interrogatory this Deponent saith he never Sued for any Complaint alledge against the Complainant or his Servants for any violence or extortion unjustly or made use of to intimidate any person or persons soever that ever came or put in any other plea but more this Deponent cannot depose to this the fourth and last Interrogatory —

Richard Sullivan

Examined

Madraspatnam

Between Charles Ld Cochrane Esq. Attorney in fact for Captain Charles Lindsay Complainant and Chandamoodelly Pydanah Defendant —

Depositions of Witnesses taken on the Cause depending before the Examiner in this Court as followeth —

Witnesses on the part of the Complainant were on the 22d Day of February 1768 sworn at the Office of Mr William Dodge Attorney for the defendant by Compre who left a Note of the Name Title and Place of Abode of the said Deponents as hereafter on the Seventh day being sworn was examined upon the interrogatories as followeth —

1. To the first Interrogatory this Deponent saith he is not acquainted with the Complainant but that he has known the Defendant 20 years or thereabouts —

2. To the second Interrogatory this Deponent saith that last Year Capt Charles Lindsays people came to the Defendant at Pallamcore for to demand five hundred of 500 Pagodas which he Chandamoodelly was indebted to the Complainant part of which sum this Deponent heard the Defendant paid how much he cannot say further this Deponent depose th that about twenty days since the Defendant desired him to write a Chit Captain Charles Ld Cochrane both among his Peddy coming on Companions by force of the vessels, promised him twenty five Pagodas this Deponent said he could not come safely for the Peadys he must send, and Consider about them, how both among, and Consideration; and more this Deponent saith not to the third, fourth and last Interrogatory —

Richard Sullivan Examined

Interrogatories to be administered to such Witness as shall be produced sworn and Examined on the part and behalf of Chundamandelly formerly of Chinglepet now residing at Madras Merchant and a Native of India Cause wherein the said Chundamandelly is the Defendant and Charles Ted Lee of Madras Captain of Foot in the Honourable Companys Service by his Attorney Isaac Hay of Madras aforesaid is the Complainant

1st To all the Witnesses In.... Do you know the parties Complainant and Defendant in this Cause or either and which of them. If you know long have you known them or either of them declare

Vadamalla Ra
dakar, Pastrea
Moodeliar

2d.... Do you know or do you not know of any Obligation being Executed by the Defendant the Defendant Executed the said Obligation. If Yes do you or do you not remember the amount of the said Obligation and the Date of the same

Do 3d.... Did or did not the Defendant Execute the said Bond of his own free Will and Consent. If Yes were you or was you not present at that time. If Yes were not any other Person or Persons in Company. If Yes who by Name were such Person or Persons. If Yes at what Place did the Defendant Execute the said Bond

To all the Witnesses 4th.... Do you know or can you say any other Matter or thing Material for the Defendant in this Cause. If so set forth the same as you know have been informed or do believe with the Reason of such your knowledge and Belief

Wellington Bishop
Attorney for the Defendant

Mayors Court at
Madras Fort St George

Deposition of Witness Produced by the Attorney
Isaac Hay Complainant and Chundamandelly
Defendant

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

Vadamalla Mandeliar of Allumaimaur Farmer aged 40 Years or thereabouts being produced as a Witness on this Cause on the part of the Defendant was on the 14th day of February 1761 sworn at the Office of Mr Charles Dawson Attorney for the Complainant by Company who left a Note of the name Title and place of Abode of the said Deponent and after made on the same day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith he does not any thing touching the the Complainant

2146

Richard Latham

Master's Court &c

Mary Spadacene

Between Charles Ford by his Attorney
James May Complainant and Elizabeth Randell
Defendant

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

Hebron Mendelson of Pigeon Town Farmer Aged 25 Years or thereabouts
being produced as a Witness in the Cause on the part of the Defendant was on the
18th day of February 1746 sworn at the Office of Mr Charles Brumley Attorney
for the Complainant by Consent who left 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 followeth

To the first Interrogatory this Deponent saith he is not acquainted with the
Complainant, but knows the Defendant

To the second Interrogatory this Deponent saith he knows of an Obligation
being executed by the Defendant to Complainant for the sum of five hundred
Pagodas the date whereof he does not remember

To the third Interrogatory this Deponent saith the Defendant by Consent
executed the said Bond in Chingleput about which time He this said Deponent
Meerkapah Meeradunpah and Venkatachelum were present besides many other
persons whose names he cannot remember

To the fourth Interrogatory this Deponent saith the Defendant ten days or
there Abouts after giving the said Obligation paid in part thereof at different
payments One hundred and fifty Pagodas and that for the remaining three
hundred and fifty Pagodas Complainant sued the Defendant at Law
growing on Deponent various Shroffgarums Debentures and by Compro

by seven o'clock Tuesday after it was cast down accordingly about Six hundred Cubits at the rate of two Cubits for one Pagoda. And more this Deponent depose[illegible]

Richard Lawson

Sworn before me Victoria maadelan

Mayor's Court Madraspatnam

Tuesday the 30th day of April Anno Domini 1765

Present

George Baker Esquire Mayor

Alured Rogers ____ Peter Mawdit

Thomas Powney ____ Edward Rawlinson

Anthony Lindsay ____ Reynold Clavering

Aldermen

Between Chardes Joel late of Madras but now of Chinglepet Captain of Foot in the Honorable Companys Service by his Attorney James Hays of Madras aforesaid Merchant Complainant and Chundramoodelly of Chinglepet Merchant Defendant

This Cause coming on to be heard and Debated this day in the presence of the Attorneys on both sides, on Reading the Complainants Bill with a translate of an Obligation annexed, The Defendants Answer, the Replication, The Reprinder, The Interrogatories and Depositions on the part of the Complainant with a Persian Obligation annexed, The Interrogatories and Depositions on the part of the Defendant the hearing the Pleadings made use of by the Attorneys and on due Consideration had thereon. It appearing to the Court that the Complainant has produced sufficient proof of the Execution of the Obligation sued for, and the Defendant not having brought Sufficient Evidence if the same having been Debated from him, This 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 Three hundred and fifty

Pagodas

Sixpence [illegible] Interest after the Rate of Eight p Cent p Annum until full Payment is made also all Costs of this Suit

Filed

Read and filed
11th October 1765

To the Honorable the Mayor
Court at Madrasspatanam

Humbly Complaining shew unto this Honorable Court your Orator La Bonny Durnaby of Madras Writer That one Sonnenglum Annagen Chitty of Madras Merchant Son and Heir of Sonnenglum Comapah Chitty late of Madras Merchant deceased stands indebted unto your Orator in the Sum of one hundred and twenty one Pagodas two fanams and twenty Cash for Goods sold and delivered to the said Sonnenglum Comapah Chitty in his Life time by the Name Sum or Money of Madras aforesaid Merchant as appears by the Account Current and Transfer hereunto annexed for the consideration of this Honorable Court which said Sum of one hundred and twenty one Pagodas two fanams and twenty Cash after the rate of Eight Shillings per every Pagoda will amount to the Sum of forty Eight Pounds and ten Shillings of lawfull money of Great Britain.

And Whereas your Orator hath frequently and in an amicable manner demanded Payment from the said Sonnenglum Comapah Chitty in his Life time and since the above said Sum is justly due and owing as aforesaid and may it please this Honorable Court the said Sonnenglum Annagen Chitty notwithstanding and although often times by your Orator in the Interim and Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Sonnenglum Annagen Chitty may upon his Corporal Oath true and perfect Answer make to all and singular the Matters and things hereinbefore alledged and set forth as fully truly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and be decreed to pay unto your Orator the aforesaid Sum of one hundred and twenty one Pagodas two fanams and twenty Cash with all Interest as same or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to grant the

1767

and Jeremiah Chitty to be Summoned & Answered by the Sheriff of Yorkshire George Town of Pleadings thereon and the Costs thereof Personally to be and appear at certain time and place to be by this Honorable Court prefix'd and appointed then and there to Answer their your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honorable Court shall seem Meet

Charles Bromley
Attorney for the Complainant

Dr. Jeremiah Chitty of Pontefract in Yorkshire Cr.

1747								
Sept.	23	To Surrogate fine 12 Pieces		17	10	20		
	28	To Ditto 8 pieces of ten Carks long		4	-	-		
		To Interest at 8 p Cent for 16 Years		90	-	-		
		To Balance due	£	121	10	20	£	121 10 20

For St. George Sept. 1762

Errors Excepted

Lucas Money

Know all Men by these Presents that I Lucas Money do make over and Transfer to Anthony Bacon by for Value received from him the Said Debt Sum Sum of Jeremiah Chitty the Sum of Pounds one hundred and twenty one ten Shillings and twenty Cash as p account and do Assign the said Transfer to him the said Anthony Bacon as his just Right and Property as Witness my Hand and Seal in Pontefract this fifth day of October 1762

Witness Lancashire
Heathcote

Lucas Money

Rudyard filed
10 January 1781

In the Exchequer

Between Edward Jones Plaintiff
and
Thomas Jones Defendant

The Answer of Thomas Jones the Defendant to the Bill of Complaint of the Plaintiff

This Defendant reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised is Materially Concerned to make Answer unto this Defendant Answereth and Saith that he Doth not Admit that the deceased Father Timothy Jones Esquire Died indebted unto the Transferrer Shrimpany Chitty or to the Complainant for him in any sum or Sums of Money whatsoever either by Bonds or Obligations of his Late Father deceased to the Transferrer Shrimpany Chitty or by Goods Sold and Delivered to him Although the Complainant sets forth in his said Bill of Complaint that the Defendants Late Father deceased Stood indebted unto the Transferrer in the Sum of Pounds One hundred Twenty one Ten Shillings and Seven by Cash for Pawnes Sold and Delivered to the Defendants Late Father During his Life Time

This Defendant further saith that he hopes Leave to Answer this Honourable Court that on the Life Time of this Defendants Late Father deceased the Transferrer never made any Demands of the said Deceased Father for the Payment of any Sum or Sums of Money whatsoever on account of the Defendants said deceased Father to the Best of this Defendants Knowledge or Belief neither hath this Defendant at any time ever heard that the Transferrer had sold Pawnes to this Defendants said deceased Father

This defendant humbly conceives it is highly unreasonable that the Transferrer Should neglect to make his demand on this Defendant Late Eldest Brother deceased During his Life Time who Died about three Years since and the Goods Pretended to be Delivered to the Defendants said Deceased Father are said by the Transferrer to be Sold him above Fifteen Years ago as will appear in the Account Current Annexed to the Complainants Bill of Complaint

This Defendant further saith that the Transferrer never Demanded During the Life time of this said deceased Father any Sum or Sums

D

of Money whatever on Account of Dungarees sold him which this Defendant knew
of. This defendant saith it is very Extraordinary that the Transferror should
not demand Payment of his Debt as there was a considerable Space of time between
the sale of the said Goods alledged in the Complainants said Account Current
annexed to his said Bill and the Deceased said Father.

This defendant further Saith that about Three Months ago
the Transferror demanded of this defendant the Payment of some Dungarees
which he Pretended he had sold to this Defendants said Deceased Father this
defendant saith he thereupon Acquainted the Transferror that he never knew of any
Accounts Depending between his said Deceased Father and him the Transferror
if there were any which this Defendant cannot Admit the Transferror ought
to have made his Demand Long before and in the Life time of his said deceased
Father and Least During the Life of his said Deceased Elder Brother and that
his the Transferrors neglect appeared to this Defendant in every Bad light and that
his the Transferrors demand was without foundation and what he could not
in Equity support.

This defendant saith he Humbly Conceives this Honble
Court will not adjudge him any ways indebted to the Complainant for and
on Account of His the Complainants said Transfer.

This defendant saith he is ready & willing to make Proof
thereof as Due time before this Honourable Court by Good and Credetable Witnesses
All which matters and things this Defendant is ready to aver
Support Maintain and Prove as this Honourable Court shall Direct and
humbly Prays to be hence Dismissed with his Reasonable Costs and Charges
in this Behalf most wrongfully sustained.

William Dunn
Attorney for the Defendant

Readd and filed
7th July 1764

The Replication of Anthony
Burnaby of Madras Writer to the Answer of
Immingham Annagon Chitty also of the same
Place Merchant Defendant

This Replicant now and at all times hereafter saving
and Reserving to himself all and all manner of Benefit and Advantage
of exception to the many Errors Uncertainties and insufficiencies in the

1752.

The Defendants said Answer contained for Replication thereunto the Said Complt
Complts Demurrer and Exceptions to the Defendants Said Answer as to the same
thereon alledged and setforth and that the Answer to the said Bill is in many
Respects very untrue unperfect and insufficient and this Replicant for further
Replication unto the said Answer Saith that the Defendant Edward Fenwick
in the Bill and put Sum of One hundred and twenty six Pagodas two Fanams
and Twenty Cash with the Interest thereon as Recited by this Replicant
in his Bill of Complaint and in order to Explain the matter in which this
Replicant grounds his action he this Replicant prays leave to Refer to the Copy
hereof the following Narrative as part of this his Replication Viz. That
the Complt Thomas Pybus some time in the Month of September
One thousand seven hundred and forty eight Shipped on board the
Chitty on her Last home with the several Piece Goods mentioned in the Account Current
annexed to the Bill of Complaint which were delivered at the prices setforth in the
said Account current soon after the Delivery of the said Goods the French there
being then a War between them and the English approaching towards Madras with
an intent to besiege Fort Saint George the Black Merchants were desirous to have
Property lodged and deposited their several Effects with the Gentlemen then inhabiting
Fort Saint George but the said Fort was unfortunately taken the French Commandant
upon application being made allowed the Black Merchants to take their Effects and all
them and at the same time gave them Licence to carry the same to Pondichery which
the Black Merchants immediately did and the said Swamyglum Comrapah
Chitty had a large Property on the said Fort he was ordered among the Rest and
Chitty had a large Property on the said Fort he was ordered among the Rest and
with instantly sent his Goods and Merchandize to Pondichery there to be sold for the
most they would fetch together with the fifty Star Pagodas which he the said Swamyglum
Comrapah Chitty by the Same Force for any Debts could make of the same
the said Swamyglum Comrapah Chitty did not repay the said Swamyglum Sowanah Chitty and the Defendant Swamyglum Sowanah Chitty the said
Swamyglum Sowanah Chitty Defendant himself of all and every the Estate and Effects
of his said Father deceased at the time of his Death the Transferrer requested
payment of the said Swamyglum Sowanah Chitty for the Goods he delivered to
his said Father on his Last home who acknowledged that such Goods were delivered
to his said Father by the Transferrer and that he would pay for the same if the
Transferrer could produce a Written testimony for the same which the Transferrer
could not do but offered to produce Witnesses of such Goods being Sold and not paid
for, which the said Swamyglum Sowanah Chitty refused to, but on the
Produce of such Proofs the said Swamyglum Sowanah Chitty would pay and by
several Equivocations for Debates to be inserted in this Replicant Replicant here
and as the Transferrer being then in very narrow Circumstances and the said
Swamyglum Sowanah Chitty an Inhabitant of the Fort Saint George the
Transferrer

Transferr Could not well have Knowledge for the same and this Repliant further saith that some time in the Year one thousand seven hundred and sixty one thousand seven hundred and sixty Two the said Iremonglum Sevanah Chetty the dead and the Brother the Defendant Iremonglum Arnigon Chetty possessed himself of all the Brothers Effects both Real and Personal to a very Considerable amount to whom this Repliant made application for the Payment of the Debt as well as the Transferrer which the defendant Refused as is set forth in his Answer And this Repliant further saith that he will Support maintain and prove the Demand made on the aforesaid Iremonglum Arnigon Chetty deceased in his life time for Payment of his Brothers Debt by the Transferrer And further that he will prove that such Piece Goods were delivered to the said Father deceased in his life time by the Transferrer and that the same were sold at Pondicherry and the Money for which they sold Remitted to the said Iremonglum Sevanah Chetty after the Decease of his Father who Converted the same to his own use as Son and Heir of the deceased Iremonglum Comaraph Chetty and this Repliant will further justify the Jurisdiction of the demand made on the Defendant by Journal or Accounts was proved by the Relations of the Defendant and Acknowledgment of the Debt all which matters and things this Repliant is Ready to aver maintain and Prove as this Honorable Court shall direct and humbly Prays accord and by his said Bill he hath already Prayed

Charles Brumley
Attorney for the Repliant

20th July 1764

The Rejoinder of Iremonglum Arnigon Chetty of Madras Merchant the Defendant to the Replication of Anthony Burnaby also of the same place Writer the Complainant

This defendant now and at all times hereafter saving and Reserving to himself all and all manner of Benefit of Exception to the many Errors uncertainties and imperfections in the said Replication contained for Rejoinder thereunto saith that all and singular the matters and things in this Defendants Answer are true as the same are therein alledged and set forth and that the Replication to this Defendants Answer is very untrue Imperfect and Insufficient many Respects in the Law to Rejoin unto This Defendant further saith that he is in no ways Indebted unto

and the Defendant did had upon Notice being had that those Goods Arrived safe to Pondicherry He the Defendants Father sent Persons to Procure his said Goods and at much Expence and Charges in Servants and Presents to the French Gentlemen he the Defendant finds means to procure part of his said Goods that were sent to Pondicherry

The Defendant saith some of the said Merchants Neglected to Apply for their Goods at Pondicherry for which Neglect their said Goods were put up to be Sold at Publick Outcry at Pondicherry and the French Gentlemen brought them up Memories The Defendant saith he doth not admit the Receiving any sort of Goods whatsoever either by himself or his late Father deceased from the Transferrer as Alledged by the Replicant in his Replication The Defendant saith Some the French had taken the Transferrers Goods together with the Sundry Other Goods belonging to Other Merchants he the Defendant cannot in no wise be Responsible to them for the Loss of the said Goods nor to any other Person for such Loss. The Defendant saith he Admits that Upon any Return could be made of his Father and Goods lying at Pondicherry his said Father Ironmonglum Comrapah Chitty died and left two Sons alive at the Time of his Death the Transferrer did make a Demand of the payment of the pretended debt of the Defendants Brother Ironmonglum Soruna Chitty for the Pretended Goods said to be delivered to Ironmonglum Comrapah Chitty deceased

The Defendant saith that his Brother Ironmonglum Soruna Chitty deceased never Acknowledged that such Goods were received by his said Father Neither did the Transferrer produce any written Testimony or any other Witness as the Replicant in Pleads to set forth

The Defendant saith it is a Contradiction and an Absurdity for Reason for the Replicant to set forth that his Defendants Brother could Create the payment of a pretended debt which he never Engaged or Undertook to Discharge

The Defendant saith the Transferrer is pleased to say that his Narrow Circumstances provoked him to make a Regular Demand for the Payment of those Goods to this Defendant humbly begs leave to say that the Transferrer was then at least Computed to be worth the Sum of Thirty Thousand Pagodas which this Defendant doubts not to prove before this Honourable Court

The Defendant Lastly saith to the Several Articles The Replicant pretends He can prove in due time this Defendant by way of Rejoinder thereto saith he hopes to prove to the Contrary thereof

All which matters and things this Defendant is Ready to

Aver

1886

[illegible] Affidavit of [illegible] Hannah [illegible] and [illegible] and dated [illegible]
[illegible] by [illegible] Barnes & [illegible]

William Bathgate
Attorney for the Defendant

Interrogatories to be administered to such Witness as shall produced upon the
Examination now depending in the Township Court at Hastings between
Anthony Barnes of Madras Works by Trooper of Ordnance Battery Artillery Complainant and
Jeremiah Horgan Cattle Salesman of the same place Defendant the Rule of Court
Complainant
Lumsden Alex
Andrew Peter
Jeremiah Lee
Chilly Inga
Interrogatory

1st Do you know the Parties Complainant and Defendant in the Transfer on the Table of Share Interpleaded mention other and which of them and how long have you known them respectively Declare

2nd Do you know or do you believe that any and what Goods Wares were delivered or made to be delivered to market or caused to be sold bought or taken to be bought of you by whom were such Goods and Merchandize sold started how over on what Time for whose use by whose Application and if any particular place how and upon what Credit were such sales made and what were the Names of the persons who were such sales made to the best of your Knowledge remembrance and belief

3rd Do you know of any demand made for payment of the said Goods Merchandize if you by whom and for whom and how was such Application made when where and at what time and how far was the said Demand if any complied with speak to the best of your Knowledge remembrance and belief

4th Do you know of any and what accommodation or Compromise endeavoured to be entered into and how far the parties to the said Complaint should agree or not when and at what Garth or other time to whom and how far were such Proposals made such Compliance or accommodation and how was the same to be complied with and to whom was such Proposal made and the Condition of such Proposal Declare all and know concerning the same

5th Do you know of any other matter or thing or fact relative or touching the

any thing touching the matters in question in this cause that may tend to the benefit and advantage of the Complt. he or they have been before taken notice of to Declare the same fully and at large as if you had been thereunto particularly interrogated.

Charles Brandon
Attorney for the Complainant

Mayors Court at Madrass

Madrass Patnam

Between Anthony Burnaby by Transfer of Substitution Plaintiff Complainant and Emanuel Aengan Chitty Defendant

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

Joseph Late Slave of Madrass Portuguese Aged 26 Years Sworn to being produced as a Witness on this Cause on the part of the Complainant were on the 16th day of March last Sworn at the Office of Mr. Wilcocks Deputy Attorney for the Defendant by Consent, who left 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

To the first Interrogatory the Deponent saith he has known Anthony Burnaby 20 Years Substitution Plaintiff for 7 Years last past that he was not acquainted with the Defendant

To the Second Interrogatory the Deponent saith, he was present when Andrew Peter on September 1765 went to Arumgalum Aengan Chitty the Defendant but was himself Cast and Chitty Longa Chitty from whom Andrew Peter enquired about Substitution Chitty the Transferrer dungaree Chitty Longa Chitty and the French Governor who was dead Some after the taking of this Place by Hyder to Pondicherry was ordered the Defendant to carry all his Goods to Pondicherry Arumgalum Aengan Chitty told him he had no cloth to make up wrappers for the Bales, the French Governor then said to him Transferrer Dungaree for that purpose, where he accordingly did, and sent the Bales to Pondicherry afterwards the Defendant went to Pondicherry and by several Documents Survey from proceeded from thence to Pondicherry where he did his Goods for ten thousand Pagodas, the value of them being fifteen thousand Pagodas Andrew Peter then asked Chitty Longa Chitty what became of the Transferrer dungaree he said they went with the Bales, why did you not then pay him for it said Andrew Peter? Chitty Longa Chitty replied he did not go to Pondicherry himself but he ordered an Order from his Superiors who were better acquainted with the Affair, and would let him know Andrew Peter said if you do not return soon with my Money I will put you into

Court

No 19

Richard Latham
(Examined)

Hayes Court at
Madras upon oath

Between Latham Plaintiff
Samps of Lubamony Defendt
& Thompson Assignee Plaintiff Defendt

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

Andrew Pitt of Madras Subscriber aged 39 years Witness duly sworn & produced on the part of the Plaintiff and on the 26th day of March 1764 sworn & the Office of the Hon. Thomas Parker Attorney for the Defendant by Compa
on Thursday being sworn and examined upon oath as follows viz

To the first Interrogatory this Deponent saith he has known Anthony Lumsden Defendant for 8 years last past that he is not acquainted with the

2. To the second Interrogatory this Deponent saith that Lubamony Chetty the Defendant came to Town in September 1763 and applied to him to put 2 Companies Coolies (Chetty the Defendants Cash) who were entitled to have upon which this Deponent & the Defendant & Thompson Assignee Chetty did not come to an Agreement but Thompson Chetty did not come to the Presence of this Deponent & Defendant concerning the manner from them de la Mouradonnaie took that Place there was upwards of 50 Parcels of Merchandize in the Company Warehouse belonging to Black Merchants amongst which was upwards of Pagodas belonging to the Company the French Governor then here ordered all the Goods in the Warehouse to be Carried to Fondichery and said they should be paid for them, upon this Thompson Chetty represented there was no money to pay the said Duties the French Governor said there was upwards of Pagodas belonging to the Company there and was for request which was accordingly done the Company then went to the French Governor and applied about this agreed to give at Fondichery at the End of three days from the Date of the

of the made answer to Pondicherry with the consent of Lyster wherein the French took upon them the Removal of Lyster for the Payment thereof Chetty Senga Chetty what Consent of the Transferrer Benjamin to do the Peons Khan Sahan there with the Bale why did you not then pay the Transferrer for them replied the Payment Chetty Senga Chetty answered he Cannot say any thing to this as I did not go with the Goods to Pondichery further the Payment enquired of Chetty Senga Chetty whether the Transferrer had not applied to him for some white Cloth for which he offered to pay the Cost and which he had refused letting him have pleasing he should prove it to the contrary Chetty Senga Chetty said yes, the Transferrer did apply to me for some white cloth which I refused letting him have to which the Payment said to Chetty Senga Chetty you had better make up this affair else it will be carried into Court, Chetty Senga Chetty made answer there was occasion to proceed to such extremity, I will speak to my Superiors about it and will let you know what they say, and more this Payment saith not to this the 15th, fourth and last Interrogatory

Richard Sadleir
Examiner

(Seal)

Mayors Court at
Madrus patnam

Between Anthony Burnaby
by Transfer of Subsenney Chetty Complainant
and Timmoglam Venugopa Chetty Defendant

Depositions of Witnesses taken on the Cause by and before the Commissioners in the Court aforesaid

Venkatapathy of Madras Merchant aged 50 years or thereabouts being produced as Witness on the part of the Complainant upon the 26th day of March 1764 sworn at the Office of Mr William Bishop Attorney for the Defendant by Consent who left 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.

To the first Interrogatory this Deponent saith, he is not acquainted with Anthony Burnaby but that he has known Subsenney Chetty 20 Years and Defendant 30 Years or thereabouts

To the third Interrogatory this Deponent saith that the Home Bus Piece was taken by Mr de la Bourdonnais the French took eight of the Black Merchants Goods and put them on the Company's Merchants, some hours after the French

Governor

Mayors Court at
Madraspatnam

Between Mr Henry Dundas by Power of
Subramoney Chitty Complainant and Ponnaya
Ponniya Chitty Defendant

Depositions of Witnesses taken on this Cause, by and before the Examiner
on this Court as follows Viz.

Chitty Singa of Madras Merchant Aged 28 Years a Witness being produced
as a Witness on this Cause on the part of the Complainant on the 28th day of March
1764 Sworn at the Office of Mr Hudson Deputy Examiner for the Defendant
by Canapa who left a Note of the Name, Title, and Place of Abode of Each
Deponent

Examined

Q. Upon and afterwards at diverse days Long since and at present deponent saith as follows ——

A. To the first Interrogatory this Deponent saith he is not acquainted with Andrew Peter Esquire but has known Subramoney Chetty 20 Years and the Defendant 20 Years or thereabouts ——

Q. To the second Interrogatory this Deponent saith about four or five Months ago he went by the Defendants desire to Andrew Peter to tell him that Subramoney Chetty Defendants attorney had and to have about one of twenty years standing ever since ——

A. To the Pondamanar sorts this Place and was on account of some Pangore taken away by Comaupah Chetty who is since dead as well as the said Subramoney Chetty and any allegations from Comaupah Chetty or his son concerning the said Pangores He Deponent from Pangore Chetty would pay it which this Deponent told to Andrew Peter Andrew Peter and Subramoney Chetty and Comaupah Chetty's Son into Court concerning his Father taking that Pangore but Andrew Peter said as Comaupah Chetty's Son promising to satisfy the Transferee and pay the Court charges which amounted to Seven Pagodas this Deponent told Andrew Peter what he had said was not true and further upon his oath to this the third fourth and last Interrogatory ——

Richard Sathiyan

(Answer)

Interrogatories to be administered to such Witness as shall be produced sworn and Examined on the part and behalf of Arumugham Annagan Chetty of Madras Merchant Plaintiff in a certain Cause Wherein the said Plaintiff is Complainant and Anthony Dornadoss of Madras Trader is the Complainant

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

2d Have you or have you not attended to Arumugham Annagan Chetty late of Madras Merchant deceased If Yes for what Space of Time and from what Time and from How many Years Months and Days did you serve him or for how long not a Servant of the Defendants If Yes for what Time and in what Capacity and how many Years Months and Days have you been retained to the Defendants All you know in the Premises Declare the Truth to the Best of your Knowledge and Belief Declare ——

3d Do you know or do you not know of any Dealings or Accounts Depending between

262

Between the Transferrer or any other Person or Persons for him on the Defendants
behalf And the Transferree Coupah Chitty deceased If you what Things
and what Amount they were and how you Came to know the same and all you
know in the Premises Touching this Matter to the best of your Knowledge and
Belief Particularly Declare —

Shaw Hunter
Coupah Chitty
Coupah Chitty
Pollicat Maree
Chitty and
Nauth Chitty

1st Do you know or do you not know of any Transferrer and Defendant or Defendants Father Coupah Chitty or any other Person or Persons Belonging to the Defendant If you did or did not the Transferrer and Transferree of the said Piece Ground and what Year what Month and what Day they were and to what Amount and Value the Whole you know in the Matter Touching the Premises to the best of your Knowledge and Belief Particularly Declare

To Pitts 2d Do you Know or Do you not know of any Demands being Made by the Transferrer or other for him on the Defendants Eldest Brother During his Life Time If Yes what Demands and on what Account were the same made Do you what Year Month and Day was the same first or last Demand Customary During your Last of Your Brothers Husbandry Account being on Land by the Father During his Life Time Shew the Demand is made on the Eldest Son of the Deceased Father Can you or Can you not Recollect what Time the Defendants Late Father Departed this Life or Can you say or do You know when the Eldest Son Died Further Answer If You Object to the same and Place or Places on which he Died the whole you know touching the Matter to the best of your Knowledge and Belief Particularly Declare —

To Pitts 3d Had or had not the Defendants Deceased Father any Dealings together or Else Between If Yes did or did not they Borrow and Receive of each other any Sum or Sums of Money on Account If Yes what Sum or Sums of Money did they Borrow and Receive and what time and Place was the same Transacted Between the Defendant and Transferrer Declare Fathers the whole you know Touching this Matter to the best of your Knowledge and Belief Particularly Declare —

To Pitts 4th Do you know or can You say what Year Month or Day the French took Madras If Yes was or was not the Defendants Father entitled to the Employment Father If Yes what Sum If Yes was Payment of such Sum or Sums discharged by the Defendants Father to the Transferrer during his Life Time to the Satisfaction and Content of each Parties Shew to the best of your Knowledge and Belief Particularly Declare —

To Pitts 5th Had or had not the Defendants Deceased Father any Dealings together or Else Between If Yes did or did not they Borrow and Receive of each other any Sum or Sums of Money on Account If Yes what Sum or Sums of Money did they Borrow and Receive and what time and Place was the same Transacted Between the Defendant and Transferrer Declare Fathers the whole you know Touching this Matter to the best of your Knowledge and Belief Particularly Declare —

To Pitts 7th Do you know or can You say what Year Month or Day the French took Madras If Yes was or was not the Defendants Father entitled to the Employment Father If Yes what Sum If Yes was Payment of such Sum or Sums discharged by the Defendants Father to the Transferrer during his Life Time to the Satisfaction and Content of each Parties Shew to the best of your Knowledge and Belief Particularly Declare —

To Wills 2nd Do you know or Do you not know whether any Merchants Freight Boat or Packet Boats Sloops Barges or Lighters have been Employed since the 1st day of July last past to convey Goods Wares or Merchandizes from the Port of Virginia to Norfolk or Portsmouth or to any other Port or Place in Virginia or North Carolina and if you do know or Believe the same to be so Declare the Names of the Masters of such Boats Sloops Barges or Lighters and the Names of the Merchants or Owners of the Goods Wares or Merchandizes so Carried and Conveyed and the Quantity of Goods so Carried and Conveyed by each Boat Sloop Barge or Lighter and the Time when and the Place from and to which they were so Carried and Conveyed and the Freight or Price paid or Agreed to be paid for the Carriage thereof and whether the Freight or Price so paid or Agreed to be paid was Reasonable or Unreasonable and what you think a Reasonable Freight or Price for the Carriage of such Goods Wares or Merchandizes would be and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Entered their Boats Sloops Barges or Lighters with the Naval Officer of the Port of Virginia and Obtained a Certificate from him of the Quantity of Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter and the Marks and Numbers of the Packages thereof and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered such Certificate to the Naval Officer of the Port of Norfolk or Portsmouth and whether the Naval Officer of the Port of Norfolk or Portsmouth Compared the Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Goods Wares or Merchandizes were Landed at Norfolk or Portsmouth and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered the Certificate to the Naval Officer of the Port of Norfolk or Portsmouth and whether the Naval Officer of the Port of Norfolk or Portsmouth Compared the Goods Wares or Merchandizes Landed with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Entered their Boats Sloops Barges or Lighters with the Naval Officer of the Port of Norfolk or Portsmouth and Obtained a Certificate from him of the Quantity of Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter and the Marks and Numbers of the Packages thereof and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered such Certificate to the Naval Officer of the Port of Virginia and whether the Naval Officer of the Port of Virginia Compared the Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Goods Wares or Merchandizes were Landed at Virginia and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered the Certificate to the Naval Officer of the Port of Virginia and whether the Naval Officer of the Port of Virginia Compared the Goods Wares or Merchandizes Landed with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Entered their Boats Sloops Barges or Lighters with the Naval Officer of the Port of Virginia and Obtained a Certificate from him of the Quantity of Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter and the Marks and Numbers of the Packages thereof and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered such Certificate to the Naval Officer of the Port of Norfolk or Portsmouth and whether the Naval Officer of the Port of Norfolk or Portsmouth Compared the Goods Wares or Merchandizes on Board each Boat Sloop Barge or Lighter with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Goods Wares or Merchandizes were Landed at Norfolk or Portsmouth and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Delivered the Certificate to the Naval Officer of the Port of Norfolk or Portsmouth and whether the Naval Officer of the Port of Norfolk or Portsmouth Compared the Goods Wares or Merchandizes Landed with the Certificate and Marked the Packages thereof and Signed the Certificate and Returned it to the Master of the Boat Sloop Barge or Lighter and whether the Masters of such Boats Sloops Barges or Lighters or any and which of them Entered their Boats Sloops Barges or Lighters with the Naval Officer of the Port of Virginia

166

4th To the 4th Interrogatory the Deponent saith he is not acquainted with the Partners and that he knows the Defendant to be a Merchant

4th To the 4th Interrogatory the Deponent saith he is not acquainted with the Partners and that he knows the Defendant to be a Merchant

5th To the 5th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

6th To the 6th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

7th To the 7th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

8th To the 8th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

9th To the 9th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

10th To the 10th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

11th To the 11th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

12th To the 12th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

13th To the 13th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

14th To the 14th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

15th To the 15th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

16th To the 16th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

17th To the 17th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

18th To the 18th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

19th To the 19th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

20th To the 20th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

21st To the 21st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

22nd To the 22nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

23rd To the 23rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

24th To the 24th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

25th To the 25th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

26th To the 26th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

27th To the 27th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

28th To the 28th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

29th To the 29th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

30th To the 30th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

31st To the 31st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

32nd To the 32nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

33rd To the 33rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

34th To the 34th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

35th To the 35th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

36th To the 36th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

37th To the 37th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

38th To the 38th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

39th To the 39th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

40th To the 40th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

41st To the 41st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

42nd To the 42nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

43rd To the 43rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

44th To the 44th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

45th To the 45th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

46th To the 46th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

47th To the 47th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

48th To the 48th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

49th To the 49th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

50th To the 50th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

51st To the 51st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

52nd To the 52nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

53rd To the 53rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

54th To the 54th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

55th To the 55th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

56th To the 56th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

57th To the 57th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

58th To the 58th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

59th To the 59th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

60th To the 60th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

61st To the 61st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

62nd To the 62nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

63rd To the 63rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

64th To the 64th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

65th To the 65th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

66th To the 66th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

67th To the 67th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

68th To the 68th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

69th To the 69th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

70th To the 70th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

71st To the 71st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

72nd To the 72nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

73rd To the 73rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

74th To the 74th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

75th To the 75th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

76th To the 76th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

77th To the 77th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

78th To the 78th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

79th To the 79th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

80th To the 80th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

81st To the 81st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

82nd To the 82nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

83rd To the 83rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

84th To the 84th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

85th To the 85th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

86th To the 86th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

87th To the 87th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

88th To the 88th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

89th To the 89th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

90th To the 90th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

91st To the 91st Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

92nd To the 92nd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

93rd To the 93rd Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

94th To the 94th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

95th To the 95th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

96th To the 96th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

97th To the 97th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

98th To the 98th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

99th To the 99th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

100th To the 100th Interrogatory this Deponent saith he knows the Defendant to be a Merchant and that he knows the Defendant to be a Merchant

Answer

Cause how so prepared for Examination and now ready to be read Prove and more
the Deponent saith as answer to Direct to the Cross Interrogatory —

Richard Graham

Examined

Marion Court &c

Madam Plaintiff

D Debtors Building Society Com-
plainant and Timothy Morgan Philly
Defendant

On this Court personally came
Matthew Richard Graham of Marion Merchant aged 32 Years or thereabouts
being produced as a Witness on the Part of the Defendant was on the
23rd day of April 1864 sworn & the Office of Mr Pender Examiner Attorney for
the Complainant who left a Notice of the Hours Place and Place of Notice of the
said Deponent and afterwards on the Examiner being sworn and examined
deposeth as follows —

A To the first Interrogatory this Deponent saith he is not acquainted with the Com-
plainant, but that he has known the Defendant 20 Years or thereabouts —

B To the fourth Interrogatory this Deponent saith, he does not know of any Transactions
that passed between the Testatrix and the Defendant or his deceased Father
or any other Person or Persons belonging to the Defendant nor of the Testatrix
selling any Piece Goods to the Defendants deceased Father, and more Deponeth
not to this Interrogatory —

C To the fifth Interrogatory this Deponent saith, it was the Custom for Goods
being made by the Testatrix or other for him or the Defendants Father (Father
during his Life time) that it was customary amongst People of this Deponents
Cast or no Account being rendered by the Father during his Life time, to make
Tradesmen at the End of the Year that the Defendants Father in the
Life of the recollection died about 15 or 16 Years ago, and has about how Years or
thereabouts and more this Deponent saith not to this Interrogatory —

D To the Sixth Interrogatory this Deponent saith he is not acquainted with any
thing Particularly or Answer to it —

E To the Seventh Interrogatory this Deponent saith, the Search to the best of his
Memory took Place in the Month of September eighteen Hundred Sixty
and more cannot depose particularly or answer to this Interrogatory —

F To the Eight Interrogatory this Deponent saith, after the Search took
Place

Made &c

5th Interrogatory Shee Deponent saith that she doth not know of any demand from made by the Complainer either for Self or the Defendants eldest Brother during his life time But it is customary amongst People of this Deponents Cast in any Accounts brought in and paid by the Father during his life time to make the demand on the eldest Son of the deceased That the Defendants to be Father is the last of his Brothers and about 15 or 16 Years age and the eldest Son 9 Years or there abouts And more this Deponent depeseth not to this Interrogatory particularly or answer to the same

6th Interrogatory Shee Deponent saith she knows the Ground in the Cadjan Building in the Complainers Bill mentioned to be the Property of the Defendant and that the same was built by the Defendants Father about Eighteen years ago or there abouts and more this Deponent depeseth not to this Interrogatory particularly or answer to the same

7th Interrogatory Shee Deponent saith that she doth not know of any Agreement between the Complainer and Defendant for the Complainer to have the Ground in the Complainers Bill mentioned for the Term of Twenty one Years or any other Term and more this Deponent depeseth not to this Interrogatory particularly or answer to the same

8th Interrogatory Shee Deponent saith that she doth not know of any Agreement between the Complainer and Defendant for the Complainer to have the Ground in the Complainers Bill mentioned for the Term of Twenty one Years or any other Term and more this Deponent depeseth not to this Interrogatory particularly or answer to the same

9th Interrogatory Shee Deponent saith that she doth not know of any Agreement between the Complainer and Defendant for the Complainer to have the Ground in the Complainers Bill mentioned for the Term of Twenty one Years or any other Term and more this Deponent depeseth not to this Interrogatory particularly or answer to the same

10th Interrogatory Shee Deponent saith that she doth not know of any Agreement between the Complainer and Defendant for the Complainer to have the Ground in the Complainers Bill mentioned for the Term of Twenty one Years or any other Term and more this Deponent depeseth not to this Interrogatory particularly or answer to the same

Richard Sathiem

(Common)

Harper (Court &c.
Macnaghten

Bradney & Another
Lucas Executors &c.

Decree

Edward Harper Esquire Master
Ordered Tuesday the 15th day of June
Edward Sanderson Esquire Deputy Master

Upon Reading the Bill of Complaint filed in this Cause on the 15th day of June 1824 and the Answer of the Defendant Thomas Lucas thereto and upon hearing Counsel for the Plaintiffs and for the Defendant Thomas Lucas and upon reading the Affidavit of Thomas Lucas filed in this Cause on the 15th day of June 1824 and upon hearing Counsel for the Defendant Charles Bradney and upon reading the Affidavit of Charles Bradney

1771

Read and filed
20 January 1771

To the Honourable the Lord Mayor
Court of Aldermen assistants

Humbly Complaineth Thomas Lee to the Honourable
Court your Orator Thomas Lee of Stoke aforesaid that Thomas Summerhayes late of the same Place Husband to Margaret Summerhayes Widow of Compassion Settlers Chatty Merchant Hath Exhibited unto your Orator an Bill of Complaint Hereby Praying Relief touching Certain Matters therein Mentioned and Set forth as by the Said Bill of Complaint Reference being thereunto had may more fully and at large Appear by Virtue of the Writ of Subpoena Issued out of this Honourable Court Directed to the Said Thomas Summerhayes Commanding him personally and Corporally to be and Appear before the Right Honourable the Lord Mayor and the Right Honourable the Court of Aldermen assistants of the Borough aforesaid Sitting in the Court Room of the Guildhall of the City of London on the Morrow after the Morrow of All Souls Day Now last past to Answer unto the Premises and to Abide such Order and Decree therein as to this Honourable Court should seem Meet

And Whereas your Orator hath Shewn and Declared unto this Honourable Court that the said Thomas Summerhayes upon the Payment of the Sum of Two Hundred Pounds Sterling Money of Great Britain with Interest for the same at the Rate of Five Pounds per Centum per Annum Did by his Indenture of Mortgage bearing Date the Twenty Eighth Day of March in the Year of our Lord One Thousand Seven Hundred and Sixty Four Duly Executed and Acknowledged Grant Bargain Sell Release and Confirm unto your Orator his Heirs and Assigns All that Messuage or Tenement Situate Lying and being in the Parish of Saint Mary Stoke aforesaid in the County of Devon Now in the Occupation of the said Thomas Summerhayes or his Assigns and All Houses Outhouses Edifices Buildings Barns Stables Yards Gardens Orchards Backsides Ways Waters Watercourses Profits Commodities Emoluments Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise Appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Use Trust Property Possession Claim and Demand whatsoever of him the said Thomas Summerhayes of in to or out of the same Premises To Have and To Hold the said Messuage or Tenement Hereditaments and Premises with their and every of their Appurtenances unto your Orator his Heirs and Assigns for ever Subject nevertheless to the Proviso or Condition of Redemption therein contained on Payment of the Principal Sum of Two Hundred Pounds with Interest for the same at the Rate aforesaid on the Twenty Ninth Day of September then next Ensuing the Date of the said Indenture of Mortgage as in and by the said Indenture of Mortgage Relation being thereunto had may more fully and at large Appear

And your Orator further Sheweth unto this Honourable Court that the said Thomas Summerhayes hath not Paid the said Principal Sum of Two Hundred Pounds with Interest for the same at the Rate aforesaid or any Part thereof to your Orator although the said Twenty Ninth Day of September is long since Elapsed and Expired and your Orator hath Applied to the said Thomas Summerhayes for Payment thereof but he refuses so to do

To the End therefore that the said Thomas Summerhayes may upon his Corporal Oath in Law and Equity Answer the Premises and Stand to Perform and Abide such Order and Decree therein as to this Honourable Court shall seem Meet and Agreeable to Equity and Good Conscience and that your Orator may be Relieved touching the Premises According to the Equity and Good Conscience of the Case

May it please this Honourable Court to Grant unto your Orator His Majesty's most Gracious Writ of Subpoena to be Directed to the said Thomas Summerhayes Commanding him thereby at a Certain Day and under a Certain Pain therein to be limited personally to be and Appear before this Honourable Court to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Honourable Court shall seem Meet

William Cotsworth
Attorney for the Complainant

No 1777

In the Supreme Court of Judicature
in Ceylon at Colombo

Madras the 25th July 1757

I Thomas Vanrahaarde hereby Acknowledge to have Received and
received of Rangasawmy Pillaya Chetty the Sum of Two hundred Pagodas
current of Madras which were Lawfully payable with Interest thereof at
one Pagoda per Month in the following manner to Wit three pagodas the
above to be Fifty Pagodas and other fifty Pagodas Each Month and Every
Month Proportionate Security for the Payment of which sum I have
of Pallam Chetty and Pandaratta Chetty which
I have Bought of Chidamarum Pillapah Chetty by Chowtys Register
Book in Paper in his name which I do Produce. Pillah Chetty gave
me his Paper Bill of Sale as also his Agreement and one Paper and also one
other Paper Given by the Said Pallam Chetty to Rangasawmy Pillay Chetty
for Sixty Rupees and Two small bills of Sixty Rupees Each Every Month
fifty Pagodas which I have Standing in the South Coby of my House also one
Hundred Rupees Silver two Pagodas and two Fanams also one Gold
also one Ola Book Silver all which I have by Mortgage for one hundred
Pagodas Paid on Demand if payment at the above mentioned Time I hereby
Impower the said Rangasawmy Pillay to make sale thereof to Satisfy
the above Principal Pagodas Interest and Costs thereof

I owe by Promissory Note

Signed
Emmanuelle

Signed
Pandrum Chandanny
and
Sinnerama

Read and filed
15th March 1758

The Answer of Thomas Vanrahaarde
of Madras Merchant defendant to the Bill
of Complaint of Hendrick Smith of the
same place

This Defendant saving and all manner of benefit

D

Rejd

(D)

Account Current of Cash Received for Purchasing Cinnamon
Debtor
To Cash Received for Purchasing Cinnamon
To Interest from the above date to 30th June 1797 —
To Profit & Loss at 5 p.Cent on Cinnamon
To Profit & Loss at 5 p.Cent on the Sale of Cinnamon
To Cash Received on Mortgage of Silver Lands
and also Cash on Bond Mortgage
To Interest

Cr.
By Amount of Cinnamon Delivered at Colombo
By Amount of Cinnamon Delivered at Batticaloe
By Interest from Batticaloe
By Balance

Colombo the 26th December 1797
Errors Excepted
Hendrick Smith