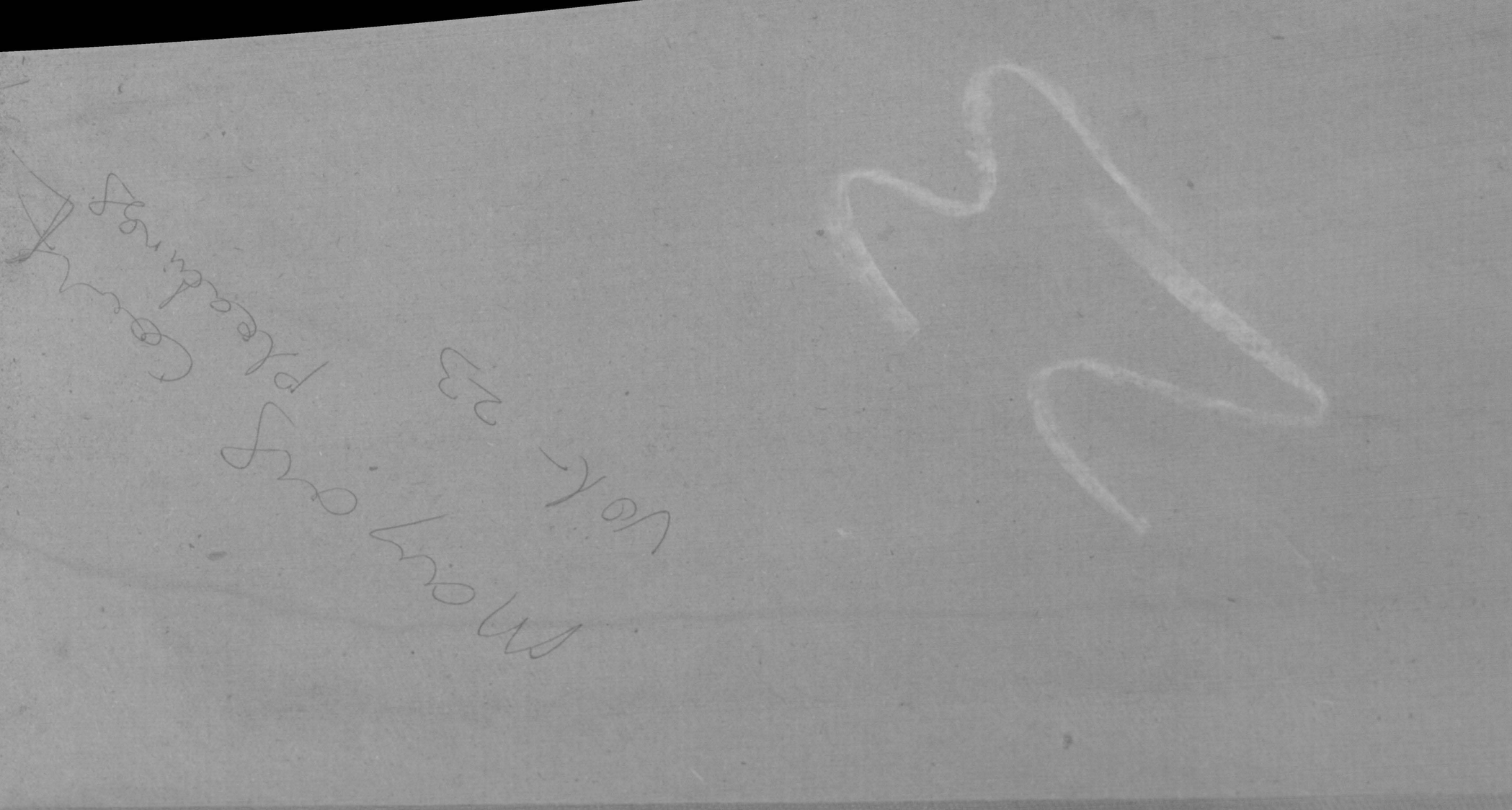


MAYOR'S COURT

VOL NO - 23

Gl NO - 12018

செப்பனிடுபவர் பெயர் K. [illegible]

செப்பனிடுவதற்காக எடுத்துக் கொள்ளப்பட்ட நாள் 12/2003

செப்பனிட்டு முடித்த நாள்

சரிபார்க்கும் மு.நி.பா.எ. கையொப்பம்

said Sum of Four Hundred

Pagodas

Bill now sait is May it please this
Honorable Court that the said Master Richards Charitably
and Willfully Refuses to give Your Orator any Manner of
Satisfaction touching the Premises Your Orator therefore
prays Ajuncal Relief such as to this Honorable Court shall
Appear Agreeable to Equity and good Conscience To the End
therefore that the said Master Richards may upon his

Know all Men By these Presents

Defendant

The Defendant being in Court and
Acknowledging the Receipt of the Complainants Petition
This Court doth therefore thereupon Order and Decree
and doth Accordingly Order and Decree that the Defendant
shall pay unto the Complainant the Just and full Sum
of Seventy four Pagodas Pagodas 74 ——— Star Pagodas
with such Interest as may be allowed thereon
thereon shall be the full Payment as made also all Costs of this
Suit

Filed
September 12 1769

To the Right Honble the Mayor
Court at Madraspatnam

Humbly Complaining Shewn
unto this Honble Court your Orator Robert Burgess
Robert Lovell Grange Surgeon late of Nellamcherry and
William Monckton of Madras Merchant and Executors
in Trust under your Orator in the Province of Canara
of Great Duncan Mackenzie late of Tellicherry Esqr
Deceased Your Orator the Sum of One Hundred and Sixty Pagodas
Pounds Sterling Money duly and at Large Appears by
a Memorandum from the Defendant and Exhibited
Account for the same

was Assigned Over to Your Orator by Letter of Madras
To the Defendant And Praying Your Orator has the Favour
and in an Amicable Manner Required Payment of the
Defendant and Accordingly Madras

But now so it is Sd. Mayor That
this Honble Court the said Nellamcherry and Annachilla
Medelair Obstinately and Wilfully refuse to give Your
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
End therefore that the said Nellamcherry and Annachilla
Medelair May upon their Corporal Oaths true and Perfect
Answer make to all and Singular the Matters and things
before set forth as fully truly and Effectually to
all Intents and Purposes as if the same were here again
Repeated and Interrogated and be Directed to pay unto
Orator the aforesaid Sum of Three hundred and Sixty Pag
With all such Interest as may is or shall thereupon grow due
thereon also all Costs of this Suit

May it please this Honble Court to
Cause the said Nellamcherry and Annachilla Medelair
to be Summoned and Attached by the Sheriff of Fort Saint Geo
Town of Madraspatnam and the Districts thereof Personally
to be and Appear before this Honorable Court personally and
Appointed there and there to Stand to and Abide by such Order
and Decree therein as to this Honorable Court shall seem Meet

Chas Brownlow

Attorney for the Complainant

Bonds of Stephen Boggs Surgeon

Filed 1st February 1779

To the Honorable the Justices of the Court of Chancery

Humbly Complaining Sheweth unto Your Honors Your Orator Thomas Ridout of the Town of York in the County of Durham Esquire Surveyor General of His Majesty's Woods and Forests in North America That Your Orator by Virtue of His Office as Surveyor General aforesaid hath for many Years last past been employed in Surveying Marking and Reporting to the Commissioners of His Majesty's Woods and Forests in England such Trees as were fit for His Majesty's Service in the Royal Navy and hath also been employed in Surveying Marking and Reporting such Trees as were cut down and Timber made therefrom by Persons who had Contracted with the Commissioners of His Majesty's Navy for Masts Yards and Bowsprits for His Majesty's

Summary in Account Current with Nellapah

To Amount Gold Silver Wearing Cloth Back [illegible] Pagodas 69

By Cash [illegible] 50

By Cash [illegible] 10

By Cash [illegible] 4

By Cash [illegible] 2 H

Pagodas 135 H

By Cash [illegible] 14

By Cash [illegible] 14

By Cash [illegible] 14

12

Filed
January 16th 1810

To the Honorable the
Court of Madras

Humbly Complaining Sheweth
Unto the Honorable Court Your Orator John Hall Esquire
Attorney for the Honorable United Company
of Merchants of England trading to the East Indies
Plaintiff in this Honorable Court that whereas
Eight Pagodas and Forty Cash Current Money of Fort
Company Pagodas Eight Hundred and Sixty

Recorded

Wednesday the 23 day of [illegible]
Anno Domini 1770

Present

Francis Sourdan Esquire Mayor
John Gibsonson — } Esquires
Thomas Pearce
Aldermen

Between John Kennedy
Esq. of the City of London Commander of
the Honorable United English
Indian Company on the East
Commanded Vessel called the
by his Attorney James Watt of
London Merchant Complainant
of the one part and Mortaza Chitty
late of Madras Merchant Defendant
of the other part

The Defendant having been duly served with
a Copy of the Complainants Bill of Complaint
this Court to Order the Same to be taken off the
Defendant shall pay unto the Complainant
Eight Pagodas and forty Cash Pagodas &c
Witness Thomas Pearce Esquire Mayor
the Court

Read and filed
January 16th 1770

To the Honorable the Mayors
Aldermen

Humbly Complaining Shewn unto your Honors
Merchant that Mortaza Chitty also of the Place Mer
Stands Indebted to Your Orator the sum of Three hundred
Pagodas Current Money of Madras Making and Sterling
Money of Great Britain the Sum of One Hundred Pou
Twenty Pounds & Eight Shillings for money Pagodas that
Whereas on the twenty Ninth day of July in the Year of our
Lord One Thousand Seven hundred and Sixty Eight at Madr
aforesaid the said Mortaza Chitty by his Writing Obligatory
Commonly called a Bond sufficient Sums of Money to be Leveld
Your Orator in the said sum of Three hundred Pagodas Current
Money of Madras to be paid to Your Orator on or before the nine
and twentieth day of July One Thousand Seven hundred and
Sixty Nine as in & by the same duly and dat large appears by a Copy
Date of the said Writing Obligatory annexed for the inspection
of this Honble Court and to which Your Orator humbly
refers Praying 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 frequently &
in a amicable Manner Requested from the said Mortaza
Chitty the payment of the aforesaid sum of three Hundred
Pagodas But now so it is may it please this Honble
Court the said Mortaza Chitty unlawfully and Combinedly
Refuses to give Your Orator any Manner of Satisfaction
touching the premises Your Orator therefore prays as
Relief unto this Honble Court shall appear agreeable
to equity and good Conscience To the End therefore that
the said Mortaza Chitty may upon his Corporal Oath
true and perfect Answer Make to all and Singular the
Matters and things herein before Alleged and as fully
fully truly and perfectly to all Intents and Purposes
of the same were hereupon Regularly and Interrogated

. Mayors Court at }
. Madraspatanam }

. Anno Domini 176

Present

Francis Fourdan Esquire. Mayor
Reynold Adams and Charles Smith
. Aldermen

Between . Adriaan
Fourbrick of . Madras . Merchant
Complainant and . Moses . Mar
Chilly also of this Place . Merchant
Defendant

The Defendant being in Court and
Acknowledging the justness of the Complainant Demand
This Court doth therefore think fit to Order and Decree
and doth Accordingly Order and Decree that the Defendt
Shall pay unto the Complainant the full and just Sum
of One hundred & Pagodas Pagodas 100 — together
With such Interest as Mr. is or shall Accrue thereon
thereon Until full Payment be Made as well Costs
of this Suit —

By Cort

Read and filed
January 20 176

To the Honorable the Mayors
Court at . Madraspatnam

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with the Costs that shall & may further Accrue thereon & the
Cost of this Suit —

May it please the Worlle Court that
Adriaan Moses Chilly to be Summoned and appear
by the Sheriff of Fort Saint George Esquire of Madraspatnam
and Broderick Mure . Esquire Thereof to Shew and appear before
this Worlle Court & cause himself to be
Honorable Court Appointed and peremptorily then and there
to Answer this Your Orators Bill of Complaint and Further
to Stand to and abide such Order and Decree thereon as this
Worlle Court Shall Seem Meet —

Will Cranmark
Attorney for the Complt

. Madras . July the 27 1767

I . Moses . Chilly . Merchant of Madraspatnam
Do Hereby Acknowledge to Owe Unto Adriaan Fourbrick
Esquire of Madras Merchant the Sum of Pagodas
Current Money of Madras and Interest thereon Amounting to
Pagodas Pagodas 300 — Which I Promise to Pay unto the
Said Adriaan Fourbrick Esquire or Order on Demand
Witness my Hand this 27th day of July 1767

Witness
Thomas Brooke Williams
Thos Hall

Moses Chilly
(Seal)

Delamaire of Fort St George Merchant that Lindapah by
Madras Inhabitant Stands indebted to Your Orator in
the Sum of One Hundred and twenty one
Pagodas Current Money of Madras which is now Sterling
Money of Great Britain Seventeen Pounds Eight
Shillings the Sum of Sixty Eight Pounds Eight
Shillings as Aforesaid as will more fully and at large appear
by an Account herewith Shewn for the inspection of this
Worlle Court and to which Your Orator Most humbly
Prays leave may be allowed to refer as part of this
Your Orators Bill of Complaint. And Your Orator further
Sheweth unto this Worlle Court that the said Defendt
and is not Amenable to Justice in any Court
Undapah the Payment of the aforesaid Sum of One Hundred
and twenty one Pagodas But now so it is true
Pleas this Honble Court that the said Defendt
and Obstinately refuses to grant Your Orator any Satisfaction touching the Premises Your Orator may Have
Prays against Relief such as this Worlle Court shall
appear Agreable to Equity and good Conscience In tender
therefore that the said Lindapah may upon his Corporal Oath
and Strict Discovery make full and Perfect Answer to all
and Singular the Premises as fully and Effectually to all Intents and
unto how again Repeated and Interrogated and be Ordered
to pay unto Your Orator the aforesaid Sum of One Hundred
and twenty one Pagodas with the Interest thereof
or may be due thereon Should Cost of this Suit. May
Please this Worlle Court to grant unto Your Orator
Summons and Injunction to the said Lindapah
George Towers of Madrespatnam Gentleman
Solicitor to the said Complt

a Certain Bond and Security to be by this Honble Court
Approved and Perfected Bond and Security to Answer this
Exhibit Bill of Complaint and further to Stand to, and
abide such Order and Decree therein as to this Honble
Court Shall Seem Meet

Wilson Cammell
Attorney for the Complainant

January the 26 1770

Shewn to Master the day
of Appointment Let
a Summons Issue

Francis Rowlandson
Mayor

Lindapah to John Delamaire Dr

To the Amount of goods delivered	112.10.20	
To Interest from the 6th October 1769 to the 24th January 1770 = 110 days @ 2 p Cent p Annum	2.35	
		114.45.20
Pagodas		114.45.20

Fort St George January the 24th 1770

Errors Excepted
p John Delamaire

Mayor's Court
Madraspatnam

Tuesday the 2d Day of June
Anno Domini 1761

Present
Francis Fordyce Esquire Mayor
Reynold Adam — Charles Smith
Aldermen

Between Lt Colonel
Lieutenant Governor Resident and Brigadier of Fort St George
Complainant

The Defendant being one of the Inhabitants of this Corporation and having been duly served with a Subpoena to appear this day to answer the Complaints of the Complainants Bill of Complaint exhibited against him and not appearing thereto but making default Ordered that the Complainants Bill be taken pro confesso against the Defendant and Accordingly Ordered and Decreed that the Defendant do pay unto the Complainant the full and just Sum of Five Hundred and Twenty Star Pagodas Principal Money and Interest thereon from the Date of the Bond sued upon to the Day of Payment together with Costs of Suit to be taxed by the Master of this Court and in Default thereof that Execution issue against the Defendants Goods and Chattels for the same

Recorded this 12th December 1764

To the Honble Mr. Mayor

Humbly Sheweth

That your Orator is Lieutenant Governor Resident and Brigadier of Fort St George and Defendant

That on the 29th day of September in the Year of Our Lord One Thousand Seven Hundred and Sixty Nine at Madras aforesaid the Defendant by his Writing Obligatory and Bond sealed with his Seal and now shewn to the Court and to your Orator duly executed did acknowledge himself to be held and firmly bound unto your Orator in the aforesaid Sum of Five Hundred and Twenty Eight Pagodas to be paid unto your Orator on or before the twenty fifth day of November last was in this present Year of Our Lord One Thousand Seven Hundred and Sixty Nine With the Interest of cent and a half per Cent per Annum as well more fully and at large appears by a Memorandum of the said Obligation hereunto annexed for the Inspection of this Honble Court and to which your Orator most humbly craves Leave the same may be admitted as part of this your Orators Bill of Complaint And your Orator further shews unto this Honble Court that he hath frequently and in an Amicable Manner Requested from the said Defendant the Payment of the aforesaid Sum of Five Hundred and Twenty Eight Pagodas

But now so it is May it Please this Honble Court the said Defendant Wilfully and Obstinately refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore Prays against Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Defendant may appear this Corporate and Bill to answer

duly and Effectually to all contents and Purposes of the same and that upon Payment of the said Sum of Pagodas Two Hundred and Thirty Eight Pagodas with the Interest thereof as may be due thereupon also all Costs of this Suit

And it pleases this Honble Court to Grant Commissions Mandamus to be Issued and Directed to the Sheriff of Fort Saint George Commr. of Madraspatam and the Districts thereof Severally to Summon Edward Balmer and the Defendants thereof Severally to Summon appear before this Honorable Court at such time and place as to be by this Honble Court Appointed and Required then and there to Answer the Said Orator Duly of Complaint and further to Stand to and abide by such Order and Decree therein as this Honble Court Shall deem Just

Milton Counsel
Allowed for the Court

Madras the 25th September 1769

I Managapunderam of Chindry Merchant Duly Sworn Interpreter do Declare that I have Personally Read and Translated the Bill of Complaint in the Cause wherein Edward Balmer is Defendant and that the Contents thereof are Truly Set forth and Expressed in the Tamul Language and Character

Before me this Twenty Fifth Day of September 1769

Witness
Rachagan
Sangavamagan

(Signed) Managapunderam

By Command

Mayors Court at Madraspatnam

Tuesday the 6th day of February Anno Domini 1770

Present

Francis Saunders Esquire Mayor
Reynold Adams & Arthur Cuthbert
Aldermen

Balmer Alexander Catchatoor late of Pigot but now Residing at Madras Complainant and Managapa of Madras Inhabitant Defendant

The Defendant having in Court and Acknowledging the Justness of the Complainants Demand This Court do therefore think fit to Order and Decree and doth according by Order and Decree that the Defendant shall pay unto the Complt the full and just Sum of Three Hundred and Thirty Eight Pagodas Pagodas 338 in full together with Costs Interest as may be due thereupon shall become due Whereof he is to pay the full Payment and is made also to pay all Costs of this Suit

Per Cur

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Shows unto this Honble Court Your Orator Manuppa Annaya Alias Sethanaya Merchant of Madras Merchant that Ramanada Chinatamby

Order on the full and just Sum of Three Hundred and
Sixty four Pagodas Amount thereof in Madras Money of Four Hundred and Eighty
Shillings Currency Pagoda Interest thereon at the Rate of Eight
per Cent per Annum from the Date of the Said Mortgage Obligation hereunto Annexed
of all Mortgage Obligations hereunto Annexed for the Purpose
of this Honble Court and Which are now Ordered to be
Admitted as Part of this Your Orator's Bill of Complaint as
Your Orator further Shews unto this Honble Court that
hath frequently and diverse times made Demand
from the said Nanarah Chinnatamboo Pattlear
of Three Hundred and Sixty four Pagodas

Defendant Nanarah Chinnatamboo Pattlear
Appeared in this Honble Court and Pleaded
Ostensibly and artfully to Gain Time
Order any Manner of Relief for the
Court shall Approve Thereof and
the said Defendant Nanarah
Ordered to Appear
Answer the Said Bill
Pagodas

25

Third and there to Answer stand to and abide by such Order
and Decree therein as to this Honble Court shall seem Meet

24 January 1770

Sam Sydserf
Attorney for the Complainant

This Bill was taken to Me
Between the Days of Hilary Term last
Now Returnable Next Court Day

Francis Saunders
Mayor

Madras ss 10 August 1767

I Nanarah Chinnatamboo Pattlear do
grant this Mortgage Obligation to Martin Sperr Owner of
Mortgage my Houses Which Stand in Peddanaick Pettah
on Pennaja Chetty's Street One House between Tengapeen
Lane of Colastry's House to the Southward and to the West Side
of Cannanah Nellamootoo Hous and Another House to the
East of Manila Candapeen House and to the West of Cannanah
Chetty Lane The Bills of Sale of those two Houses are
Enjoined this Paper which I have Mortgaged to Him and
have Received the full and just Sum of Pgs 350 Pagodas Three
Hundred and Sixty four Pagodas Which Sum is to be
Payable on Demand with Interest at the Rate of 12 p Cent
p Annum Every of Each Demand shall or may of Your Orator
come and Demand this Money Sum to pay Principal and
Interest and take my Bills of Sale Drawn by Pursoo
Chetty & Mootoo Chetty

The Mark of Chinnatamboo Pattlear
(Signed) Chinnatamboo Son of
Pattlear Chinnatamboo

Nelson Ds
Mayors Vizier
Interpreter

Jesse Translate as near as can be Given the Original
Interpreted by Jenacopah Servant to the Interpreter

Mayor's Court at Madraspatnam

Entring the City of Fort St George Anno Domini 1770

Present

Francis Fowke Esquire Mayor
Reynold Adams and Peter Cubbon
Aldermen

Between Hart Dyndon Plaintiff
and
Thomas Hodgson Defendant

Mayor's Court

Hart Dyndon being on Court and this Court doth Adjudge that the Defendant Thomas Hodgson shall pay unto the Complainant the Sum of Three Hundred and Sixty four Pagodas and Eighteen Fanams Interest as mentioned in the Bill of Complaint and Costs of Suit

Read and Filed
January 30th 1770

Sheweth

To the Worshipfull the Mayor Court at Madraspatnam

The Humble Petition of Hart Dyndon

Sheweth

That your Petitioner did on the 15th day of November 1769 exhibit unto this Worshipfull Court a Bill of Complaint against Thomas Hodgson Defendant thereto praying the Judgment of this Court and this Court doth Adjudge that the Defendant shall pay unto the Complainant the Sum of Three Hundred and Sixty four Pagodas and Eighteen Fanams Interest as mentioned in the Bill of Complaint and Costs of Suit

Your Petitioner therefore humbly prays the Judgment of this Court and that the Defendant may be ordered to pay unto your Petitioner the Sum of Three Hundred and Sixty four Pagodas and Eighteen Fanams Interest as mentioned in the Bill of Complaint and Costs of Suit

And your Petitioner shall ever pray

Read and Filed
January 30th 1770

Sheweth

To the Worshipfull the Mayor Court at Madraspatnam

The Humble Petition of Daniel Shaw Lobo an Attorney of this Court

That your Petitioner was Admitted in the Month of September 1767 by this Worshipfull Court to Practice as an Attorney but the late Governor having been Displeased with your Petitioners Conduct hath Demanded your Petitioner from Practising any longer

Your Petitioner humble Request is to be Permitted by this Honourable Court to Practice again as an Attorney as no Malpractices can be Alledged against him Which if Your Petitioner is so happy to be Honoured with the Premises to Discharge the Court Request and shall ever Pray

And your Petitioner shall ever Pray

Read and Filed
November 15th 1769

Sheweth

To the Worshipfull the Mayors Court at Madraspatnam

The Humble Petition of Joseph Heathcote

That your Petitioner did on the 25th day of October in the Year of Our Lord One Thousand Seven hundred and Sixty Eight Exhibit unto this Worshipfull Court a Bill of Complaint

19

Westminster and Guildhall Regd leave to be admitted an Attorney of this Worshipfull Court in which the Premises he behaves himself with all Care Diligence and Fidelity

June 29th 1770

To the Worshipfull the Mayors Court at Madraspatnam

The Humble Petition of Daniel Shaw Lobo an Attorney of this Court

That your Petitioner was Admitted in the Month of September 1767 by this Worshipfull Court to Practice as an Attorney but the late Governor having been Displeased with your Petitioners Conduct hath Demanded your Petitioner from Practising any longer

Your Petitioners humble Request is to be Permitted by this Honourable Court to Practice again as an Attorney as no Malpractices can be Alledged against him Which if Your Petitioner is so happy to be Honoured with the Premises to Discharge the Court Request and shall ever Pray

And your Petitioner shall ever Pray

Your Petitioner further begs leave to Observe that upon a
Strict Inspection and due Consideration being had to the said
Account to which the Humbly crave this Honble Court to
Consider that the Account ought to have had the Date the Affair
to the Respective Sums which are both Received and paid on
Account of the before mentioned Estate and which Sums were
Ignorantly or Designedly Omitted and that Cause Should
the Same only the said Several Payments and Disbursements
Whereon due in Reference to Your Petitioners Just Claim
by Virtue of the Decree Granted to him by this Honorable Court
as has Already been Mentioned — That it further Appears to
Your Petitioner that upon the face of the Debtside of the
Account there are Several Sums of Money paid and Appropriated
to Certain Purposes Contrary to both Law and Equity And Your
Petitioner Humbly Conceives that where an Estate is
Insolvent an Executor or Administratrix can have
no Right to pay off Debts or Otherwise to Appropriate the said
Estate but in Equal Proportions Amongst the Respective and
Legal Claimants and that Your Petitioners Demand ought to be
Satisfied nor Reference being other Ordered Your Petitioner
therefore Humbly Prays that the said Lawrence Pattison
Administratrix aforesaid May Show Unto this Honble Court
Cause why the Respective Debts are Omitted out the before Mentioned
Account and Why and for What Cause the Several Payments to
Same therein Made to the Respective Persons which are Mentioned
in the said Account & to set forth Fully and Particularly why
and wherefore Your Petitioner Demand has not been Fully Satisfied
and that this Honorable Court will be pleased to take the Contents
of these Matters and things into Consideration and Order Your
Petitioner Such Relief as to this Honble Court Shall Seem
Meet

J. Chambers
Attorney for the Petitioner

Dr. The Estate of John Patterson Esqr

	£	s	d
To Cash Paid for Cutting & Hauling Home Timber			
To Ditto for Cash Paid for Nails			
To Cash paid Colonel Grant for the Rent of Land			
To Ditto Expended in Cash for Sundry Expences			
To Ditto Allowed Mr Cuthbert for Cash Paid

on the Tenth June One thousand Seven Hundred and Sixty
Eight the Second and third Articles Explain themselves The
Payment of the fourth Articles was on the Sixth September
Thousand Seven Hundred and Sixty Eight the Fifth and
Sixth Articles on the Twentieth of the same Month Seventh
Article on the Twenty Fifth of October following the Eighth
Article Explains itself The Ninth Articles on the Seventh
of December on the same Year the Tenth Articles was on the
Tenth of February One thousand Seven Hundred and Sixty
Nine And with Regard to the Twelfth Article or the Charge of
Thirty Pagodas Thirty Three Fanams and Thirty Cash to
Mr Edward Dashper this Respondent Saith that she never
finds the same the said Charge was by Mistake Charged as
being due to the Amount of the Bond for that Sum was
Then Charged by the said Edward Dashper the Twentieth
of June One thousand Seven Hundred and Sixty Eight
in an Account Current put by them between him and the
Estate of the said John Patterson Dated at Cuppa the Twenty
third Day of August One thousand Seven Hundred and
Sixty Eight a Copy of which Account is herewith Annexed
for the Inspection of this Honorable Court & which this
Respondent prays may be Admitted as part of this her
Answer The Original Thereof is in this Respondents
Custody and Ready to be produced to this Honorable Court
when Required This Respondent Says that which Account was by this
Respondents Agent Attorney Mr Cannon Read Perused some
time after the Date of the said Account and Some before the Petitioner
Obtained his said Decree and is brought into this Respondents
said Account in the Following Manner that is to say The
Article of One hundred and Six Pagodas and One Fanam
on the Credit Side of the said Edward Dashpers Account being
for Sundry Articles Sold by Auction Mess Articles were
Looked on to be part of the Ensuing of the Estate and Effects

to be brought into the Mesne Profits of the said Premises and
all Proper Parties thereto And that the Petitioner
this Petitioner might be Decreed Possession of the same Premises
with the usual Inquiry as to Mesne Profits and
Amount of the said Incumbrances on the Credit of the
said Estate and that the Petitioner might be Decreed
Payment of the said Incumbrances out of the Rents and Profits
of the said Premises when Received and that the
Respondent might be Decreed to Pay the Petitioner his
Costs of this Suit as between Solicitor and Client
and Lastly Eight Hundred and Sixty Pounds Part
of the same Monies due and owing by the Petitioner
unto the Estate of the said Deceased Together with
Interest for the same after the Rate of Five Pounds
per Centum per Annum from the Twenty Fourth day of
March One Thousand Seven Hundred and Eighty Seven
the Day of the Death of the said Deceased
Together with Interest for the same after the Rate of
Five Pounds per Centum per Annum from the Twenty
Fourth day of March One Thousand Seven Hundred and
Eighty Seven

Extract from the Minutes of the Court Held at Town Hall — Tuesday the 13th February. Anno Domini 1770

Present

Francis Fowke Esqre. Mayor

John Echenson — Raynold Adam

Arthur Cuthbert — Edward Boure

Alexander Davidson — Aldermen

Joseph Heathcote

Lawrence Pattoson

Petition of Joseph Heathcote Esqr. Lawrence Pattoson Merchant & Edward Boure Esqr. Executors to the Last Will & Testament of Edward Monckton late of Madras Merchant Deceased Praying as in the Petition is Expressed

Read the Petition Aforesaid Praying as Aforesaid Whereupon It is Ordered that the Petitioners do Attend the Court on Wednesday the 21st Instant at Ten of the Clock in the Forenoon & Produce the Will of the Said Deceased

Ordered that the Petitioners do Cause Notice to be Given to the Executors of the Last Will & Testament of Thomas Pigott Esqr. Deceased Requiring Them to Appear at the Time Aforesaid & Shew Cause if any They Have Why Probate of the Said Will Should not be Granted to the Petitioners

Ordered that the Petitioners do Cause Notice to be Given to the Executors of the Last Will & Testament of Thomas Pigott Esqr. Deceased Requiring Them to Appear at the Time Aforesaid & Shew Cause if any They Have Why Probate of the Said Will Should not be Granted to the Petitioners

Extract from the Minutes of the Court Held at Town Hall — Tuesday the 20th February. Anno Domini 1770

Present

Francis Fowke Esqre. Mayor

John Echenson — Raynold Adam

Arthur Cuthbert — Edward Boure

Alexander Davidson — Aldermen

Joseph Heathcote

Lawrence Pattoson

Petition of Joseph Heathcote Esqr. Lawrence Pattoson Merchant & Edward Boure Esqr. Executors to the Last Will & Testament of Edward Monckton late of Madras Merchant Deceased Praying as in the Petition is Expressed

Read the Petition Aforesaid Praying as Aforesaid Whereupon It is Ordered that the Petitioners do Attend the Court on Wednesday the 21st Instant at Ten of the Clock in the Forenoon & Produce the Will of the Said Deceased

Ordered that the Petitioners do Cause Notice to be Given to the Executors of the Last Will & Testament of Thomas Pigott Esqr. Deceased Requiring Them to Appear at the Time Aforesaid & Shew Cause if any They Have Why Probate of the Said Will Should not be Granted to the Petitioners

Mayors Court at Madrasapatnam

6 April 1762

The Bill was Answered by Mr Benjamin Hastings & Abjourned the Complainant having Made Oath to the Contents of Debt & that he believes the Defendant is about leaving the Jurisdiction of this Court Ordered the Defendant be Arrested

Mayors Court at Madrasapatnam

Present
Francis Saunders Esquire Mayor
Reynold Rawstorne
John Holland
Aldermen

Tuesday the 20th of April 1762

Thomas Williams Attorney to the Complainant Entered and Reported by the Marshall Personally to be Summoned and Attached to Answer Unto a Bill of Complaint Exhibited against him by Jacob Pettam Merchant and Thereupon Came into this Court the Defendant and Reported by the Marshall Personally to be Arrested by Virtue of a Writ to him Directed Whereupon the Defendant Entered into Bond with Security for his Appearance to Answer the Complainants Bill of Complaint and Further to Abide by and Perform such Order and Decree therein as to this Worshipful Court Shall Seem Meet

Dan Graham
Attorney for the Complt

Mayors Court at Madrasapatnam

Present
Francis Saunders Esquire Mayor
Reynold Rawstorne
John Holland
Aldermen

Tuesday the 27th of April 1762

Burton Smith Esqr Sheriff of Madrasapatnam and Fort St George Entered and Reported by the Marshall Personally to be Summoned and Attached to Answer Unto a Bill of Complaint Exhibited against him by Jacob Pettam Merchant and Thereupon Came into this Court the Defendant and Reported by the Marshall Personally to be Arrested by Virtue of a Writ to him Directed Whereupon the Defendant Entered into Bond with Security for his Appearance to Answer the Complainants Bill of Complaint and Further to Abide by and Perform such Order and Decree therein as to this Worshipful Court Shall Seem Meet

Dan Graham
Attorney for the Complt

The Bill was Answered by Mr Benjamin Hastings & Abjourned the Complainant having Made Oath to the Contents of Debt & that he believes the Defendant is about leaving the Jurisdiction of this Court Ordered the Defendant be Arrested

Burton Smith
Sheriff

Space of six Months of the time Limited in this Majesty's Charter is elapsed since the Issuing of the Warrant of Sequestration issued against the Defendants Effects and the Defendant hath not made any Appearance in Court to Answer the Complainants Bill Filed 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 Just & true Sum of One Hundred and Eighty Pagodas Pagodas 180 — Together with such Interest as now is or shall hereafter become due thereon Until full Payment is made also all Costs of this Suit

Pettam

To the Honorable the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Jacob Pettam of Madrass Merchant that Jagannaickadoo of the same Place Merchant Stands indebted unto Your Orator in the Just & true Sum of Ninety four Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty Eight Pounds as will more fully and at Large appear by the Translate of an Obligation bearing Date the Tenth November One thousand Seven hundred and Sixty Nine hereunto Annexed for the Inspection of this Honble Court And which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honorable Court that he doth frequently and in an Amicable Manner Request Payment from the said Jagannaickadoo of the said Sum of Ninety four Pags

But now so it is May it Please this Honorable Court the said Jagannaickadoo Obstinately and Wilfully refuses to pay the same to your Your Orator any

[illegible]

[illegible]

[illegible]

19 Pagodas 45 — for the which sum I do hereby
now Sue & Demand the same Thereon Interest
Payment is made & all the Cost of this Suit —

John

Madras Fort St
Decemb 21 1769

To the Honble the Mayor
Court at Madraspatnam

The Humbly Complaining of
this Honble Court Venkatachum Naick of the
Merchant that Venkatachum Naick of the Aforesd
Inhabitant and Defendt in the Aforesd Suit
One Hundred and Fifty Nine Pagodas Thirty
four Cash Current Money of Madras
Money of Great Britain at the Rate of
for every Pagoda the Sum of Sixty
and two Pence as Above
Approved by a Particular Account
Compensation of Demands Claimed
Custom which Your Orator prays
Your Honble Court to Order
and this Honble Court that he
Manner Aforesd Payment
the Sum of One Hundred Fifty Nine Pagodas Thirty
Pence and four Cash

But now so it is
the Honble Court the said Venkatachum
doth Wilfully refuse
Manner of Satisfaction
Therefore Prays
doth Appear
End therefore that the said Venkatachum
the Court Order
to the Contrary
Court Worship

[illegible]

purposes as if the same were here again Repeated and Particularly
Interrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of One Hundred and Fifty Nine Pagodas Thirty
six Fanams and Four Cash with all such Interest as accrue or shall
hereafter become due thereon also all Cost of this Suit —

May it please this Honorable Court to Cause
the said Venkatachum Naick to be Summoned and Required by the
Sheriff of Fort Saint George Fauxbourg of Madraspatnam and the
Districk 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 there and there to Stand to and Abide by
such Order and Decree thereon as this Honble Court shall seem
Meet —

John Sykes
Attorney for the Complainant

Madras 7th January 1770

Venkatachum Naick Son of Candapah Naick of the
Merchant have Learned and Received from Nainapah Mudeliar
Son of Thamanah Mudeliar One Hundred and Ninety Seven
Current Star Pagodas of Madras which Sum is Payable with
Interest at 9 P Cent on or before the 25 of March Forty Seven
Pagodas and on the 10 of August Fifty Pagodas more and within
the 10th of October to pay the Remainder of the said Bond —

Drawn by Pynaw Tamapan

(Signed)
Venkatachan

Mr Pol
Venga Chitty
Tamb Candapah

I John Tranclate the annexed as near as can be from the
Original in the Malabar Language by Comacopah Court
Interpreter —

John Sykes
Attorney for the Complt

Dr Venkatashan Naick in Acct Curt with Nonapah C

1769 January

1 To Allowance of 10 ⅌ Ct. on Pags 2000 ... 200
Chargd on Pandas
5 To Subsistance of 25 Sepoys
from the 17th January 1769
to the 28th November
1769 — 10 Months
and 12 Days @ 3½ Fs
⅌ Mensem ... 1312 4
Pagodas 1512 4

By Cash Recd ... 4
By Subsistance of 25
Sepoys from the 15th April 1769
to the 27th November
1769 — 8 Months
and 12 Days @ 3½ Fs
⅌ Mensem ... 1008
By Ballance due ... 500
Pagodas 1512 4

Pagodas 500

Fort St George the 31st 1769

Errors Excepted
P. Nonapah

Know All Men by these Presents that We Venkatashan Naick of Madras Cubbah to farmd of the Honble United English Company Trading to the East Indies and Nonapah Cubbah Inhabitant of the Black Town of Madras aforesaid are held and firmly bound unto Thomas Saunders Esqr President and Governor and the Council of Fort St George in the Sum of One Thousand Pagodas to the Payment whereof well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals and dated this 31st day of January in the Year of our Lord One Thousand Seven Hundred and Sixty nine

The Condition of this Obligation is such that if the above bounden Venkatashan Naick shall and do well and truly pay or cause to be paid unto the said Governor and Council of Fort St George aforesaid or to their Successors or Order the full Sum of Five Hundred Pagodas on or before the 31st day of January which will be in the Year of our Lord One Thousand Seven Hundred and Seventy and also shall and do well and truly pay or cause to be paid unto the said Governor and Council of Fort St George aforesaid or to their Successors or Order the full Sum of Five Hundred Pagodas on or before the 31st day of January which will be in the Year of our Lord One Thousand Seven Hundred and Seventy one Then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed & Delivered
in the Presence of
Henry Pitts
Charlton Peterson

Nonapah

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Mayor's Court at Madrasapatnam

Tuesday the 20th day of March Anno Domini 1770

Present

Francis Fowke Esquire Mayor
Peter Mazière — and John Belmonaire
Aldermen

Between Gideon Firth of Fort Saint George Merchant Complainant and Venkatacha Naick of the Mount Farmer Defendant

It Appearing by the Records of this Court that the Defendant hath been served with the usual Rules to Answer the Complainants Bill but willfully and Obstinately Refusing so to do 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 Sum and just Sum of One Hundred and Fifty Nine Pagodas thirty six Fanams and four Cash / Pagodas 159 36 4 / together with such Interest as now is or shall hereafter become due thereon Untill full payment is made also all Costs of this Suit

Recd Fees
Fanams 16 ¼

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto your Worships Gideon Firth of Fort Saint George Merchant that your Complainant on the 31st day of January 1769 Lent unto the Defendant Venkatacha Naick of the Mount Farmer the Sum of Five Hundred Pagodas as by his Bond bearing Date the same day and Year will more fully appear which Sum the Defendant hath not paid nor Secured to be paid to your Complainant although often Requested so to do

Your Complainant therefore Humbly Prays that the Defendant may be Summoned to Appear and Answer the Premises and that he may be Decreed to pay unto your Complainant the Sum of Five Hundred Pagodas with Interest and Costs of Suit

And your Complainant as in Duty bound shall ever Pray &c

Gideon Firth

To be Summoned and acquainted by the Sheriff of Fort
Saint George Town of Madraspatnam and the Dubash
thereof Personally to be and Appear before this Hon^ble
Court at aforesaid Time and Place to be by this Honble Court
Court prefixed and Appointed there and there to abide by &
by such Order and Decree therein as to this Hon^ble Court
Shall Seem Meet

John Sykes
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 10th day of April
Anno Domini 1770

Present

Francis Fourdain Esquire Mayor
Arthur Cuthbert — Charles Smith and
Edward Stracey — Aldermen

Belmon John Kennedy Esq^r
of Rotterdam in the Service of the Hon^ble
United English East India Company
on the Coast of Coromandel Commander
Principally by his Attorney James
West of Fort St George Merchant
Complainant and Dungamaike of
Madraspatnam Dubash and Sringatta
Chitty of the same Place Inhabitant
Defendant

The Defendant Sringatta Chitty having in
Court this Day Acknowledged the Justness of the Complainants
Demand This Court doth therefore think fit to Order &
Decree and this Court accordingly Order and Decree that the
Defendant Shall Pay unto the Complainant the Sum of and

Eight Thousand Pounds Sterling Money of Great Britain

Filed this 3 day of May
Read the 6th Do } 1770

To the Honble the Chief Justice and the rest of the Honble Judges of His Majesties Court of Kings Bench for the Province of New York

The Humble Complaint of Richard Tyson of the City of New York Merchant

Sheweth unto this Honble Court that Daniel De Lacoste and Moses De Lacoste late of the City of New York Merchants but at present residing in the Kingdom of Spain Merchants are justly and truly indebted unto your Complainant in the Sum of Eight Thousand Pounds Sterling Money of Great Britain being for Money Goods and Securities for Money by them had and received to their use and for Money due and owing to your Complainant upon Account for which they the said Daniel De Lacoste and Moses De Lacoste have often promised and undertaken to pay unto your Complainant the said Sum of Eight Thousand Pounds Sterling Money of Great Britain when they the said Daniel De Lacoste and Moses De Lacoste should be thereunto afterwards requested by your Complainant yet the said Daniel De Lacoste and Moses De Lacoste have not nor will pay the said Sum of Eight Thousand Pounds Sterling Money of Great Britain or any part thereof to your Complainant although your Complainant hath often requested them so to do but they the said Daniel De Lacoste and Moses De Lacoste have hitherto wholly refused and still refuse so to do to the great damage of your Complainant as he saith and is without any Remedy for the same in the Courts of Common Law where Actions of Debt may be Commenced and Prosecuted against the said Daniel De Lacoste and Moses De Lacoste for that the said Daniel De Lacoste and Moses De Lacoste are not Inhabitants of this Province but Subjects of the King of Spain and Residing in the Kingdom of Spain and out of the Jurisdiction of this Honble Court and for that the said Daniel De Lacoste and Moses De Lacoste have not any Estate Real or Personal within this Province whereby your Complainant can be relieved in the Premises but the Discovery of the Same is wholly within the Knowledge of the said Daniel De Lacoste and Moses De Lacoste and for that the said Daniel De Lacoste and Moses De Lacoste have Combined and Confederated with Divers Persons to your Complainant unknown to Defraud your Complainant of the Debts due to him from the said Daniel De Lacoste and Moses De Lacoste and to Secrete and Withdraw the Effects of the said Daniel De Lacoste and Moses De Lacoste out of the Province of New York and out of the Jurisdiction of this Honble Court whereby and by reason thereof your Complainant is Remediless in the Premises unless relief be had in this Honble Court

To the End therefore that the said Daniel De Lacoste and Moses De Lacoste may upon their Corporal Oaths full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Mentioned as fully and Perfectly as if the same were here again repeated and Interrogated in the Manner and Form as the same are hereinbefore Charged and Set forth and that they may Discover and Set forth whether they the said Daniel De Lacoste and Moses De Lacoste have not Goods Chattels Money Debts Bonds Bills Specialties Securities for Money Estate Real or Personal or some part thereof in the Province of New York or elsewhere within the Jurisdiction of this Honble Court to the Value of the Debts due from them to your Complainant and whether they the said Daniel De Lacoste and Moses De Lacoste have not Combined and Confederated with Divers Persons to your Complainant unknown to Defraud your Complainant of the Debts due to him from the said Daniel De Lacoste and Moses De Lacoste and to Secrete and Withdraw the Effects of the said Daniel De Lacoste and Moses De Lacoste out of the Province of New York and out of the Jurisdiction of this Honble Court and

Effectually to all Intents and Purposes as if the same Mes-
suages Lands and Premises had been by the said Richard
Especially but Mary as aforesaid and Thomas
Richard Lyon Junr and from them to the said Peter Parker
Dean, as aforesaid and from them to the said Peter Parker
Esq. Mary De Lancey Lewis Morris Gouverneur
widow Sarah Ellison and Mary Armstrong the
Said to the said Richard Lyon his Heirs and Assigns
and Appurtenances and Remainder and Remainders
where and what Estate Right Title Interest Claim and
more or other and for what Purpose and Intent
any Particularly the Moiety of the said
Both Parts Lots and Premises
doth at this time belong to the said Richard Lyon
in the Tenure or occupation of the said Peter
De Lancey Esq. Mary De Lancey Gouverneur
Armstrong the Remainder of the said Premises
De Lancey and Mary De Lancey Jointly
Army and Defence Over the Premises
with the Goods Chattels and Merchandizes
the Property of the said Richard Lyon
Account of the said Richard Lyon
and Costs Charges and Expences
Assessment and Rate and Duties
Same or any Part thereof
Lawes during the Time aforesaid

And I do return the Extent
the said Lands Tenements
Commanded and Injoined by the
Court of Exchequer and the
Subscribed Appraisers
hereto) plan to be
appointed thereby
Lyon to the Commissioners

Mayor &c. of
The Petition of
Esq. Attorney
Mary Armstrong

Richard Lyon vs. Mary De Lancey &c.

Writ of Extent. Martlmas

Mary De Lancey Widow Peter De Lancey Esq. Sarah Ellison Widow Lewis Morris Gouverneur Esq. and Mary Armstrong Widow

| | | |

George which Debt the said Richard Tyson owns to Simply
ought to be Allowed for the Complainant and further the said
Richard Tyson by his Letter to these Defendants owns
Unwilling to Pay the Complainant any thing more Unless
he the Complainant will Agree to Leave some Disputed Items
in his Account to the Decision of Arbitrators to be Chosen
by the Parties The said Richard Tyson also tells these Defendants
they may Expect him here soon and that then he does not doubt
Satisfying all his Creditors These Defendants further Say
that there are other Claimants besides the Complainant that
is to Say Captain Walter Walker for a Bill of Exchange for Seven
Thousand Two Hundred and Sixty Nine Spanish Pieces of Eight
the said Richard Tyson on these Defendants and Captain Thomas
Green for Eight Thousand One Hundred and Seventy four Pieces
Twenty Nine Reams and Thirty two Cask Ballance of Hecto
Which is to be Paid to the said Thomas Green in which is
Included the said Richard Tyson's Order for Settling with
the Respondents Creditors as well as other things On Account
of which said Demand the said Thomas Green has Exhibited a Bill
of Complaint in this Honorable Court against these Defendants
as well as more fully and at large appears and Reference thereto
these Defendants to Lastly say they Submit all the above Matters
and things to the Judgement of this Honorable Court and pray
the Direction of this Honorable Court therein

All Matters and things these Defendants
are Ready and willing to Verify Maintain and Prove as this
Honorable Court shall direct and Humbly Pray to be hence
Dismissed with their Reasonable Costs and Charges on this
Their Behalf most Wrongfully Sustained

Daniel DeCastro

Moses DeCastro

John Sykes

Attorney for the Defendants

Inventory of Rich.d Richard Tyson Esqr. Deceased late of Madrass

Present Situation

A Ballance of Cash by him due
He is indebted unbeknown
Debts due on Bond by Mr. Richard Tyson Merchant late of Madrass
12th Months from 15th May 1769 Interest for that time
Sums due by Mr. Richard Tyson on Account Current
Pagodas 18000 is Interest on the Company Bond
Rupees 10000 Bond Debt by Company
Rupees Amount of the above Bond Interest
Rupees under Bond Debt by the Honble Company
Sums Old Charges due Mr. Tyson

Sworn before George the 2d
Council Fort St. David
Mayors Court at Madrass Patnam
Tuesday the 4th Sept.r
1770
Present
James Souden Esqr. Mayor
Peter Auriol — John Johnson
Edward Monckton — John Cobbett
Aldermen

Mayors Court

Present Presiding at Rangoon the Kingdom of Pegue Mr. by his Attorney Daniel De and Mess.rs De Castro & Hart George Merchants Defend

This Cause coming on to be heard and debated this day in the Presence of the Attornies on both sides on Reading the Complainants Bill & with Account Current annexed the Defendants Answer with Exhibits annexed On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It Appearing to this Court that the Defendants have not made any Objections to the justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant out of the Money Goods and Effects in their hands belonging to Richard Tyson the Debt due to the Complainants being Seven Thousand four hundred and forty one Pagodas eight Fanams and forty Cash Pagodas 7456 8 40 and for which purpose It is further Ordered and Decreed that the Defendants shall deliver unto the Complainant all such Goods Effects Bonds or Papers belonging to Richard Tyson as may be in their Possession to the Amount of the said Debt and together with such Interest as now is or shall hereafter become due thereon Monthly till full payment is made the Costs of Suit shall be Defrayed out of the Amount of such Money Goods and Effects

Decree

To the Honble Mr. Mayors Court at Madrassapatnam

Filed 2d Feb.y 1770

Humbly Complaining shew unto this Honorable Court Your Orator The Honorable Edward Monckton of Fort St George Esquire That Thirty years Thirty and Odd Years Merchants stood indebted unto Your Orator in the full and just Sum of Seven hundred and Thirty

Madras 23 January 1770

We Saint Thomas Chonglemoory Chitty and Tolichinga Chitty Bondsmen for Cursa Thee Camaraja Chitty for Wyland brought from the State of October last Jaman the Honorable Edward Monckton Esqr to the Amount of 538 Pagodas And Short Load 10 Candy 6 Maund 20 Viss which Short Load is to be Returned within the 23 of February. And the above Mentioned Sum of 538 Pagodas to be paid on the 23 of March Next with Interest Or in Which Condition We have given Security for the Money. Witness Our Hands and Seals Chonglemoory Tolichinga

Chitty

Witness

A true Translate as near as can be from the Original in the Malabar Language by Coneapah Seavan Interpreter

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 25th day of April Anno Domini 1770

Present

Francis Fowke Esquire Mayor
Peter Manette — & Alexr Davidson
Aldermen

Between the Honble Edward Monckton Esqr Member of Fort St George

Sterling Money of Great Britain at the Rate of Ten Shillings for every Pagoda the Sum of Five hundred and Pagodas and four Shillings Sterling and also Appear by a Recognizance Entered into this third day of January on the Part of the Said hundred Pagodas Security herein Named for the Purpose this Honorable Court that the said Chonglemoory Chitty as part of this Your Orders Rule of Court to pay the further Sum Towards the Costs Court that the said Chonglemoory Chitty and Tolichinga Chitty of the Said hundred and Thirty Eight Pagodas

Pursuant to the Rule of this Honorable Court the 23 January Chonglemoory Chitty and Tolichinga Chitty Obligation to pay unto Your Orders every Morning of Judgment Your Orders thereupon Chonglemoory Chitty and Tolichinga Chitty Pagodas Original Order the said two Bondsmen before Affidavit and Request fully duly and Particularly Exhibited the Said Bondsmen Made Your Orders the aforesaid Day of Thereupon Ordered that the Said Chonglemoory Chitty and Tolichinga Chitty Pagodas with Costs of Suit

Came the Said Attorney for the Said Chonglemoory Chitty and Tolichinga Chitty and Represented to the Court Judgment on the Said Chonglemoory Chitty and Tolichinga Chitty to pay the Said Sum of Pagodas with Costs of Suit as by the Records of this Court doth appear Whereupon it is Ordered by the Court that the Said Chonglemoory Chitty and Tolichinga Chitty do forthwith pay the Said Sum of Pagodas with Costs of Suit to the Said Attorney

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Chilly and Sabadeny at Calcutta
Dawes Merchants Defendants

The Defendants being arrested and Holden to Bail at the suit of the Complainants Dawes & Chilly Merchants for Sicca Rupees to Order and Damages and Costs of Suit and Dawes that the Defendants shall pay unto the Complainants the Sum of Three Thousand Pagodas & Twenty Eight Pagodas & 32 Cash and together with Interest or Costs or shall bring the Same Into Court on Default of Payment to Judgment to Issue & Execution to Issue

Dated 23 Feby 1770

To the Honble the Mayor Court of Judicature

Humbly Complaining Sheweth unto this Honble Court Your Orators Dawes & Chilly Merchants Subjects of the Kings Most Excellent Majesty Inhabitants of Calcutta in the Province of Bengal and Subahs thereof that your Orators have been Employed by Mr Sydnaraum Andeparh of Hoogly Merchant to Purchase for him Sundry Goods Wares & Merchandizes to the Amount of Three Thousand Pagodas & Twenty Eight Pagodas & 32 Cash which your Orators have accordingly Purchased and Delivered to the said Sydnaraum Andeparh and Sundry Bills of Parcels Invoices & Accounts Delivered to him of the Same and Your Orators have Demanded Payment of the Said Sydnaraum Andeparh of the Said Sum of Three Thousand Pagodas & Twenty Eight Pagodas & 32 Cash which he refuses to Pay Your Orators therefore Pray a Writ of Subpoena may Issue out of this Honble Court Directed to the Said Sydnaraum Andeparh Commanding him at a Certain Day and under a Certain Pain therein to be Limited personally to be and Appear before this Honble Court then and there to Answer the Premises and to Abide and Perform such Order Decree and Judgment therein as to this Honble Court shall Seem Meet and your Orators as in Duty Bound will ever Pray &c

Chilly & Sabadeny

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Honorable Court that he hath frequently and in an amicable manner both by himself and his said Attorney Requested Payment from the said Sydnaraum Andeparh of the said Sum of One Thousand and Fourteen Pagodas and Twenty Eight Cash

But now so it is May it please this Honorable Court the said Sydnaraum Andeparh Obstinately and willfully refuses to Pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Upon Which Your Orators therefore Pray a General Relief such as to this Honorable Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Sydnaraum Andeparh may Upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orators the Aforesaid Sum of One Hundred and Fourteen Pagodas and Twenty Eight Cash with all such Interest as may be or shall become Due thereon and all Costs of this Suit

May it please this Honorable Court to Cause the said Sydnaraum Andeparh to the Summons and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honorable Court at a Certain time and place to be by this Honorable Court Limited and Appointed thereafter there to Answer and to and Abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

February 1770

John Saykell
Attorney for the Complts

This Bill was shewn to Me the Day of Nov. and was Returnable next Court Day

Francis Fowke
Mayor

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Mayor's Court
Madrasapatnam

Rec'd and filed
June 12th 1769

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto
this Honorable Court Your Orator Joanna Manuar of
Madras Merchant & Prot. Augustus Athanasius at present of
Madras Merchant stands Indebted unto Your Orator in the
Sum and just Sum of Four Hundred and Eighty Six Pagodas
Star Coin Each Current Money of Madras Making nine
Sterling Money of Great Britain Accounting every
Pagoda Eight Shillings the Sum of One Hundred and Sixty
four Pounds and Eight Shillings or thereabouts As will more
fully and at large Appear by a Translate of an Account
annexed Account Current herewith Annexed to the Inspection
of this Honorable Court Whereof Your Orator prays may be
Admitted as Part of this Your Orator's Bill of Complaint
& Your Orator further Sheweth unto this Honorable Court
that He hath frequently addressed Amicable Manner
Requested Payment from the said Augustus Athanasius of the
said Sum of Four Hundred and Eighty Six Pagodas and
Seven Cash

Batmon 20th 1st May 1769 Appears
this Honorable Court the said Augustus Athanasius Obediently
and Respectfully Appears & they thereupon in Answer Your Orators
Mayor's Court Inspection touching the Premises Your Orator
therefore prays Process of this Honorable Court be

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To the End therefore that the said Messrs. Ayres & Johannes may be fully heard in their Defence touching the Premises, We the Commissioners aforesaid have caused to be issued unto them Our Writ of Subpœna, directed to the said Thomas Kuddenbaugh, commanding him personally to be and appear before Us at Our Office in Philadelphia, on the Second Monday of this present June, to answer the Premises, and further to perform and abide such Order therein as to Us should appear meet and agreeable to Equity and Good Conscience; at which Day the said Messrs. Ayres & Johannes appeared by their Counsel, and the said Thomas Kuddenbaugh appeared in Person, and Counsel was heard on both Sides touching the Premises, whereupon it is Ordered, Adjudged and Decreed by Us the Commissioners aforesaid, that the said Messrs. Ayres & Johannes do forthwith bring into Our Office a full and true Account of the Sales of the Goods and Merchandizes in the Bill of Complaint mentioned, and that the said Thomas Kuddenbaugh do forthwith bring into Our Office a full and true Account of the Sales of the Goods and Merchandizes in the Bill of Answer mentioned, and that the said Accounts be laid before Us at Our Office in Philadelphia, on the Second Monday of this present June, when We will proceed to make such further Order therein as to Us shall appear meet and agreeable to Equity and Good Conscience.

And afterwards, to wit, on the Second Monday of this present June, at Our Office aforesaid, before Us the Commissioners aforesaid, came the said Messrs. Ayres & Johannes, by their Counsel, and produced in Court a full and true Account of the Sales of the Goods and Merchandizes in the Bill of Complaint mentioned, and the said Thomas Kuddenbaugh, in Person, produced in Court a full and true Account of the Sales of the Goods and Merchandizes in the Bill of Answer mentioned, which Accounts are in the Words and Figures following, that is to say:

Mr. Thomas Kuddenbaugh to Ayres & Johannes, Dr.

1763 July 16 To Interest on Rupees 12578 @ 1¾ p Cent p Month 28 3/4
1764 July 20 To Sundry other Articles Amounting to 163 Pc 8 @ 1¾ p Month 35 7/8
Duty paid the Managers that were at Kuddenbaugh's on all the Goods in My possession 50
Your Proportion thereof Amounting to
1765 July 20 To Interest for 18 Years on Rs 239 3/4 @ 2 Rupees p Month 59 7/8
Paid Corbyn's Hire " 7/8
The Amount of Messrs. Ayres & Johannes Stands Indebted 3 in Rupees 309 7/8

Kuddenbaugh's
November 22 1765 (Signed) Thos. Kuddenbaugh

A True Translation as near as can be from the Original in the Armenian Language to the Portuguese by Lazar Moses and from the Portuguese by Thomas Clancy Esqr. Interpreter to the Board of Commissioners

Dr. Ayres & Johannes in Acct Curt With Thos. Kuddenbaugh Cr

1763 Feb 22 To the Amount Sales of 248 Pieces of Allejars & Mallas Consigned by me to Thos. Kuddenbaugh Esqr. May 1762 and Sold by Him at Kuddenbaugh's @ Rs 8 p Piece as p Thos. Kuddenbaugh's Sales Amounting Rs to Rupees 1989 3 2
To Your Commissions Do 5 p Cent @ 230 p 100 Rupees 99 9 3
Nett Proceeds Rupees 1689 2 3
@ 230 p 100 Rupees " " 471 8 33
To Interest on Do from the 22 December 1765 being 2 Months & 5 & 18 Days the Above Goods were Sold to the 10th June 1769 viz 2 Years 5 Months & 18 Days @ 8 p Cent p Annum 2 Years 22 23
Rupees 660 22 23

Cr

By the Amount of Charges Marchandize &c viz 248 Pieces of Allejars & Mallas as p Thos. Kuddenbaugh's Sales Amount Rs 1989 3 @ 230 p 100 Rupees 88 15 60
By Interest on Do from the 20th July 1765 to the 10th June 1769 viz 3 Years 10 Months 20 Days @ 8 p Cent p Annum 27 16 36
115 32 16
By Ballance due 486 " 7
Rupees 660 32 23

Errors Excepted 10th June 1769

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Read and Filed
29 August 1769

The Answer of [illegible]
to the Bill of Complaint of [illegible]
Merchant

And the Defendant [illegible]
Saving to himself all Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Bill of Complaint contained for Answer thereunto or unto such Parts thereof as he this Defendant is advised is Material for him to make Answer unto He this Defendant answering saith that he has not exhibited unto this Honble Court any Account of the Monies in the Complainants Bill mentioned nor hath he this Defendant any Book or Books of Account wherein the same are entered but he this Defendant doth believe that the Complainant hath in his Custody or Power all such Books of Account and Papers as will prove the Truth of the Matters in the Complainants Bill mentioned and this Defendant doth refer the Complainant to the same when produced and he this Defendant doth hereby Consent that the same may be read and made use of as Evidence in this Cause as there shall be Occasion And this Defendant further answering saith that he this Defendant was employed by the Complainant to purchase for him in Hyderabad the Goods in the Complainants Bill mentioned and this Defendant did accordingly purchase the same and did ship the same on board the Ship Duke of Cumberland for Bombay and this Defendant did draw Bills of Exchange on the Complainant for the Amount thereof which Bills were duly paid and this Defendant hath not received any Money or Effects belonging to the Complainant except the Sum of Rupees 1000 which this Defendant received from Mr Ballantine and this Defendant hath accounted for the same in the Account rendered by him to the Complainant and this Defendant doth deny that he this Defendant ever received any Money or Effects belonging to the Complainant except as aforesaid and this Defendant doth deny all Combination and Confederacy with the said Ballantine in the Complainants Bill charged without that there is any other Matter Cause or Thing in the Complainants Bill of Complaint contained material or necessary for this Defendant to make any Answer unto and not herein and hereby well and sufficiently answered confessed traversed and avoided or denied is true to the Knowledge or Belief of this Defendant All which Matters and Things this Defendant is ready and willing and humbly prays may be so Answered and Confessed as this Honble Court shall think fit and direct And this Defendant humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Jno Rigby
Attorney for the Defendant

34

67

Dr Ballantine Marcar in Acct With Ingurie Athanas Cr

1762 May	15	To freight of two Bales Goods Manufactured	7	00	1769 July 20	By Ballance due	339 5/8
		To Cooley Shivram & Bolefsons					
		do To Hyderabad	15	1/2			
July	15	To Do from the Dubyshire	3	1/2			
		To Cash paid at Hyderabad					
		Mallic Allipare	117	3/4			
1763 July	15	To Interest on the above					
		sundrys Articles to	78	5/16			
		Lawful Coin					
1764 July		To Do on the above to Articles	23	7/8			
		To Nizam Alley Cawnpore					
		Duty on Marattas Goods					
		Cannah Goods in my	8				
		Possession his Proportion					
		Commission &c					
1765 July		To Interest for 1 Year on 2	57	1/4			
		5/8 Rupees					
		Rupees	339	5/8		Rupees	339 5/8

Errors Excepted for Ingurie Athanas

Memorandum That is to say that the Sum of Fifteen Hundred Rupees of the Sum of which is Seven Thousand Five Hundred Rupees is the Amount for Piece Goods which I bought of Ingurie Athanas Goods for which I do hereby agree that the Conventions shall cease after two Months Date of Payment to pay and take this my Note of Hand back

67

A true Translation
of the Petition Language by Comparah Read & Explained

Pp Ruffer
Attorney for the Petitioner

Read & filed
27th August 1789

To the Honorable Mr. Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto
Your Worships Court Your Petitioner
Madam Monsieur that whereas
Mayor for Monsieur Monsieur
the sum of two thousand
Eight Pagodas
to Summons
Court and
of this Your
Hundred and
of the Honble
Rupees for
Sum of Eighty
Honble Court
Eight Shillings
of thirty four
Money of
the Honorable
Honble Court
Mayor of
Honble Court

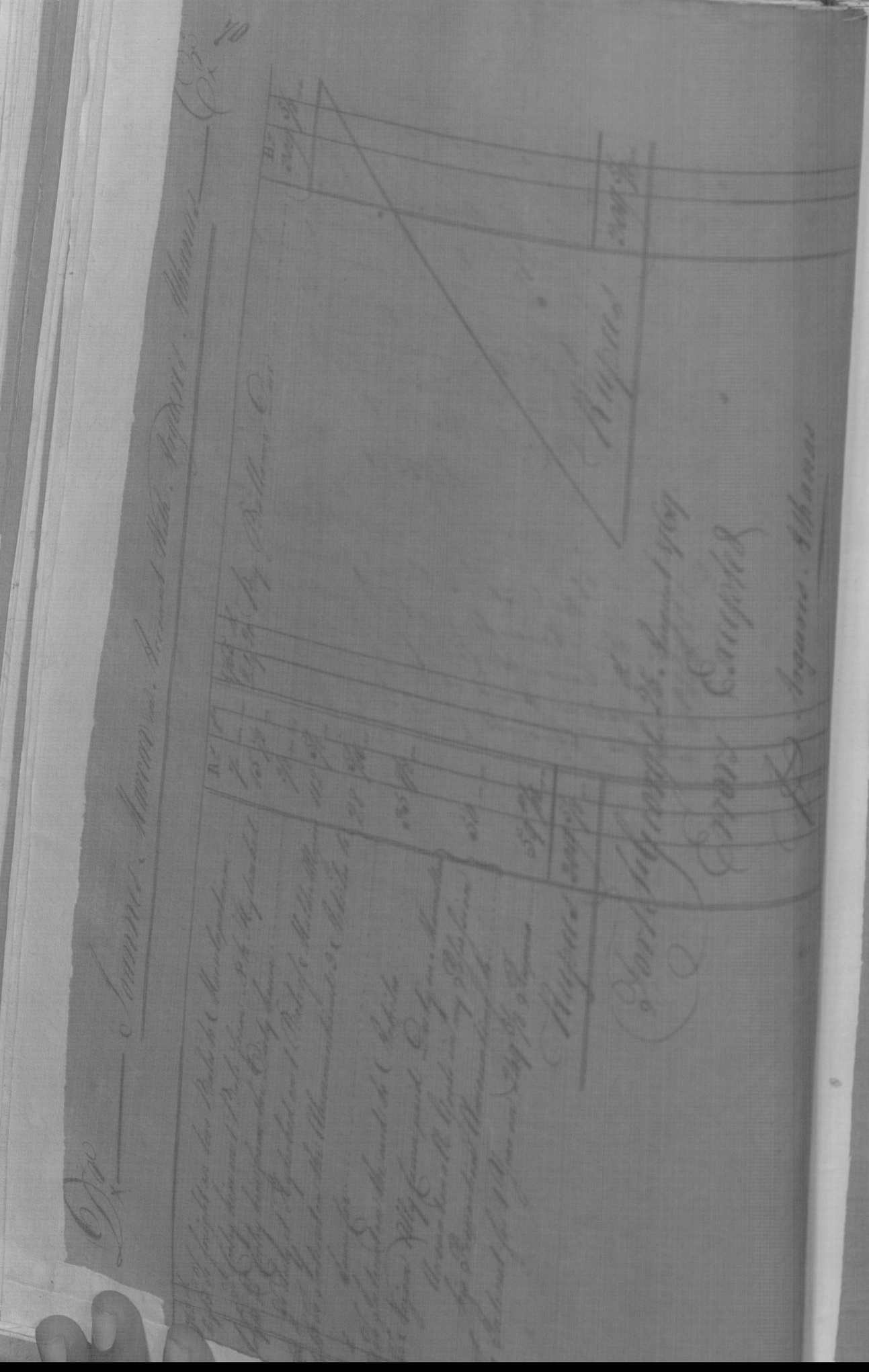
Pp Ruffer
Attorney for the Complainant

2

To the End therefore that the said Joannes Marcar may
his Corporal Oath so full true Direct and perfect Answer unto
to all and singular the Matters and things herein before set forth
and alledged as fully truly and Effectually to all Intents and
Purposes as if the same were here again Repeated and Interrogated
and that he may be Decreed to pay unto Your Orator the aforesaid
Sum of Eighty Eight Pagodas and Ten fanams together with
all Such Further Sum and Sums as now is or shall become due
Mensem aforesaid & Costs of this Suit

May it Please this Honorable
Court to cause the said Joannes Marcar to be Summoned and
Required by the Sheriff of Fort St George Peons of Madrasapatnam
Interpreter and the Pleadings thereof personally to be and appear
before this Honorable Court at a Certain Hour and Place herein
by this Honorable Court prefixed and Appointed there and
there to hear and to and abide by such Order and Decree Mensem
as this Honorable Court Shall seem Meet

Pp Ruffer
Attorney for the Complainant



Filed 3 October 1769

Lawrence Hammond

Exhibit

Lawrence Hammond

Exhibit

Lawrence Hammond

Exhibit

12

Read and Filed
6th October 1769

The Replication of

Thomas Hudson Merchant

Thomas Hudson Merchant

This Replyant

Thomas Hudson Merchant

Plaintiff in this Cause Saving to himself all and all manner of Benefit and Advantage of Exception to the many manifold Errors Uncertainties and Insufficiencies in the said Answer Contained for Replication thereunto Saith that he this Replyant will aver and Maintain his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto and that the said Answer is very uncertain and insufficient in the Law to be replied unto by this Replyant and that the matters and things in this Replyants said Bill of Complaint Contained are true and sufficient in the Law to be answered unto by the said Defendant and which said Answer this Replyant doth Refer to the Consideration of this Honorable Court and for Replication saith that he will aver and Maintain his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendant

and things therein contained to be good certain sure and sufficient in the Law to be Replied unto in such Manner and Form as the same are therein and thereby set forth and Alledged and that the said Replication is very Uncertain and Evasive. And this Defendant further saith that he is still (absolutely) denies to stand Indebted unto the Replyant (in any) Sum or Sums of Money Whatsoever And doth also severally Insist that the Replyant doth stand Justly and truly Indebted unto this Defendant in the Sum of Four Hundred and Eighty Six Pagodas and Seven Cash As Set forth and Stated in the Original Bill of Complaint Exhibited by this Defendant against the Replyant and the Account Sales and Account Current thereunto Annexed and also this Defendants Replication and Translate of Instructions Annexed thereto And this Defendant further saith that upon Reference to the said Account Current Annexed to this Defendants said Bill of Complaint it will Appear that the Replyant has Credit for the Sum which he as Unjustly (Indebted) this Defendant is Indebted to him and for which he filed this said Cross Bill and that the Sum for which this Defendant Commenced his said Action is the Ballance of that Account with that Interest Indebted And the Replyant being Answerable to this Defendant for the Amount Sales of the Goods in Question and this Cause was Therefore and for the reasons Set forth by this Defendant in this his Defendants Reply to the Replyants Answer it is Absurd for the Replyant to Alledge that this Defendant is Indebted to him in the Sum which he has Credit for as before mentioned And by what the Replyant Acknowledges himself to be Remainder to which therefore and this said Replication Not That because not Authorized to Sell the Goods in Question and Trust as this Defendant Conceives all Intents and Purposes therein Mentioned he is Answerable to this Defendant for the Amount Sales of them According to this Defendant Is and Actions and Conclusively Confutes this Allegations as to this Defendants being Indebted to him This Defendant further Saith that he (absolutely) Denies the truth of what the Replyant Sets forth and Insists this Defendant further

Honourable Court shall be Directed and Most humbly I pray
in and by his said Answer he hath already Prayed

John Sayres
Attorney for the Defendant

Read and Filed
October 31st 1769

The Replication of Augustus Thomas
of Madras Merchant to the Answer of
Joannes Marcar of the same place Merchant

This Replicant now and at all times hereafter
Saving and Reserving to himself all and all manner of Exceptions
and Advantages of Exception to the many Untruths Uncertainties
Answer Confessed for Replication thereunto doth and will
Averr Justify & maintain and Prove his Bill of Complaint
and all and Singular the Matters and things therein Contained
to be Certain True & Sufficient in the Law to be Replied unto
in such manner and form as the same are therein and thereby
set forth and Alledged and that the Answer of the said Defendt
is very Untrue and Evasive This Replicant further Saith
that the Defendant doth Justly and truly Stand Indebted
unto this Replicant in the Sum and past Sum of Three Hundred
and Nine Pagodas and Five Eights as is set forth and Alledged in
this Replicants Bill of Complaint And the Account thereunto
annexed which Sum this Replicant laid out in Sundry Charges
Made in the Disposal of the Defendants Bale of Piece Goods
Mentioned in this Replicants Original Answer and Rejoinder
Sworn unto by Heydon Clark and this Defendant Albeit Justly doth
Owing and Ought unto the Complainant in the Sum of Three
Hundred and Eighty Six Pagodas and Seven Eights as is in Originally
set forth and Alledged in the Defendants Answer nor in Any
other Sum or Sums of Money Whatsoever

Replyed to Reply and Rolling to Reply Mentioned
to the Honorable Court that the Court and Most Humbly
Prays as in and by the Sd Bill of Complaint he hath
Already Prayed

P.P. Ruffin
Attorney for the Replyant

Read and Filed
October 25th 1769

Mr. Rejoinder of Rejoins
[illegible] Mentioned to the Rolling
[illegible] Answer of the same plea

Mr. Defendant

Saving & Reserving to himself full Benefit
Advantage of Exception to the many
Insufficiencies and Imperfections
Exceptions for Rejoinder thereunto
Mentioned Says he doth not believe
Contained in this Defendants Answer
Sufficient in the Law to be Replyed
Same as the same Are Materially
that the said Replication is very
further saith that he still Maintains
with the Contents of his Answer
his Prayer Most Humbly
of May Whatsoever that the Defendant
Use of this not having been Necessary
This Goods Mentioned in the Bill
This Defendant was for the Reasons
Shews that at the time the Defendant
Expended in the said Bill of Price
Ingrossed & that the Defendant
Jeremy Ellam began the Complainants
Orders this Defendant Received
said Bill of Price Goods
the time the Defendant

And the said Gregory & Shaw Nazar Refused Accepting of it
also a Saucar and one Stephan Catchick the same Was Recom
to this Defendant by the Complainant for to Deliver to him the
Bail of Price Goods and Merchandize the Latter was Likewise Appo
by the Complainant As this Attorney to give the said Gregory Sha
Nazar and for them also to Receive the said Bail of Price Good
when the Saucar Refused Taking it Telling this Defendant they
were not able to dispose of the Complainants Goods they had then
in hand nor also three of there Owners that the Taxes and Impositi
of Nazars Alley Caused Where the Considerable that there for they
Absolutely Refused to take Another Rooms Property into their
Custody and this Defendant was also Obliged to quit the Country and
Most wrong Accounts as this Defendant Was Obliged to pay a Tax
of Nine Hundred and Seventy Rupees and Knows Not What to a
but was Obliged to Dispose of the Complainants said Bail of
Price Goods and Stock as Well as the Merchandize belonging to this
Defendant to a Considerable Amount & as this Matter Extends to
a Memorable Affair As this Defendant Most Humbly Refers
it to Such to the Judgement of this Honorable Court

All which Matters and Things this Defendant
is Ready and Willing to Aver Maintain and Prove as this
Honorable Court Shall Direct and Most Humbly Prays Answer &
by this Said Answer he Shall Already Prayed

P.P. Ruffin
Attorney for the Defendant

To Mr. Johannes Marcar

Shaws Received Your Letter Wonder dated
this 3d December 1769 having Observed the Contents and find You
are in good Health &c

Regarding the Bale of Cannongs bag
Containing 150 Pieces of which there is not a Piece Sold to this
day which has made Mr Johannes Marcar also Acquainted

(X)

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Defendant in a Certain Cause Wherein James Marcus of the City of Merchant is Complainant and Gregorio Nazar Thomas Plain Merchant is Defendant

To all the Witnesses

Do You know the Parties Complainant and Defendant in this Cause if Yea how long have You or Known them or either and which of them

To Nazar Gregory

2dly Do You know or do You not know that during the Last Siege of Pondichery Cause at Hyderabad that he took from the Defendant any Sum or Sums of Money if Yea what Sum or Sums of Money did he so take and at what time and on what Account fully Declare

Do You know or do You not know unto Rajah Mercanine was Dewan of Moorad Hyderabad that he took also a Sum of Money from the Defendant if Yea what Sum or Sums of Money did he so take and at what time and on what Account on behalf of the Defendant fully and Particularly Declare Do You know or do You not know whether the Defendant told Gregory that he might get Bale of Cloth and that he might keep the same in his own house if Yea what Answer did the said Gregory the Nazar make to it the Subject of the Matter and all other Circumstances between the Defendant and Complainant touching this Matter together with Your Reasons for Such Your Knowledge and Belief and how You came to know the same fully and Particularly Declare

Lastly Do You know or can You say any other thing for the Matter Material for the Defendant in this Cause if Yea set forth the same as You know or believe together with Your Reasons for such Your knowledge and Belief

Pye Rosser
Attorney for the Defendant

Mayors Court at
Madras Fortsaint

Depositions of Witnesses taken before the Court

Cojee Nazar Gregory

1st

2d

42

to this Interrogatory

To the last Interrogatory this Deponent Says He that after the
Above Examination the Defendants Servants came to Gregory
Shaw Nazar in the Name of Cojee Nazar Demanded
Money and Goods to which the said Gregory Answered that if
would pay the Charge Merchandize or the Goods they were
Prepared and he might take them away that after this the
Goods were Disposed of by the Defendant to Sultan Nazar
to the Amount of ₹5000 fifty Pagodas Reward Rupees Pod aforesaid
Deponent not to this Interrogatory

William Chambers

Examined

Mayors Court at
Madras Fortsaint

Tuesday the 24th day of April
Anno Domini 1770

Present

Francis Lasadun Esquire Mayor
Peter Mariette — and Alex.r Davidson
Aldermen

Between Joanna Manuel
of Madras Merchant Complainant
and Augustin Athanase at present
of Madras 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 the Translate of
the Account Sale and Account annexed and the Defendants
Answer with the Translate of the Account

Sworn Recorded and Safely Stowed and Transfer thereof to be
Inserted to annexed for the Inspection of this Honorable Court
Which the Prays may be admitted as part of this Your Orators
of Complaint which was Signed Sworn made Your Orator
Maria Sarah Widow and Relict of Narraindoss of Madras
inhabitant For that Whereas the Transferor deceased Husband
Narraindoss did on the above date Sind unto the said Defendants
Husband Lewis his Life Bond the said Sum of One Hundred and Eleven
thousand Pagodas and gave for Security his House Bill of Sale which
Bill of Sale is ready to be produced to this Honorable Court if
Required Your Orator further Shews unto this Honorable Court
that he hath frequently and in an Amicable manner Requested
Payment from the said Defendants the Widow of the said Deceased
Repairdorf the said Sum of One Hundred and sixty three Three
Pagodas

But now so it is and may it please this Honble
Court that the said Defendants by Obstinately and Willfully
refuse to give Your Orator any Manner of Satisfaction touching
the Premises the Your Orator is fully informed that the said
Defendants are in Possession of all the Goods Chattels and
Effects of the said Deceased Husband and Testator of the said
Defendants by being well Acquainted of the said deceased Husband
Lending and Dealing of the Transferor deceased Husband the
aforesaid Sum of One Hundred and sixty three Pagodas and of his
granting the Transferor Husband the Bond and Obligation
and House Bill of Sale on the terms and Conditions before Recited
if not why not and if the cannot Set forth and Declare the Particulars of
the several and respective Articles of the Goods Chattels and Effects
of the said Deceased Husband which Defendants of Knowledge not and
more Over that upon the death of the said Deceased Husband of
Lewis some other Debts Legacies Sale or may Spend of his Goods
Chattels and Effects if not what and that they may be Ordered
to pay unto Your Orator the aforesaid Sum of One Hundred &
Sixty three Pagodas together with all such Interest as may
be Due thereon to the Time of the Payment thereof
and the Costs of this Suit

May it please the Honorable Court to
Grant the said Defendants may be Summoned and Required by the

full Power and Authority to Demand and Receive the Same
from the said Upon Receipt thereof to give Discharge for the Same or
Part thereof and After said Minnimah Widow do hereby Covenant
agree to and With the said William Clark that the said Sum of
Hundred and Sixty three Pounds is justly due and owing and
not Received the same or any Part thereof In Witness
Whereunto Subscribing hand and Seal Office the twenty Ninth
Day of March in the Year of Our Lord One thousand Seven Hundred
and Seventy

Signed in the Presence of

Mayor Council
Aldermen

Tuesday the 1st day of May
Anno Domini 1770

Present

Thomas Shandan Esquire Mayor
John Dickinson — and Thomas Bowsey
Aldermen

William Clark of
Medical Assistant Complainant and
Surgeon of Medical Assistant
Widow and Relict of Reynolds Deceased

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 Sum
of Sixty three Pounds
Money together with such Interest as may be due thereon
Demand Monthly till Payment is made also all
Costs of this Suit

Plaintiff

Rec.d 10th March 1766

To the Honorable the Mayors Court at Madras

Humbly Complaining Sheweth unto this Honorable Court Your Orator Padaya Aroofen of Tondaimans Grange Gentoo Merchant That Candapen of Madras Fenneyly stands Indebted unto Your Orator in the Sum of One Hundred Pagodas Current Money of Madras Making one Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Forty Pounds As will more fully and Large Appear by a Translate of an Obligation and Transfer thereof hereunto Annexed for the inspection of this Honble Court which was Signed Once to Your Orator by Elandayeh Pooley of Madras Inhabitant And which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that He hath frequently and in a Friendly Manner Required payment from the said Candapen of the said Sum of One Hundred Pagodas

But now so it is May it please this Honble Court the said Candapen Obstinately and Willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore

Madraspatnam and the Distance there of Personally to be Appear before this Honorable Court at a Certain time and place to be by this Honorable Court prefixed and Appointed Then and there to Answer this Your Orators Bill of Complaint & further to Stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet

John Lysh
Attorney for the Complainant

Rec.d 25th October 1766

To the Honble the Mayors Court at Madraspatnam

Humbly Complainning Sheweth unto this Honble Court Your Orator Padaya Aroofen of Tondaimans Grange Gentoo Merchant That Candapen of Madras Fenneyly stands Indebted unto Your Orator in the Sum of One Hundred Pagodas Current Money of Madras Making one Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Forty Pounds As will more fully and Large Appear by a Translate of an Obligation and Transfer thereof hereunto Annexed for the inspection of this Honble Court which was Signed Once to Your Orator by Elandayeh Pooley of Madras Inhabitant And which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that He hath frequently and in a Friendly Manner Required payment from the said Candapen of the said Sum of One Hundred Pagodas

But now so it is May it please this Honble Court the said Candapen Obstinately and Willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore

(6)

Mr Edmund Saunt in Account

1769

March 25 Sundry Accounts of Rent Rates & Taxes paid this Year
To Interest on Ditto from the 25th March 1769 to the 25th March 1770 @ 5 p Cent p Annum

Mr John Finnyand Chilly

		By Cash Received on Stock	3	
		By Interest on Ditto from 1st May 1767 to 25th March 1770 2 Years 10 Months and 4 days @ 8 p Cent p Annum	22	13
		By Cash Received	3	
		By Interest on 3 from 1st June 1767 to 25th March 1770 2 Years 9 Months 24 Days @ 8 p Cent p Annum	21	12
July	1	By Cash Received	3	
		By Interest on 3 from 1st July 1767 to 25th March 1770 2 Years 8 Months @ 8 p Cent p Annum	21	12
August	1	By Cash Received	3	
		By Interest on Ditto from 1st August 1767 to 25th March 1770 2 Years 7 Months 24 Days @ 8 p Cent p Annum	20	16
September	1	By Cash Received	3	
		By Interest on Ditto from 1st Sept. 1767 to 25th March 1770 2 Years 6 Months 24 Days @ 8 p Cent p Annum	19	12
October	1	By Cash Received	3	
		By Interest on Ditto from 1st October 1767 to 25th March 1770 2 Years 5 Months 24 Days @ 8 p Cent p Annum	18	10
November	1	By Cash Received	3	
		By Interest on 3 from 1st November 1767 to 25th March 1770 2 Years 4 Months 24 Days @ 8 p Cent p Annum	17	12
Dec	1	By Cash Received	3	
		By Interest on 3 from 1st Dec 1767 to 25th March 1770 2 Years 3 Months 24 Days @ 8 p Cent p Annum	17	04
1768				
January	1	By Cash Received	3	
		By Interest on 3 from 1st January 1768 to 25th March 1770 2 Years 2 Months 24 Days @ 8 p Cent	16	16
February	1	By Cash Received	3	
		By Interest on 3 from 1st February 1768 to 25th March 1770 2 Years 1 Month 24 Days @ 8 p Cent p Annum	15	14
March	1	By Cash Received	3	
		By Interest on 3 from 1st March 1768 to 25th March 1770 2 Years 24 Days @ 8 p Cent p Annum	15	21
		By Balance Due	38	17 50
			26	23 11
			65	13 11

First Receipt 2 December 1769

Mayor Court at
Madrass patnam

Present
James Loudon Esqr. Mayor
Charles Smith — and Edward Lee
Hillarson

Between Pundigoe Rama Chitty
and Philip Ruffee

Endorsed
Read and Filed
21st October

To the Honble the Mayor
Court at Madrass patnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Philip Ruffee of Fort Saint George Inhabitant That Pundigoe of Madras Conicoply Merchd Indebted unto Your Orator in the Sum and just Sum of One Hundred Pagodas Lawful Money of Madras Making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Forty Pounds As will more fully and at Large Appear by a Translate of an Obligation and Transfer Bond hereunto Annexed for the inspection of this Honble Court which are Assigned over to Your Orator by Pundigoe Peday of Madrass Aforesd Merchd And which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honorable Court that Defendt Hath Fraudulently and in an Unreasonable Manner Prevented Payment from the said Pundigoe of the said Sum of One Hundred Pagodas

But now so it is may it please this Honble Court the said Pundigoe Obstinately and Wilfully Refuses to pay the same to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Speedy Relief may be in this Honble Court as shall appear Agreeable to Equity and good Conscience To the End therefore that the said Pundigoe may upon his Corporal Oath Full true direct and Perfect Answer make to all and singular the matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the Aforesaid Sum of One hundred Pagodas with all such Costs and Damages as now is or shall hereafter Accrue thereon at the Costs of this Suit

May it please this Honble Court to Cause the said Pundigoe to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrass patnam and the Dist Peons Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed

Mayor's Court

Tuesday the 15th day of May
Anno Domini 1770

Present

Francis Lowndes Esquire Mayor
Charles Smith — Esquire Edmund Moncey
Aldermen

Between Philip Roffey of Fort Saint George Inhabitant Complainant and Lundapah of Madras Country Defendant

Appearing by the Records of this Court that the Defendant hath been Served With the Usual Rule to Answer the Complainant's Bill but wilfully and Obstinately Refusing so to Do 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 Sum and Sums of One Hundred Pagodas Pagodas 100 — together with such Interest as is or shall become due thereon from the Time of Payment is made

Mayor's Court

Pursuant to the Decree of the Mayor's Court of the 15th Instant Philip Roffey Complainant and Lundapah Defendant

Philip Roffey Complainant

Lundapah Defendant

Know all Men by these Presents that I Philip Roffey of Fort Saint George Inhabitant Complainant in the Mayor's Court of Madras Country Do Acknowledge to have Received of Lundapah of Madras Country Defendant the Sum of One Hundred Pagodas Pagodas 100 — in Full Satisfaction of the Decree of the Mayor's Court of the 15th Instant Witness my Hand this 16th day of May 1770

Philip Roffey

Witness

Lundapah

Witness

Received the Contents of the above Bill and Decree

Lundapah

Witness

Philip Roffey Complainant

Lundapah Defendant

Know all Men by these Presents that I Philip Roffey of Fort Saint George Inhabitant Complainant in the Mayor's Court of Madras Country Do Acknowledge to have Received of Lundapah of Madras Country Defendant the Sum of One Hundred Pagodas Pagodas 100 — in Full Satisfaction of the Decree of the Mayor's Court of the 15th Instant Witness my Hand this 16th day of May 1770

Philip Roffey

Witness

Lundapah

Witness

Received the Contents of the above Bill and Decree

Lundapah

Witness

Philip Roffey Complainant

Lundapah Defendant

Know all Men by these Presents that I Philip Roffey of Fort Saint George Inhabitant Complainant in the Mayor's Court of Madras Country Do Acknowledge to have Received of Lundapah of Madras Country Defendant the Sum of One Hundred Pagodas Pagodas 100 — in Full Satisfaction of the Decree of the Mayor's Court of the 15th Instant Witness my Hand this 16th day of May 1770

Philip Roffey

Witness

Lundapah

Witness

Received the Contents of the above Bill and Decree

Lundapah

Witness

forgeneally And in an Amicable Manner Agreable Payment from the said Nayjaupeke of the said Sum of One Hundred and Two Pyatoes

But now to wit May it please this Honble Court the said Nayjaupeke Obstinately and Willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises But to Colour of Several Unjust Scandalous and Evasive Stratagems pretending that he never Received the said two half Pipes of Madeira Wine or that the same were ever any Part or Parcel of the said Cargo whereas Your Orator Charges that the same were Part and Parcel of the said Boats And that the Signed Bills of Lading for them as aforesaid & also Merely become Unnecessary for the Safe Delivery of the said Goods Paid to the said Captain Thomas Fletcher And as he had not done so he is to all Intents and Purposes liable to pay unto Your Orator the Value of the said Wine by these with the Freight Paid for it Your Orator therefore prays a Special Relief such as to this Honble Court may appear Agreable to Equity and good Conscience To the End therefore that the said Nayjaupeke may upon his personal Oath fully true direct and perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated And that He may be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred and two Pyatoes Withall such Interest as now is or shall hereafter become Due thereon as well as Costs of this Suit

May it please this Honble Court to cause the said Nayjaupeke to be Summoned and Required by the Sheriff of Kent to appear before this Honble Court at certain time and place to be by this Honorable Court prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

2. August 1769

John Ayres
Attorney for the Complainants

This Bill was drawn by me

The Day of Affidavit Made the Complainant having sworn to the Truth of this Demurrer

that he believes the Defendant is about to Depart from the Jurisdiction of this Court Let a Subpoena Issuable Immediately and Warrant of Arrest Issue

Edward Bourne

A 1 A
2 Cocky
2 Till B

Shipped by the Grace of God, in good Order and Condition
by David Young of Madras in and upon the good Boat called the Lakshmi
Narrama Voyage, Serang Nanjaraple Nhong is Master under God, for the
present and now Riding at Anchor in Madras and by Gods Grace bound
for Masulipatam to say three Thirds of Leagers of Batavia Arrack
and three Casks of Brandy being Marked and Numbered as in the
Margent, and are to be delivered in the like good Order and Condition at
the aforesaid Port of Masulipatam the Dangers of the Seas only Excepted
unto Mr. Adam Scheneck or to his Assigns he Freight for the said Goods
being paid with Primage and Average Accustomed. In Witness whereof
the Master or Purser of the said Ship hath affirmed to two Bills of Lading
all of this Tenor and Date the one of which two Bills being accomplished
the other are to stand Void and of no Effect. And the good Ship is to be conducted
from hence safely unto Port St. George this 12th Day of
April 1769

Sarangs Mark O

Read and Filed
3 October 1769.

The Answer of Nanjaraple of Madras
Merchant to the Bill of Complaint of David
Young of the same place Merchant

The said Defendant answering unto all those things
saving and reserving to himself all Benefit and all Manner of Benefit and
Advantage of Exception to the many Errors Uncertainties Imperfections
and Insufficiencies in the said Bill of Complaint contained for Answer
thereunto or unto so much thereof as this Defendant is advised
is material for him to make Answer unto he this Defendant Answereth
and saith that he admits to have signed to the Bills of Lading as set forth
by the Complainant in his Bill of Complaint but denies that the Contents
of the Bills of Lading so far as regards the Quantity of Goods shipped
are agreeable to the Articles delivered by the Complainant to the said
Defendant nor Ought to affect the Nature of the said Defendants defence
in any wise or Right or Possible he this Defendant hopes leave of this Honble
Court to shew the Matter of fact which he prays may be taken as part
of this his Answer that on the Month of June in the present

All Which Matters and things this said Defendant is Ready and Willing to verifye Maintain and Prove in such Manner and forme as this Honorable Court shall direct and Humbly prays to be hence dismissed with his reasonable Costs and Charges as also such Damages as this Honble Court shall deem reasonable and equitable Which he this Defendant doth most Humbly Entreat and in this behalf

Chas Bromley
Attorney for the Defendant

Read and Filed
November 15th 1769

The Replication of David Young of Madras Merchant to the Answer of Nazaroth and Jeremiah of Madras Marriner

This Replicant saving and at all times hereafter saving to himself all Manner of Benefit and Advantage of Exception to the many Insufficiencies and Imperfections in the Defendants said Answer contained for Replication thereunto saith that he doth and will aver the Matters and things in this Replicants Bill of Complaint are good certain true and Sufficient in the Law to be Answered unto in such Manner and forme as the same are therein and hereby Set forth and Alledged and that the said Answer is very Untrue and Insufficient and this Replicant further Saith that the said Defendants doth stand Justly and truly Indebted unto this Replicant in the Summ Sued for Notwithstanding what the Alledges to the Contrary in his said Answer And this Replicant further Saith and Humbly Insists that the Contents of the Bills of Lading in Question are Agreeable to the Articles delivered by this Replicant to the said Defendant at the the Defendant doth not make mention in his said Answer If so Supposing the Defendant should otherwise Acknowledge the Receipt of them and became Responsible for their safe Delivery at their Intended Port which he did not as Appears by the Signing the said Bills of Lading and Particularly over the Contents Thereof were Explained to them previous to his Signing the

a Day to send them on Board the Defendant Promised to Attend that
Service and go with them himself and See them on Board and then come
and Acquaint this Replyant and Receive the Freight Every thing was
Accordingly got ready and sent to the Sea Side and Part where things
generally are that are to be Shipd, and this Replyant went himself &
found the Defendant at the Seaside and this Replyant shewed the Defendant
all the things and the Marks of every one and told him which of them were
to be Delivered at Masulipatam and which of them at Ongole and the
Defendant took a piece of Chalk and did Immediately Mark those things
that were to be delivered at Ongole for Fear he should Do as the Master
this he did for his own Satisfaction and without being Desired so to do
by this Replyant This Replyant did then Apply to Mr Adams the
Master Attendant for Boats but not being able to get any Immediately
the Defendant told this Replyant that neither he nor his this Replyts
Servant, who was along with him nor Even Albert the Interpreter
had any Occasion to stay any longer there as he the Defendant would
go in One Boat himself with Part of the said things and Some of this
Peoples in the other Boat with the Rest of them and the Defendant also desired
this Replyant would go home and get his Letters ready and Do every thing
things were on Board he would Come and bring Gundaw the Banker
with him and Sign the Bills of Lading and Receive the Freight and the
Defendant hoped this Replyant would not Detain him as he wanted
very much to be gone Whereupon this Replyant left the said things
under the Care and Watching of the Defendant and went Home as
he Desired and filled up the Bills of Lading and finished the Letters
and in the Evening of the same Day the Defendant and the said Gundaw
did come to this Replyants and this Replyant desired the said Gundaw
to Ask the Defendant if he had Received all the things on Board &
was Answered that he had Received them all Safe and would be glad to be Dispatched
as he would Certainly go on Board Early in the Morning and Sail
Immediately this Replyant then read over the Bills of Lading to the
said Gundaw and desired him to Explain them to the Defendant and
Ask him if he had Received every thing and the said Gundaw told this
Replyant the Defendant said he had Received every thing Mentioned
in the said Bills of Lading he then Signed them and this Replyant
Paid him the Freight as Agreed on and Expressed in the

Filed and Feb 8th
December 12 1769

The Rejoinder of Nairne Pyke
Maxwell Defendant, to the Replication
of David Young of the Town Montreal
Complainant

This Defendant now and at all times hereafter Saving
and Reserving to himself all and all Manner of Benefit and Advantage
of Exception to the uncertainty and insufficiency of the Replication for
Rejoinder saith, that this Defendant his Answer is certain true and
sufficient in the Law to be answered unto and saith the same by this said
Answer he hath already said. And doth and will Aver Maintain and
Confirm all and singular the things therein before and contained in such Manner
as is therein alledged and Expressed. And further saith, that the said
Replication of the said Complainant is Uncertain and insufficient in the
Law to be Rejoined unto by this Defendant for Divers Slight and Imperfections
therein Contained. And this Defendant for further Rejoinder saith, that
he is not bound to the said Complainant thereon ever to Answer
or Reply. And this Defendant denies, that the Bills of
Lading to which he set his Mark by mistake or just as the rest of the
Articles mentioned in the said Bills of Lading were Delivered to him
this Defendant. And this Defendant further saith, he Paid no
more than fourteen Casks of Liquor and one Bracket. And this
Defendant denies, that the said Bills of Lading were read and Explained
to him by Examination the Master. And this Defendant further saith
that it may be surprising that he should Demand what he has not Paid
for or can this Defendant be Responsible for more than he has Paid. &
this Defendant further saith that Notwithstanding the Oath set to the
Mark to the said Bills of Lading he humbly Conceives this Honble
Court will not Oblige him to pay the said Complainant for Goods that
were not Delivered to him, or included to his Care and this Defendt
avers and Saith that the said Bills of Lading are Void in that part
for this Defendant says he Received not more than Three Casks
which they Mention to be Casks of Liquor more than Three Delivered
to him or Entered in the Custom House Books, as will Appear and Doc
to him and which this Defendant Presumes will be Produced to this
Court for that purpose by the said Complainant or

Yours Knowledge Thereof or Either and Which of them? Declare

Interrogatory 2. Did or did not the Complainant in this Cause at any time
or about the Month of April Last Purchase a Pipe or any other
Quantity of Madeira Wine for Captain Thomas Hetherington Jones
Mess^rs Daniel and Moses Hunter or Either of them or from any
other Person or Persons If Yea whom and from whom and at what
Price did the Complainant Purchase and what Price did he pay for the
same and how Do You know those Matters or Some of them Was the said Pipe of Madeira
Wine Carried by the Mr Robert Smith's If Yea how long did he Keep the
same on board the said Ship at any time Afterwards Put into the Hold of
Pipes If Yea How many and the said two half Pipes Marked If Yea
how were they Marked and by whom If Nay or Cannot say what did
become of the said two half Pipes of Wine and at any time Afterwards sent to the Port If Yea when and by
whom was the same sent to the Port and for what purpose do You know or have
heard Declare

Interrogatory 3. Did You or did You not at any time Afterwards Ask the Com-
plainant any Question or Questions about the said two half Pipes of Wine
If Yea what Question or Questions did You so Ask the Complainant
What Answer did he give You thereto The whole of those
Matters According to the best of Your Knowledge Remembrance Information
and belief Together with the Reasons of such Your belief fully and Particularly
Declare

Interrogatory 4. Did You or did You not any time in or about the Month of
April last sent to Messrs Desolmes & Co the Sole and Selling Agents of
Madeira Wine for the Complainant in this Cause If Yea by whose Order
Direction or Authority did You so do Did You not take and Receive the same
Accordingly If Yea what became of the said Pipe of Madeira Wine
After You had so Tasted and Tried it Did You or not the Wine
Contained in the said Pipe at any time Afterwards Part with two half
Pipes If Yea when by Whom and by whose Order was the same
so done and what became of the said two half Pipes The
whole of those Matters According to the best of Your Knowledge
Remembrance Information and belief Together with the Reasons of
such Your belief fully and Particularly Declare

Interrogatory 5. Did You or did You not at any time in or about the

Mark was Settled in the Knight for the whole of the said things? Was
or was not any thing Appointed to save the said things on Board of Ye
did or did not the Defendant Examine or Say he would Attend at the
Sugars or Sea Side and go with the said things himself and See them
on Board? Was Ye or was Ye not Present and did Ye or did Ye not
hear what Passed on that Occasion? Who Interpreted what Passed
between the Complainant and Defendant on that Occasion? Where or near
unto the said things and Particularly the said Two half Pipes of Mine was
any time afterwards Carried to the Sea Side If Ye know for what Purpose
were they so Carried there and when or how long after the Complainant
and Defendant had Settled about the Knight If there Was or were
not the Complainant and Defendant at the Sea Side at or about or soon
or how long after the said things were Carried there If Ye know did or did
not the Complainant shew the Defendant all or any and which of the
said things and their Marks and did he or did he not tell them or Either
of them the Defendants. Respectively and which of them at Cagot
If Ye know did or did not the Defendant Put any Mark on all or any and
which of the said things If Ye know what did he or Mark them and
whether by the desire of the Complainant or on his own Accordingly Did or
did not the Complainant or Else on the Complainants Account Apply to
Mr. Adam for a Boat or Boats to Carry the said things on Board of
Ye Which of You is Applyed and did you or did You not get any
Boat or Boats If not Did or did not the Defendant by Means of the
Said Cooper or Else Wise tell the Complainant that neither he nor
You had any Occasion to Stay any longer at the Sea Side? Did or Did
not the Defendant by any and what Means tell the Complainant that
he the Defendant would go in One Boat with part of the said things &
Mark one of his People about go in another Boat with the Rest of them or
did or did not the Defendant Say any thing Else about the said things
If Ye know what Did he so Say about them? Did or did not the Defendt
Say any thing to the Complainant about getting the Letters and
Bills of Lading Ready or about his Wanting to be Dispatched
If Ye know what did he or Say and what was done for Conveyance
thereof? Who Interpreted what Passed between the Complainant
and Defendant on that Occasion? Did or did not the Complainant
Either on Account of what the Defendants or Said or otherwise

of Price in the Deposition or Under the Care of the Defendant and if
how? & Why did or did not the Defendant and the said Condemner
the Evening of the Day on which the said Letter of Bond was
said things or any other time or Letters go to the Complainants
Did or did not the Complainant Desire the said Condemner to ask the
Defendant if he had Power all the said things on Board & Why
did or did not the said Condemner ask them Accordingly & Why
Answer did the Defendant give them & Did or did not the Complainant
at that time or any other time Tell Owen the said Bills of Lading
Condemner & desire them to Explain them to the Defendant & ask
him if he had Power Every thing Mentioned in them & Why did
or did not the said Condemner Explain the Contents of the said Bills
of Lading to the Defendant Accordingly and did he or did not the
third what the Complainants Property & Why was under the Care of
the Defendant & for what Purpose & Did or did not the Defendant
deliver some Afterwards & Why & How Much & When & Where
of the said Bills of Lading and Did or did not the Complainant
the said Condemner must & Did or did not the Complainant pay the Defendant
The Freight & Charges & Why & Answer did he or did not pay them &
did or did not any thing Else pass between the Complainant &
Defendant about the said things & What was your Reason & Why
Did you or did you not know what passed on that Occasion & Why
& Have Matters Standing as the best of your Knowledge Remembrance
Information and belief together with the Reasons & and Your belief
fully and particularly Declare

To all the Interrogatories — Do You know or any other Matter or thing or how
Question in this Cause that may tend to the benefit or Advantage of the
Complainant & Why & Declare the same as You know believe
or believe to be true together with the Reasons & and Your belief
as fully as if You had been thereto specially Interrogated

John Sykes
Attorney for the Complts

5

211

Mr. Robert Smith — Do
To One Pipe of Madeira Wine — Pagodas 100

Fort St George
11th August 1769

Errors Excepted
D. de Castro
M. de Castro

Mayors Court at
Madrasapatanam

Between David Young of Madras
Merchant Complainant and Benjamin of
the same Place Merchant Defendant

Deposition of Witnesses taken on this Cause by and
before the Examiner in this Court as follows &

George Auboin of Madras Esqre Aged 23 Years or Thereabouts
being produced as a Witness in this Cause on the Part of the Complainant
on the 5th Day of February 1770 Sworn in Court at the Office of Mr Allison
Examiner & is Attorney for the Defendant by one Clerk Aged Twenty
six Years after the Style & Title & Place of Abode of the said
Deponent & Afterwards on the Day following being Sworn and Examined
Deposeth as follows &

To the First Interrogatory this Deponent Saith that he Saith Knows
the Complainant & about Mr Months last the Defendant he Saith not
Certainly Knows —

To the Second Interrogatory this Deponent Saith that about the
Latter End of March last the Complainant Did Purchase of Mess.rs
Daniel and Moses De Castro a Pipe of Madeira Wine for Captain
Thomas Fletcher the Price of which to the best of this Deponents
Remembrance was one Hundred Pagodas the Complainant having
agreed them that was the Sum he had Paid for it that this said
Pipe of Madeira Wine was Carried on Board the Ship Mr Robert Smith
of whereon this Deponent did Believe and the Ship Mr Robert Smith
Sailed that Evening after this Pipe with other half Pipes which were

and a few Hours after that they were taken away by Pambu Collis in Order as this Deponent Understood to be shipped for the Northward That Afterwards on the same Day this Deponent asked the Captain whether his Orders from the Court were to Proceed to Mocha of which the Master in Question was a Part Supercargo on Board to which he Answered in the Affirmative that is that he had Orders from them into the Charge of the Boatsman And further saith not to this or the Last Interrogatory

William Chambers

George Nelson

Examiner

Mayors Court at Madraspatnam

Deposition of Witness taken in this Cause by and before the Examiner in this Court as follows viz

Examination of Madras Cooper Aged 30 Years or thereabouts being Produced as a Witness in the Cause depending between David Young of Madras Merchant Complainant and Saignoy Boy of the same Place Merchant Defendant on the Part and behalf of the Complainant and Sworn and Examined Deposeth as follows viz

To the first Interrogatory this Deponent saith that he knows the Complainant and Defendant in the Interrogatory mentioned

To the second Interrogatory this Deponent saith that he knows the Complainant about Eighteen Months but the Defendant he hath not known

To the third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the tenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eleventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twelfth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fourteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventeenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the nineteenth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twentieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the twenty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirtieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the thirty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fortieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the forty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fiftieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the fifty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixtieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the sixty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the seventy ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eightieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty fourth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty fifth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty sixth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty seventh Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty eighth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the eighty ninth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the ninetieth Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the ninety first Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the ninety second Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

To the ninety third Interrogatory this Deponent saith that he hath not any Knowledge of the Matters and Things in the Interrogatory mentioned

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Shewn him is the Writing name in which the Complainant the Defendant sent to this or the Last Interrogatory

William Chambers

Examiner

Mayor's Court at
Madras

Between David Young of Madras
Merchant Complainant and Margaret
of the same Place Widow Defendant

Deposition of Witness taken in this Cause by and
before the Examiner in this Court at Fort St George

Bundaypillay of Madras Gentoo Aged 40 Years or
thereabouts being produced as a Witness on this Commission on the
Part of the Complainant was on the 12th Day of February 1770 Sworn at
the Office of Mr William Cranmer Gentleman in the Service of the
Honble United English East India Company and Attorney for the
Defendant by Mr Clerk Interpreter duly Sworn and Examined upon
the Interrogatories on the Part of the Complainant and Answers
to the first Interrogatory this Deponent saith that he hath known the
Complainant & Defendant & Defendant 2 Years or thereabouts
To the first Interrogatory this Deponent saith that the Partnership
last Year the Month a Day he does not Exactly Remember of the Month
Mr Robert Smith sent a Servant on the Complainant desiring to take
and fill up a Piece of Paper with Mr Cotton in Company of which
a Bill was soon after sent to the said Robert Smith for the
Amount of the said Merchandize but does not know if the said
Charges on the Complainant Cannot that upon Receipt of this
Bill Mr Smith sent for him this Deponent and bid him draw
Amount of Mr Cotton Cannot that he might pay the
said Accordingly drew the Bill Complainant who brought it that the
Deponent knows immediately after paid it in the Office
Bill was One Hundred Pounds

&

was paid he doth not Recollect but the Place of Payment was
Complainants Own House that the Paper Writing now Produced
and Shewn him at this Time of this Examination Relates to the Book
his Belief the Writing name Bill that the Complainant paid on the
Occasion And more the Deponent not to this or the Last Interrogatory

William Chambers

Examiner

Mayor's Court at
Madras

Between David Young of Madras
Merchant Complainant and Margaret
of the same Place Widow Defendant

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

Bundypilly of Madras Gentoo Aged 22 Years or thereabouts being
produced Witness in this Cause on the Part of the Complainant was
on the 12th Day of February 1770 Sworn in Person at the Office of Mr
William Cranmer Gentleman who is Attorney for the Defendant by my Clerk
Agent Interpreter duly Sworn who left a Note of the Name Title and Place of Abode
of the said Deponent and Afterwards on the 15th Day of the same Month
being Sworn and Examined Upon the Interrogatories as followeth viz

To the first Interrogatory this Deponent saith that he hath known the
Complainant about two Years and the Defendant two Months or thereabouts

To the Sixth Interrogatory this Deponent saith that in the Month
of April the Day he doth not Recollect the Defendant in this Cause
together with some Comadus came to the Complainant House the Depo-
nent & Master and asked them if the had any Bright for Negotiation
or any other Place to the Northward to which the Complainant
answered in this Deponents Presence that he had no other Piece
and Cotta of different Sizes and Colours Part of which he
intended to send to Bengale & Part to Negotiation That the
Defendant then asked whether Pagodas for the Bought of all the

was mentioned in the Bill was mine to the Defendants as he / they Defendant as he of this Deponent / did not Remember that Part of the Conversation it being left to Comdaw who knowing a little English & being the Man of Most / Learning Consequence was Chiefly addressed to on this Occasion On this Account also this Deponent / says / as he / she cannot answer for the Proper / Interpretation of any other Question or Matter which the Complainant might ask of or speak to the Defendant / but the said Comdaw as the first Part of the Conversation with Regard to the Shipping of the Goods was that alone which he was interested or Retained any perfect Remembrance of / but that the Defendant did sign the said Bills of Lading in the Presence of Comdaw and Seim / this Deponent / & / & / and that the Complainant did at the same time / or / pay Seim / Fourteen Pagodas in Gold for the Freightage of the said Goods / All this he the said Deponent / Recollecting to the best of his Remembrance and Knowledge and / Was all that he / she / the said Deponent / had to depose to on the Last Interrogatory

Thomas Chambers

Examined

T F A
7 Casks
2 Bales NT
1 Bale B
2 Baskets

Shipped By the Grace of God in good Order and Condition by Daniel Young of Madrapatam and Upon the good Boat called the Lakshmee Narrainna Swamy Naigapatam Whing is Master under God for this present Voyage and now Riding at Anchor in Madrapatam Roads and by God's Grace bound for Pondaly near Ongalore to say Six Hundred Leagues of Batavia Arrack and one Small Cask thirty two Gallons of Gillaloes Malse Pipes of Madeira Wine One Basket Sealed and Marked with the Margent and to be Delivered in the like good Order and Condition at the aforesaid Port of Pondaly near Ongalore the Dangers of the Sea only Excepted unto Capt. Thomas Hitchcock or to his Assigns the Freight for the said Goods being paid with Primage and Average Accustomed / In Witness / whereof the Master or Purser of the said Ship hath affirmed to two Bills of Lading all of this Tenor and Date / the one of which two Bills being accomplished

David Porteous Esqr. against James Dallas on Fryday the 13th day of April 1764

Interrogatories to be Administered to and Answered on the Part and behalf of Augustus Schlette Esqr. Agent for the Owners of the Brig called the Lethbridge Seaman Defendant in a Cause depending in the Court of Admiralty of Madras Merchant Complainant and the said Augustus Schlette Esqr. Defendant

Do all the Witnesses 1st Do You know the parties Complainant and Defendant in this Cause or Either and which of them and how long have You known them or Either and which of them. Declare

To Commands 2 Do You know the Ship Vessel or Boat called the Lethbridge Seaman mentioned in the Complainants and the said Defendants Libel and Interrogatories and which was sent from Madras Roads to Bengal in the Month of April last if Yea how many Casks of Liquor was She Laden with and by whom was She Laden and Navigated from Madras aforesaid to Bengal aforesaid Declare the whole You Know touching these Matters fully Clearly & Distinctly

To Remember Allow Billabee & Mason Connell } 3 Do You Know or do You not Know how many Casks of Liquor the Complainant Caused to be Manufactured & Packed up and put on Board called the Lethbridge Seaman Commanded by Augustus Schlette the Defendant in this Cause in the Month of April last if Yea how many Casks of Liquor was on board the said Ship and what Marks were the same Casks Marked with and the Numbers of the said Casks and how the same were Coloured or Painted & Mixed & what Quantity of Liquor was in each Cask Declare the whole You Know or Believe touching these Matters fully Clearly & Distinctly & Particularly

To the Witness 4th Do You Know or have You any Other Matter or Thing Material for the Defendant to Say in this Cause to Enable the Court to Decree in favour of the Defendant or otherwise You Know or Believe touching the Premises or Either of them Declare the whole Truth & Your Knowledge in the Premises

William Connell

Witness to the Defendant

Mayors Court at Madrasapatnam

Between David Young of Madras Merchant Complainant and Augustus Schlette Esqr. Part Owner of the Brig called the Lethbridge Seaman Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court at Fort St. George

Coomaniack of Madras Broker aged 35 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 16th Day of February 1770 shown in Person at the Office of Mr. John Sydney who is Attorney for the Complainant by my Clerk. Appears Sworn and the Left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being duly Sworn and Examined Deposeth as follows

To the First Interrogatory this Deponent Saith that he Saith he knows the Complainant and Defendant these Years or thereabouts

To the 2nd Interrogatory this Deponent Saith that in the Month of April last Did order Interpreter between the Complainant and Defendant about the Agreement of the Carriage of Seventeen Casks of Liquor which were to be sent from hence to Negapatam and Bengal together with a Packet but that on such Particulars More Minutes and the Number of Casks were not mentioned in the said Conversation between the Complainant and Defendant to which he this Deponent is interpreted only that the Agreement was made at so much p Cask viz One Pagoda and the Number he was Negapatam with Bills of Lading were drawn out delivered by the Complainant to the Defendant at the Sea Side after which he this Deponent saw the Complainant pay the Defendant Seventeen Pagodas on the said Account And further the Deponent Saith to this & the Last Interrogatory

William Chambers

Examiner

Mayors Court at
Madraspatnam

Belmon Dewall Planty of Madras Merchant
Complainant Agt Nagoredass of the same place
Merchant Defendant

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

Venkatachellum Pillah of Madras Cavelly Aged 22 Years
Merchant being produced a Witness in this Cause on the part of the
Defendant was the 18th Day of February 1770 Sworn in Court before
Mr John Lyshe who is the Attorney for the Complainant by any Clerk
Nyapah Tambee who also 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 that he hath known the
Complainant these Years or thereabouts, and the Defendant since April last

2d To the third Interrogatory this Deponent saith that on the thirteenth Day of
April last the Complainant did Export fourteen Casks of Liquor aboard
the Defendants Boat for Mazulipatam, and that the said Casks were
sent off in two Masoola Boats, One of which was No 16 and the other
No 39 And that the said Casks were Entered in the Export and Mr Parker
Attendant Broker in the same Manner as he hath since Deposed Mr
he saith not to this or the Last Interrogatory

William Chambers

Examined

Mayors Court at
Madraspatnam

Belmon Dewall Planty of Madras
Merchant Complainant Agt Nagoredass of the same place
Merchant Defendant

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

William Chambers of Madras Esquire Aged 30 Years or thereabouts
being produced a Witness in this Cause on the part of the Defendant on
the 19th Day of February 1770 Sworn in Court at the Office of Mr John
Lyshe who is the Attorney for the Complainant by any Clerk Nyapah
Tambee who also 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 that he hath known the
Complainant these Years or thereabouts, and the Defendant since April last

2d To the third Interrogatory this Deponent saith that on the thirteenth Day of
April last the Complainant did Export fourteen Casks of Liquor aboard
the Defendants Boat for Mazulipatam, and that the said Casks were
sent off in two Masoola Boats, One of which was No 16 and the other
No 39 And that the said Casks were Entered in the Export and Mr Parker
Attendant Broker in the same Manner as he hath since Deposed Mr
he saith not to this or the Last Interrogatory

William Chambers

Examined

Received from Nagoredass Planty Jemmy Jemmiah
Dewall the last Performance charter Bill
Three Casks of Brandy and three Hhds of a Liquor of Parrock
by Mr Adam Isherwood

Masulipatam
April 30th 1769

Received from the Brave Sindal Nagoredass for
Captain Fletcher Sixty Quarters of Liquor for Bankall Congo
28th April 1769

By Order of Mr Perring
Ryalco

Mayor's Court at Madraspatnam } Tuesday the 5th day of July Anno Domini 1770

Present

Francis Sowdan Esquire Mayor
John Debonair — Thomas Panting &
Charles Smith — Aldermen

L.S.

Mayor's Court

Debnam Plaintiff
vs. Madras Merchant Complainant
Alexander Lake Agency of the Port
Aldebaran Last Loan Inhabitant but
at Present at Madras Defendant

This Cause coming on to be heard and Exhibits Complainants Bill with an Account Current and Bill of Lading annexed The Defendants Answer the Replication the Rejoinder The Interrogatories and Depositions on the part of the Complainant One Exhibit on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant Two Exhibits on the part of the Defendant Counsel learned on the Pleadings on both sides by the Attorneys and due Consideration had thereof It appearing to this Court that at the time the Defendant did sign the Bills of Lading Exhibit Number One Complainant & the Defendant who is ignorant of the English Language and could neither Read nor Write He does it appear that he received from the Complainant any more than fourteen Casks of Arrack for which he Receipted Bought & Sold Agreement at the rate of One Pagoda per Cask This Court doth therefore think fit to Order and Decree and doth Hereby Order and Decree that the Complainants Bill shall stand Dismissed with Costs

Filed 18th April 1770

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Thomas Billing and John De Rose of Fort St George Merchants That Adolphus Smith of Madras Inhabitant is Justly Indebted unto Your Orators in the Sum and just Sum of One Hundred and Forty four Pagodas Current Money of Madras Reckoning or Sterling Money of Great Britain at the Rate of Eight Shillings Sterling upon his Bond or Obligation to Your Orators bearing date the Sixteenth day of January in the Present Year of Our Lord One Thousand Seven hundred and Seventy on Your Orators Humbly Ready to be produced to this Honorable Court when Required and Your Orators further Shew unto this Honorable Court that they have Frequently Upon in an Amicable Manner Requested Payment from the said Adolphus Smith of the said Sum of One Hundred and Forty four Pagodas

But now so it is May it please this Honorable Court the said Adolphus Smith Obstinately and Wilfully refuseth to pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Your Orators therefore Pray a General Relief unto this Honorable Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Adolphus Smith may upon his Corporal Oath (all Benefit and Privilege of Answer Discovery and Rejoinder thereto being hereby Waived and Refused) Answer the Premises and Declare the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated And that he May be Decreed to Pay unto Your Orators the aforesaid Sum of One Hundred and Forty four Pagodas with all such Interest as now is or shall hereafter become due thereon and all Costs of

May it please this Honorable Court to Grant the said Adolphus Smith to be Summoned and Peremptorily by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts Sheriff Personally to be and Appear before this

Court pursuant to the Appointment there will there to Answer the Plaintiffs Bill of Complaint and further to stand to and abide such Order and Determination as to this Honorable Court shall seem meet

John Lyon
Attorney for the Complt

Mayors Court
Madraspatnam

Tuesday the 12th day of
June Dominj

Present

Francis Fowkes Esquire Mayor
Nathan Cuthbert } Esqrs
Charles Smith
Solomon

Mayors Court

Batman Plaintiff
John Lyon Attorney
for the Complt

Alexander Mitchell Defendant

Upon reading the Affidavit of Thomas Hall Clerk to the Sheriff of Fort St George and Return made thereto by which it appears that the Defendant hath been served with the Plaintiffs Bill of Complaint and Subpoena to appear and answer the same to day This Court doth therefore direct a Writ of Attachment to issue against the Defendant and doth accordingly Order and Decree that the Defendant Alexander Mitchell do pay unto the Complainant the full and just Sum of One Hundred and Four Pagodas and Six Fanams Bond with Interest as Mentioned in the Complainants Bill of Complaint from the Date hereof and also the Costs of this Suit

Entered and Filed
28th April 1790

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ramah Swamy of Madras Dubash That Alexander Mitchell of the same Place Mariner Stands Indebted unto Your Orator in the full and just Sum of One Hundred and Four Pagodas & Six Fanams Current Money of Madras Making in Sterling Money of Great Britain one Hundred & Eight Shillings for money Paydas the Sum of Forty One Pagodas Thirteen Shillings as hereinafter as will More fully and at Large Appear by an Account Current Duly made out for the Inspection of this Honorable Court And which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honorable Court that he hath frequently and even on Amicable Manner Requested Payment from the said Alexander Mitchell of the said Sum of One Hundred and Four Pagodas Six Fanams

But now so it is May it please this Honble Court the said Alexander Mitchell Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a Generall Writ of Subpoena to this Honble Court to shall Appear Agreable to Equity and good Conscience To the End therefore that the said Alexander Mitchell may Upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred and Four Pagodas and Six Fanams with Such Interest as Mayor shall Seem fitting to become Due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Alexander Mitchell to be Summoned and Attached by the Sheriff of Fort St George Peons of Madraspatnam and the Peons of this Honble Court Personally to be and Appear before this Honble

Court Proceedings Appointed there to Answer to Petition
Contest Bill of Complaint and further to Hear and Determine
such Order and Decree thereon as to the Honorable Court shall
seem Meet

20 April 1770

John Sybil
Attorney for the Complainant

The Bill was shewn to Me
Between the Days of Sequestration, &c
Summons Issued Returnable Next Court Day

Captain Alexander Mitchell

1770					
Jany	12	To 1 Boat Shire			
		To 1 Barber			
	29	To 1 Boat Shire for Abram Dies			
		To 1 Coley Shire			
		To 1 Drum			
		To Delaquoir Boy			
		To Cattamaran			
		To 300 Rice Mat			
		To Coley Shire			
		To Blue Silk for Your Coat			
		To Red Cloth and Green Cloth			
		To Cash paid Cowchin for Buck			
		To Cattamaran			
		To Cash Boat Hire			
		To Pork Betty for Betty			
		To Do Do			
		To Cash Boat Hire			
		To Blue Cloth Coat for Mr Pasfs			
		To 1 piece of Red Gingham			
		To 2 Do of Black			
		To 1 Cloth			
		To Taylors Bill and Making of the Boys			
		To Washing Man			
		To Cash paid Mr Barnett			

		Brought Over Page Dwt			
26	To 1 Cask Ditto Delaquoir Boys			2	—
	To Rice for Betty			—	6
	To 2 Bags of Rice			2	—
	To Cash paid Your Cook			1	—
	To Do Captain Grant			5s	20
	To 1 Boat Shire for Your Wings			C	9
	To Cotley Do			—	10
28	To 12 Yards of Silver Lace @ 9s Pagodas p Yard			16	22
	To 2 lb of Soap			—	21
	To 2 Dozen of Pins			—	10
	To 20 1/2 Yards of Red Ribbon @ 3 Fanams			—	61 60
	To Boat Hire and Pans Betty for 2 Boats			—	21
February	2 To Cash paid Delaquoir Boys			2	—
	2 To Cash for Your Use			1	—
	To 1 Piece Home Bottoms			—	35
	To 6 Yards of Noir Ribbon			—	20
	To Do 1/2			—	12
	To 1 Dozen of Royal Buttons			—	14
	To 1 Piece of Ditto Do			—	6
	To 1 Bundle of Twine			—	5
	To Sagoe 1 lb			2	21
	To Washer Man for 22 Pieces			—	22
	To Do Man for 27 Do			—	5
	To 1 Piece of Handkerchiffs			1	26
	To Carpenter Mate			3	—
9	To Cash paid Delaquoir Boy			5	—
	To One Jamb and 1 Bench			—	12
19	To Cash paid Lowry by Your Order			8	—
	To 1 Capon			—	25
	To Ducks			—	22
	To 2 Hens			—	10
	To 1 Piece of Blue Gingham			—	39
	To 1 pr Cotton Stockings			1	18
	To Making and Buttons 2 pair of Long Drawers			—	16
	To Washer Man One Months Pay			—	10
	To Jean Mate			—	12
22	To Delaquoir Boat for 1 Month and 10 Days @ 3 Pags			4	—
	p Month				
			Pagodas	108	6

Fort St George
22 February 1770

Errors Excepted

Mayor's Court
Madrasapatnam

Thursday the 15th day of
Anno Domini 1

Present

L.S.

Francis Sundon Esqure Mayor
Arthur Cuthbert — and Charles Smith
Aldermen

P Delmen Plaintiff by Power of
Attorney Dubach Complainant and
Hannah Mitchell of the same place
Woman Defendant

Appearing by the Records of this Court that the
Complainants Bill last without Day was Obstinately Refused
to be Filed 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 four Pagodas and six Fanams Pagodas 104 6 fanams
with such Interest as now is or shall become due thereon
until full payment is made Shall pay Costs of this Suit

Pcus

Dated 2 February
Read 7th } 1769

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Shewith unto
this Honble Court Your Orator Jonathan Sheldon for Self
& Partner of Trade at Madras Merchant that Hannah Mitchell
now of the same Place Painter Stands and Stands indebted unto Your Orator the Sum
of Forty Eight Pagodas Twenty Seven Fanams and Sixty
Cash Balance on Mutual Account Current

Accounting Every Pagoda at Eight Shillings the sum of Nineteen
Pounds ten Shillings and two pence as thereby as will more fully
and at Large appear by the Account Current hereunto annexed for the
inspection of this Honble Court and to exhibit Your Orator most humble
Prayer 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 frequently and in the most Humble Manner Prayed
from the said Hannah Mitchell the Payment of the aforesaid sum of Forty
Eight Pagodas Twenty Seven Fanams and Sixty Cash But now so
May it please this Honble Court the said Hannah Mitchell wilfully
and Obstinately Refuses to give Your Orator any Manner of Satisfaction
touching the premises Your Orator therefore Prays against Relief
may be to this Honble Court shall Appear Agreeable to Equity and good
Conscience To the End therefore that the said Hannah Mitchell
may upon his Corporal Oath (Some one or More of her Answer
to Direct and Interrogatories as to all and Singular the Matters and things herein before alledged and Set forth as
fully freely and Effectually to all intents and Purposes as if the same were
again Repeated and Interrogated and She Duly to pay Your Orator the
aforesaid Sum of Forty Eight Pagodas Twenty Seven Fanams and Sixty
Cash together with the Interest that shall accrue thereon
and all Costs of this Suit

May it please this Honble Court to Grant
the said Summon Subpoena to be Issued and Directed to the Sheriff
of Fort Saint George Town of Madrasapatnam and the Bailiwick thereof
Personally to be and appear before this Honble Court at a Certain time
therein to be by this Honorable Court appointed and limited then and
there to Answer this Your Orator's Bill of Complaint and further to
Shew and Abide such Order and Decree thereon as to this Honble
Court shall seem meet

William Cannon
Attorney for the Complainant

Rec'd & filed
21st March 1764

The Answer of Thomas Norris
of Modern Parish Defendant to the Bill
of Complaint of Abraham Theodore Op
Deng Calendar of the same Place Mercha
Complainant

The said Defendant Saith and for all Time hereafter
saving and reserving to himself all Advantage
of Exception to the many Errors Uncertainties and Imperfections in the
said Bill of Complaint Contained for Answer thereunto or unto so much
thereof as this Defendant is Advised is Material for him to make Answer
thereunto he this Defendt Answereth and Saith that he is not indebted to the
Complainant in the Sum of Forty Eight Pounds Twenty Seven Shillings and Sixty
Eight or in any other Sum of Money whatsoever. The Defendant further
Answereth and Saith that some time in the Year One thousand Seven hundred
and Sixty five the Complainant employed this Defendant to procure Eight
Patches of Cloth which he this said Defendant furnished and delivered to
the Complainant in that time no Fault was found with them The said
Defendant further Saith that the Complainant Deposed of three Patches
part for which remains this Defendant cannot set forth the Defendant
further Saith that the Complainant Deposed of three Patches part for which
Amount this Defendant cannot set forth the Defendant further Saith that the
Complainant not finding any Cash or Market for the same did desire Chintz
provided that he would not dispose of them because they were Spoilt in the
Printing and therefore insisted that this Defendant should take them &
pay the Amount thereof to the Complainant to which this Defendant
Objected as being very Unreasonable this Defendant having Skill to them
to the best of his Skill and Judgment And therefore if there was any Fault
it might as well lay in the Cloth the Complainant as in the Printing but this
Defendant says that he does not admit of their being any Faults in the
Goods when this Defendant delivered them but all Lay and the Market
is Proper very Evident by the Complainant's acceptance of the Printing
without making no Objection thereto at first nor for along time after being
upwards of two Years in the Market This Defendant further Saith that
being a poor Man and neither Substance to Depend on than what he get by
his daily Labour and being willing to save Expence that would Endeavour by
all fair Ways and Means that he this said Defendant with the Complainant

Read and Filed
4th April 1769

The Replication of Thomas Bradshaw Ayre Barry Callander of the City of London Merchant Complainant to the Answers of Norman Hampshire also of the same Place Painter Defendant

This Replicant saving and reserving to himself all and all Manner of benefit and Advantage of Exception to the many 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 are true as the same are therein alledged and that the Answer thereto and Bill is any Untrue imperfect and insufficient in the Law to Compell him to, and this Replicant further saith that the said Defendant is indebted to him the sum of Forty Eight Pounds twenty seven pence and sixty Ounces as set forth in this Replicants Bill of Complaint This Replicant further saith that he this Replicant Delivered the Defendant Eight Patches of Cloth to Paint some time in the Month of October one thousand seven hundred and sixty and that this Replicant denies that the Defendant delivered him them after they were Spoiled some time for they were Delivered by the Defendant to the Workmen at Divers times This Replicant Denies the same are Just Rep and says the greatest part of them were Spoiled or Damaged in the Painting Besides they are generally Stained Courgeously not Saleable which Defendant this Replicant to turn the Spoiled goods on the Defendants hands and which this Replicant will Produce and Shew to the Court This Replicant admits to have Received of them Patches of the said Cloth which were not spoiled in the Painting and which he hath given the Defendant Credit for in his Account Current annexed to his Bill of Complaint This Replicant Denies to have ever offered the goods that were Spoiled in the Painting to Sale or Mortgage and could not give any such Power as the Defendant hath alledged for Proving thereof in his hands neither hath the Defendant at Object that ever was ever Proposed to be done by this Replicant This Replicant Denies the said Defendant Prevailed the said goods to the Cost of this Judgment or Skills and says that the Colours were run into one another besides Mr Clark was generally Seen in the Painting as aforesaid This Replicant Denies the Fourth

Reading the Fragment by frivolous Excuses This Replyant Doth again Deny to have kept the Spoiled painted Chints six Months Upwards of two Years and says he Returned the same on the Defendants hands as soon as they came from the Watchmans house and while was but a short time after they were Spoiled This Replyant further says it is Ridiculous for the Defendant to say that if Abby Nannain Chitty and Elapah Moodie Rishnah had seen the Chints when they came from him first they Might have been of an other opinion This Replyant Conceives they Certainly Could not as the Colours were run into one another and the Cloth greatly hurt However their opinion is immaterial as the Matter was Now by this Replyant Concerned Submitted to their Arbitrement This Replyant Doth Deny the said Spoiled Chints whilst in his Possession were ever Hawked about or Exposed to Sale, and Consequently the value of them could not be diminished or the Colours any way faded as the Defendant Believes the said Chints to the Watchmans House himself and as soon as they were brought home This Replyant Returned them on the Defendants hands which could not be any Considerable time This Replyant Denies that the said Spoiled Chints were in good Order and Condition When Delivered to him But says they were Spoiled and the Printing as Aforesaid This Replyant Denies that the said Spoiled Chints were Worn before this Second Return on the Defendants hands All and Singular which matters and things this Replyant is Ready to Aver Maintain and Prove in such Manner and Form as this Honorable Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed

Wm Cumming
Attorney for the Replyant

Read and Filed
2. May 1769

The Rejoinder of Thomas Hornyold to the Replication of Ananoor Shaddeen Agra Peary Calendar

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner

Benefit and Advantage of Exception to the many Errors and Insufficiency in the Complainants said Replication and for Rejoinder Sayeth that he will aver and justify His Said Answer to be full true certain and Sufficient and Sufficiently Answering the Matters and things Charged in the Defendants Answer to be Answered by and Certain knowledge Ought to be Replyed unto in such Manner and Form as the same is Pleaded Answered and Charged and Humbly Prays as in and by his said Answer he hath already Prayed

All Which Matters and things the Defendant is ready and willing to aver and justify as this Honble Court shall direct and humbly Prays as in and by his said Answer he hath already Prayed

Jno Brown
Attorney for the Defendant

Interrogatories to be Administered to and Answered Upon Oath by the Witnesses produced Sworn and Examined on the part and behalf of Abraham Shaddrac Agry Perry Calender of Madras Merchant and Partner Carried on in Copartnership under the Name Style or Firm of Perry Calender & Co Complainant and Thomas Parrish Painter is Defendant

To all the Witnesses } 1st Do You know the parties Complainant and Defendant in this Cause or either and which of them and how long have You known them

To Stamp & Madras } 2nd Do You know or do You not know the Complainant and any Person Clerk to the said Firm of Perry Calender & Co and whether the Month of July which was in the Year One Thousand Seven Hundred and

Quantity or Number of Pieces of Wearing Apparel or Other Goods the same Belonged to or was it Old or any way Damaged when it was Delivered to the Defendant? 3rd Do You Know or Do you or not know Whether the said Defendant after Painting the said Dimmer Cloth Delivered the same to the Complainant or to the Washerwoman if Yea & to which of them Do You know or Do you not know Whether the said Painted goods when they were Delivered to the Complainant were Spoiled or not Spoiled or not, if Yea & how many Patches were Spoiled and how many were in good Order and Condition? Were or Were not some of the said Painted goods known to the Painting and had or had not the Colours of them run into one another if Yea & were or were not those goods Saleable? Did or Did not the Complainant insist on the Defendant taking the said goods away & to pay Him for them. The whole You know or believe to those Matters fully and truly to set forth

To Stamp & Defts Washerman } 3rd Did or Did not the Defendant Deliver to You at any time or times any Painted goods to be Washed belonging to the Complainant if Yea & when? And were or were not some of them known to the Painting and the Colours of them run into one another if Yea & how many Patches were Damaged and how many in Good Order and Condition The whole You know touching those Matters fully and truly to set forth

To all the Witnesses } 4th Do You know or can you say any thing Material for the Complainant in this Cause if Yea, set forth the same as You know have hearing and do believe with the Reasons of your Knowledge or Belief

Wm Cranmell
Attorney for the Complainant

Mayors Court at Madrasapatnam

Between Abraham Shaddrac Agapany Calender of Madras Merchant, Complainant and Thomas Parrish of the same Place Painter Defendant

Depositions of Witnesses taken in this Cause

Moodoo of Madras Coneripply Aged 56 Years or thereabouts being produced as a Witness on the part of the Complainant sworn the 28th Day of October 1769 Sworn in Person at the Office of Mr Robinson by the who is Attorney for the Defendant by Oyn Lambourny Clerk who also 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 that he Doth Know both the Complainant and Defendant in this Cause and that he hath so Known the former from the Time of his the Complainants Birth and the Latter about 6 Years

To the second Interrogatory this Deponent saith that about 2 or 3 Years ago the Complainant did send to the Defendant 12 White Cloths to be Painted the Quantity was 12 Doz holds Pieces of which were to be made 2 Chintzes or 3 Patches That the said Cloths were quite new as from the Hands of the Weaver that he Doth not Know of the Cloths being Damaged if it had he thinks the Defendant would Certainly have mentioned it before Painting which he Did not to this Knowledge or Hearing this Deponent further saith that after the Defendant had Delivered the said Cloths to the Workmen the several persons brought 2 Patches of it to him Shewing him where it was Extreamly much Rotten upon this he this Deponent Shewed them to the Complainant whereupon this Deponent Himself afterwards sent a Peon with it back to the Defendant telling him he should not Receive them And when the whole was finished and agreed upon by the Defendant the Complainant sent this Deponent to Acquaint him that he should Allow the damaged Cloths and Expect to be paid for it according to Agreement More he saith not to this or the Last Interrogatory

William Chambers

Examined

D 52

Mayors Court

Mathew Paterson

Deposition

of Witnesses taken on the Part of the Complainant before the Examiner of this Court by Virtue of a Commission issued forth of the said Court bearing Date the 22d Day of October 1776 directed to the Complainant Thomas Dashwood Esqr. Mayor of Madrass and Others and to the Defendant Thomas Dyke Esqr. Attorney for the Defendant at the Office of Mr. John Dyke who is Attorney for the Defendant Upon Tuesday the 5th Day of November 1776 at Eleven of the Clock in the Forenoon of the same Day by Virtue of the said Commission and Letters Patent to us directed

We the Examiners named in the said Commission do hereby certify that the same was duly executed and returned and that the Witnesses hereinafter named were duly sworn and Examined upon their Corporal Oaths before us touching the Matters in Question in this Cause and that their Depositions taken by us in Answer to the Interrogatories hereunto annexed were reduced into Writing by Mr. Thomas Hyde Clerk to Mr. Thomas Dashwood one of us and were Signed by the Deponents respectively in the Presence of us the Examiners

Thomas Dashwood

William Chambers

Examiners

Ellah. Maddokistna Chitty
Rudy. Narain Chitty
Venacatachilam
Nellavaar

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Complainant in a Certain Cause depending and at Issue in the Hon'ble the Mayors Court at Madrapatnam Wherein Narrain Shadrach Aga Perry Calladar of Madras Merchant is Complainant and Vemana Veerapah of the same place Painter is Defendant

On the Part and behalf of the Defendant

1st To the Witness Do You know or Do You not know the parties Complainant and Defendant in this Cause or Either and which of them and how long have You so known them or Either and which of them Declare

2d Ellah. Maddokistna
Rudy Narrain Chitty
2d Did or did not the parties Complainant and Defendant Agree to Leave the Dispute arising during the Painting of some Chintz to Your Arbitration if YOU did they or Either of them apply to You so soon as or Meeting to Examine the Chintz if YOU when Did they or they so apply and who gave You those Chintz and in what State and Condition were they in and what was it did You give upon such Your Examination set forth and Declare

3d Venacatachelum
3d Did You or Did You not go with the Defendant by the Complainant Your Masters Order with a Parcell of Chintz to Ellahmadoo Kistnah and Rudy Narain Chitty if YOU Did or Did not Your said Masters tell You any and what Reason for his Desiring You to go with the said Defendant to those aforementioned People And did You or did You not Apply to the said Ellahandoo Kistnah and Rudy Narain Chitty for their Answer to the Message You delivered to them if YOU set forth the purport of such Answer and the whole that You know touching or concerning this Matter Particularly Declare

4th Nellavaar
4th Did You or Did you not Receive of the Defendant a parcell of Chintz which the said were the Property of the Complainant if YOU set forth when You Received them and the Condition they were then in Did You or did You not Chamber those Chintz And did You or did You not Deliver those said Parcell of Chintz or Chambed to the Complainant if YOU set forth

the

the Condition you Answer to them to be true and where to be but to your Remembrance Knowledge and belief

2d Do you know or do you not Believe any other Matter or thing Material for the Defendant in this Cause to Discover to or Know that you have been informed or do believe and the Reasons for your Knowledge or belief

Chas. Brumby
Attorney for the Defendt

Mayors Court at
Madraspatnam

Between Abraham Theodore Agapey Calender of Madras Merchant Complainant and Comaroo Vencopah of the same place Painter Defendant

Deposition of Witness taken in this Cause by and before the Examiner of this Court at Madras

Mr. Mardon Chitty of Madras Merchant aged 34 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant sworn the 24th Day of October 1767 Deposeth and Says as William Cranmer Esqr is Attorney for the Complainant and at the same time Received a Note of the said Bill and Plea of the said Defendant and Sheweth to him the said Day being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he doth know the Complainant and Defendant in this Cause and that he saith he is about 40 Years of the Defendant about 60 Years

To the second Interrogatory this Deponent saith that he doth know the Complainant and Defendant all upon the Coast the Defendant Painter by Trade and the Complainant a Merchant and this Deponent saith that the Complainant brought the said Defendant to this Deponent to Paint the Inside of his House and this Deponent saith that the Defendant did Paint the same but this Deponent saith that he Disagreed the Defendant and this Deponent saith that the said Defendant Painted the said House and this Deponent saith that the said Defendant Painted the said House very Indifferently and this Deponent saith that he Disagreed the said Defendant

Mayor's Court at Madraspatnam

Tuesday the 12th day of June Anno Domini 1770

Present

Francis Fowke Esquire Mayor

Arthur Cuthbert — and Charles Smith Aldermen

Between Annatoon Thaddeus Aga Merry Calender of Madras Merchant Complainant and Hanuman Veerapatchaloo of Chinnam Place Painter Defendant

This Cause coming on to be heard and Debated this Day in the presence of the Attorneys on both sides and Reading the Complainants Bill with an Account current annexed, The Defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant, Containing the Pleadings Proofs &c of the Attorneys and on due Consideration had thereon It Appearing to the Court from the Evidence produced that both the Complainant and Defendant Agreed to Submit the matters in Dispute to the Decision of Arbitrators whose Award Both Accordingly have Signified in Writing — The Court are therefore of Opinion that the Parties ought to be bound by the said Award This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Parties shall abide by the said Award and that the Complainants Bill shall stand Dismissed with Cost

J Cole

To be and Appear before this Honble Court at a certain time and Place
to be by this Honble Court posited and Appointed there and then to
to and abide by such Order and Decree therein as to this Honble Court shall
Seem Meet

6th November 1769

John Lyke
Attorney for the Complainant

This Bill was shewn to Me
between the Days of Adjournment Set
a Summons Issue Returnable Next Court Day.

Edward Stevens
Mayor

Dr

Mr John Stewart in Account

1768				
September		16 To Cash paid by Your Order		16 —
1769		25 To Do paid Postage of Bill		5 —
February		25 To Do paid for a Quarter pipe of Wine		22 —
		To Do paid for Sundries sent to You		2 —
		To Do paid for Bottles		2 —
		15 To paid the Amount of Draught on Your favour for Mathew Forster		
		Discount on the Above @ 1½ p Cent	3 6	
			5 4 3	
		Exchange @ 10 ½ p Cent	346 13	
April		10 To Cash paid for Sundries sent You by the Brig Betsy	26 17	28
		To Do for my Commissions		10
		To paid Mr Beasley for Insurance on Sundry Goods shipt on Board Captain Scott's Ship Charlotte from Bengal to this place		11
May		2 To paid Charges on the Above as p Account Sale		2
		To Do for Duty Cumshaw on Ship 23 25 & 18 ½ Cwt		11
August 21		10 To Cash paid for Boys and the Use of Canoe Passage		3
		To Do for Charges		1
		To Cash paid for 6 Jars of Pickled Ginger	1 6	
			2 2 6	
October		11 To Cash paid Mr Thomas Jackson the Amount of a Bill Drawn by You in his favour		11
November		1 To Cash paid Mr Francis Saundars the Amount of a Bill Drawn by You in favour of Mr Samuel Johnson at Bombay as Returned Cash not Accepted		100
		Curr.t Pagodas 2466		

Errors Excepted

Fort St George

Contra

With Charles Oakeley

1769				
September		16 By Cash Received from Mr Cooper		9 20
December		6th By Do Received Half a Years Salary Due to You 25th Sept.r		15 20
1769				
January		18 By Do Received for Wages Advanced by You to the Seamen of the Snow Lively		1 —
		26 By Do Received from Pennell		60 —
March		27 By Do Received from Mr Francis Saundars the Amount of a Bill Drawn on him in My favour		165 —
July		2 By Do Received for Sundry Goods Landed from the Calcutta Packet Sold on Your Account at 2 Months Credit	769 23	25
		25 By Do Received from Mr Francis Saundars the Amount of a Bill Drawn by You in My favour		197 —
October		16 By Do Received of George Dawson Esq.r for a Bill on You in favour of Mr Samuel Johnson		100 —
			1410	31 25
		By Ballance Due to Me	535	18 20
		Curr.t Pagodas 2466	8	45

Fort St George November 1st 1769

Excepted

for Chas Oakeley

Sundo Indebted unto Your Orator in the Just & true Sum of Eight hundred and Twenty Seven Pagodas Twenty Six Fanams and Thirty four Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Three Hundred and Twenty One Pounds and Five Pence as Thereinbefore As well More Fully and at Large Appears by your Accounts hereunto Annexed for the Inspection of this Honble Court And to which Your Orator Prays May be Admitted as part of this Your Orators Bill of Complaint And Your Orator Further Sheweth unto this Honorable Court that Eyles Fownes in the said Account Named having departed from the Jurisdiction of this Honorable Court Your Orator hath frequently and in an Amicable Manner Requested Payment from the said Thomas Cooper of the said Sum of Eight Hundred and Twenty Seven Pagodas Twenty Six Fanams and Thirty Four Cash

But now so it is May it please this Honble Court the said Thomas Cooper Obstinately and Wilfully refuses to pay the same or Inquire Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief unto this Honorable Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Thomas Cooper may upon his Corporal Oath (all and Singular) true direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged fully Truly and Effectually to all intents & Purposes as if the same were here again Repeated and Particularly Interrogated & that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Eight Hundred and Twenty Seven Pagodas Twenty Six Fanams and Thirty four Cash with Interest thereon after the Rate of Eight per Cent per Annum from the time the same became Due & Owing as aforesaid hereafter

May it please this Honorable Court to Cause the said Thomas Cooper to be Personally and Regularly Served with a Writ of Subpoena Issued out of & under the Seal of this Honble Court at Fort St George Town of Madraspatnam and the Parties thereto 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 the Premises

Mayors Court
Madraspatnam

Sworn
Francis Fowden Esqre Mayor
Peter Marsille — John Belmonair
Alex Davidson — Aldermen

Between Thomas Cooper Plaintiff
And Eyles Fownes Defendant

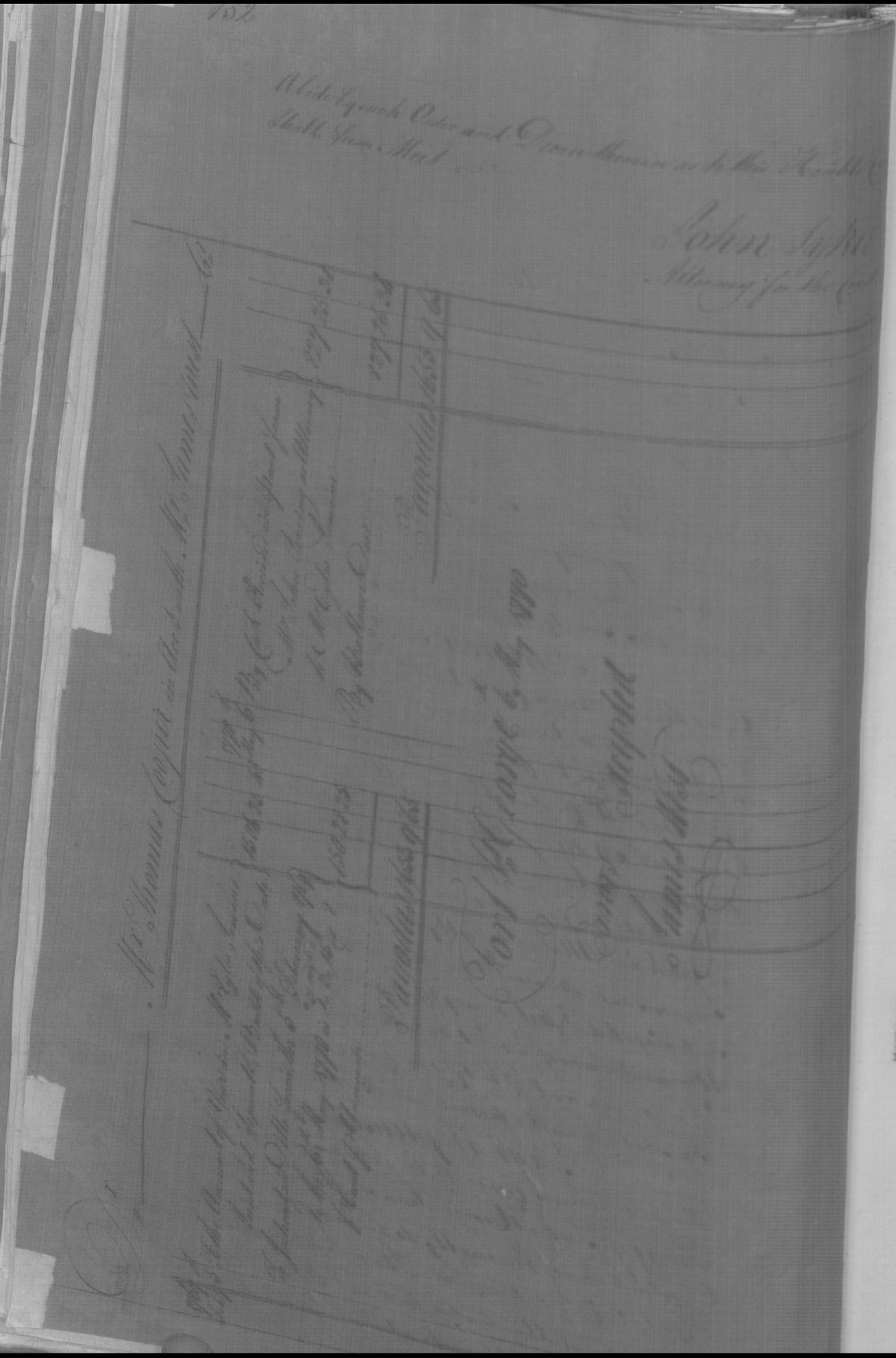
Appearing by the Records of this Court that Eyles Fownes is Departed since the Return of the Warrant of Attachment against the Defendants Effects & the Defendant Neglects to Appear in Court to Answer the Complainant Bill and Comply with the Order and Decree that the Defendant shall pay unto the Complainant the Sum of Eight Hundred Twenty Seven Pagodas Twenty Six Fanams and Thirty Cash of Pagodas 20 together with such Interest as may be due for the same from the Time of the Complaint Exhibited to the Time of Payment and the Costs of this Suit

Pear

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Pe... Merchant That Thomas Cooper

Read and Filed
23 May 1740



Mayor's Court at
Madrasapatnam

Tuesday the 26th day of June
Anno Domini 1770

Present

Francis Fourdrinier Esquire Mayor

Peter Maviette — John Delamaire Esqrs

Alexr Davidson — Aldermen

Between James West of Fort Saint George
Merchant Complainant and Thomas Cozens of the same
place Merchant Defendant

Rappearing by the Records of this Court that the
Defendant hath been served with the Usual Rules to Answer the Complainants
Bill, but wilfully and Obstinately Refusing so to do This Court doth therefore
think fit to Order and Decree and doth Accordingly by Order and Decree that the
Defendant shall pay unto the Complainant the Sum and just Sum of Eight
Hundred and Twenty seven Pagodas Twenty six Fanams and Thirty four Cash
Pagodas 827 26 34 together with such Interest as now is or shall
hereafter become Due thereon Untill full Payment is made, also all
Costs of this Suit

Plain

Filed 23 March 1770
Read 27

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator William Hanson of Fort Saint George Victualler that
Thomas Doctor Rennell and Randall now Surviving Partners of Mr Drake
late of the same place and inhabitants stand indebted unto Your Orator in the Sum
of One Hundred and Twenty Eight Pagodas Current Money of Madrass
Arising upon an Account Current which Account Current is hereunto
annexed for the Inspection of this Honorable Court and which Sum

Complaint which Sum of One Hundred & Twenty Eight Pounds
the Debt of Eight Shillings for every Pipe of Four Hundred
Money of Great Britain Five Cents for the Hundred and the
Court that the said Defendant personally or respectfully Minute
from the said Duke Bernard Esq. Sheriffalmen Hundredallum
sum of One Hundred & twenty Eight Pounds Burnam
and long it pleases the Right Court that the said Duke Bernard
Sheriffalmen Hundredallum Statutably & willfully
Order any Manner of Satisfaction touching the Premises
Pray ye and Obtain the Right Court to
to Equity and good Conscience To the Court Thereof
Bernard Esq. Sheriffalmen Hundredallum upon this Court
show Cause and Defendant Pleas and Answer to all & singular
things herein before Complained against Defendant
Court and Defendant may Plead or fully duly & Specially
as he Pleases to any the Matters and Things herein
Statutably Eight Pounds Current Money
Complainant Costs of this Suit

And Order Process Issue Sheriffalmen Hundredallum
Defendant by the Sheriff of Kent County
the Defendant Court personally & Statutably
Court personally appear before the Honorable
Order and Decree Sheriffalmen Hundredallum

Test Wm Hemsley Junr Clk
Dr Lemmon Jun
Maryland 28th May 1770

Benjn Nicholson
Mayor

Duke Bernard Esq. Sheriffalmen Hundredallum in Account with William Harrison Esq

1769				
May 23	By Cash Recd			
	By Balance from the Sheriffalty		3	24
	March 23 1770 to 23 March 1771			
	Amount		103	24
	By Ballance Due		128	
		Pounds	231	24

Errors Excepted

William Harrison

Duke Bernard Esq. Sheriffalmen Hundredallum in Account with William Harrison Esq

1769				
May 23	By Cash Recd			
	By Balance from the Sheriffalty		3	24
	March 23 1770 to 23 March 1771			
	Amount		103	24
	By Ballance Due		128	
		Pounds	231	24

Errors Excepted

William Harrison

22 June 1770

[illegible]

15 May 1769

[illegible]

Dr Veerayagapullah & Cundapen Investor Acct Current with Mr John Chris: Breithaupt &c

1769 15th May	To the Amount of Your Mortgage Bond or Obligation of this date To Interest from the 13th May 1769 to 13th June 1770 is 1 Y 1 M @ 8 P Cent P Annum	200 — — 26 — —	1769 20th Dec	By Cash Received on Account of Interest	10 — —
			1770 13th June	By Ballance Due	316 — —
	Pagodas	326 — —		Pagodas	326 — —

Errors Excepted
John Christian Breithaupt

Madras Mayor's Court

Tuesday the 3d day of July Anno Domini 1770

Present

L S

Francis Fowke Esquire Mayor
John Debonnaire — Thomas Powney &
Alex.r Davidson — Aldermen

Mayor's Court

Between John Christian Breithaupt of Vizeg Protestant Missionary Complainant and Veerayapa alias Cundapen of Madras Merchant Defendants

The Defendants Cundapen 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

Pagodas 316 — Star Pagodas 316 — Star Pagodas 316 — Star

Mayors Court at Madraspatnam } Tuesday the 17th day of July Anno Domini 1770

Present

L.S. Francis Jourdan Esquire Mayor
John Dubonnaire — Charles Smith &
Edward Harvey — } Aldermen

Mayors Court

Between Thomas Powney of Fort Saint George Merchant and Daniel Ruffell late of the same place but at Present of Calcutta in the Kingdom of Bengall Esquire by his Attorneys George Stratton and Charles Smith of Fort Saint George Esquires Complainant and Polygonum Carpoor Moodely of Polygonum 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 Sum and just Sum of Nine Hundred and fifty two Pagodas Seventy six Fanams and Seventeen Cash (Pagodas 952 26 16 ½) together with such Interest &c. Now is or shall hereafter become Due thereon Untill full payment is made also all Costs of this Suit

Ffiat

Read and filed July 24th 1770

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator John Turing of Fort St George Merchant That

with Your Orders the full and just Sum of One hundred Pagodas Current Money of Madras Making in Sterling Money £ [illegible] Fanams of the Value of Eight Shillings for every Pagoda which Sum of Forty Pounds we will Manfully Pay at Sight or Order to the Plaintiff or his Attorney for Obligation bearing Date the Second Day of March in the Year of Our Lord One thousand Seven hundred and Seventy for the Recovery of which Sum of One hundred Pagodas with Interest and Costs of Suit the Plaintiff Complains against the Defendant and Prays Process of Attachment may issue against the Defendant to Compel him to Appear and Answer the Premises and Your Orders thereupon to Receive and Abide by and Further to do in the Premises as to Your Orders shall seem meet and Your Petitioner as in Duty bound shall ever Pray &c.

Cantalayapoor Moodelly

Sworn before me this 2d March 1770

Mylah Nimayen

Chitalingunn

Cantalayapoor Moodelly Son of Annoy Moodelly Do hereby Acknowledge to have Borrowed and Received of Mr Ewing the full and just Sum of One hundred Star Pagodas Current Money of Madras Which I Promise to Pay in One Month from the Date hereof with Interest @ 8 p Cent p Annum, Witness my Hand Seal Given by Any Consent Donone by Comicoly Chinyah

(Signed) Cantalayapoor

Witness
Mylah Nimayen
Chitalingunn

A true Translation as near as can be from the Original Malabar by Dawjeenajeeah Sworn Jattapoodee

John Sykes
Attorney for the Complainant

Mayor's Court as Kadrapatnam

Tuesday the 31st day of July Anno Domini 1770

Present

Thomas Powney Esquire Mayor
Peter Manville — John Dehonnaire
Thomas Powney — Reynold Adams &
Charles Smith — Aldermen

Between John Ewing of Fort Saint George Merchant Com-

and Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and Fifty Pagodas with Lawful Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said William Cunningham to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the District thereof personally to be and Appear before this Honorable Court at a certain time and Place to be by this Honorable Court prefixed and Appointed then and there to stand to and abide by such Order and Decree therein as this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

6th July 1769

This Bill was Sworn to &c
before the Days of Appearance Def
a Summons Ret Return'd Next Court Day

Edward Stracey
Mayor

Filed 6th July
Read Wm. D

To the Defendant Hon.ble Court
Acknowledging the Receipt of the Complainants Bill
Court doth Order that the Def.t do Pay unto the Pltff
Pagodas the Def.t shall Pay unto the Complainant the
Signed Sum of One Hundred Pagodas
with Interest & Costs of Suit
full Payment is Made of the Said Sum and Costs of the Suit

To the Hon.ble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble
Court Your Orator John Cuthbert of Fort St
That William Cunningham of Fort St George
Your Orator in the full and just Sum of Three hundred and Fifty
Pagodas
Court Money of Madras making in Sterling Money of Great
Britain Amounting very Nearly to Eight Shillings and
One hundred and forty Pounds Currency for Lent Money
by your Orator to the said Defendant at Several times
Court and which Your Orator prays may be Allowed
Your Orator Bills of Contract. But Your Orator further
saith the Defendant Contrary to Equity and Good
Amicable Manner Refuses payment of the said Sum
or any part of the said Sum Your Orator is Willing
Pagodas

Bottom of the Hon.ble the Mayor
Humbly Complaining Sheweth unto this Hon.ble
Court Your Orator John Cuthbert of Fort St
That William Cunningham of Fort St George
Your Orator in the full and just Sum of Three hundred and Fifty
Pagodas
Court Money of Madras making in Sterling Money of Great
Britain Amounting very Nearly to Eight Shillings and
One hundred and forty Pounds Currency for Lent Money
by your Orator to the said Defendant at Several times
Court and which Your Orator prays may be Allowed
Your Orator Bills of Contract. But Your Orator further
saith the Defendant Contrary to Equity and Good
Amicable Manner Refuses payment of the said Sum
or any part of the said Sum Your Orator is Willing
Pagodas

Bottom of the Hon.ble the Mayor
Court at Madraspatnam
Humbly Complaining Sheweth unto this Hon.ble
Court Your Orator John Cuthbert of Fort St
That William Cunningham of Fort St George
Your Orator in the full and just Sum of Three hundred and Fifty
Pagodas
Court Money of Madras making in Sterling Money of Great
Britain Amounting very Nearly to Eight Shillings and
One hundred and forty Pounds Currency for Lent Money
by your Orator to the said Defendant at Several times
Court and which Your Orator prays may be Allowed
Your Orator Bills of Contract. But Your Orator further
saith the Defendant Contrary to Equity and Good
Amicable Manner Refuses payment of the said Sum
or any part of the said Sum Your Orator is Willing
Pagodas

Bottom of the Hon.ble the Mayor
Humbly Complaining Sheweth unto this Hon.ble
Court Your Orator John Cuthbert of Fort St
That William Cunningham of Fort St George
Your Orator in the full and just Sum of Three hundred and Fifty
Pagodas
Court Money of Madras making in Sterling Money of Great
Britain Amounting very Nearly to Eight Shillings and
One hundred and forty Pounds Currency for Lent Money
by your Orator to the said Defendant at Several times
Court and which Your Orator prays may be Allowed
Your Orator Bills of Contract. But Your Orator further
saith the Defendant Contrary to Equity and Good
Amicable Manner Refuses payment of the said Sum
or any part of the said Sum Your Orator is Willing
Pagodas

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Mayors Court at Madraspatnam

Tuesday the 31st day of July Anno Domini 1770

Present

L S

Francis Sowdan Esquire Mayor

Peter Mavrille — John Debonaire

Thomas Powney — Reynold Adams &

Charles Smith — Aldermen

Mayors Court

Between John Davidson of Saint George Merchant Complainant &

William Cunningham of Madras Mariner

Defendant

It Appearing by the Records of the Court that the Defendant hath been Serv'd with the Usual Rules to Answer the Complainants Bill, but wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree as it Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Fifty Pagodas / Pagodas 350 / together with such Interest as now is or shall be hereafter due thereon Until full payment is made also all Costs of this Suit

pCun

Read and Filed October 17 1770

To the Honorable the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orators Elizabeth Geary of Madras Inhabitant that Whereas George McGachill of the same place Victualler did on the Sixteenth Day of September in the present Year of Our Lord One Thousand Seven Hundred and Sixty Nine Agree to Let and the said

Sheriff of Fort St George Dawn of Madraspatnam and Districts thereof Personally to be and appear before this Honorable Court at a certain time and Place to be by this Honorable Court for said and Appointed there and there to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Rd and filed May 29th 1770

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Elizabeth Young of Madrass Inhabitant That Your Orators Did on or About the Seventeenth Day of October Last Exhibit a Bill of Complaint in this Honorable Court against George Mc Sparkill late of Madrass Victualler Praying thereby Setting forth That the said George Mc Sparkill did on the Sixteenth Day of September Last Agree to Let and Rent his House situated on Hog Hill unto Your Orators for the Term of Three Years at the Rate or Rent of Thirty Two Pags Month the said Rent to be paid Monthly to Commence from the Tenth day of the said Month of October when Your Orators were to be put into Possession of the said House That the said Agreement was reduced into Writing and bears date the said Sixteenth day of September and that Part thereof were Executed or Signed and Sealed by the said George Mc Sparkill and Your Orators in the Presence of Faithful Witnesses who were Ready to Attest the same On part whereof were Delivered to or Kept by the said George Mc Sparkill and the other Part thereof was Delivered to or Kept by Your Orators and Ready to be produced for the Inspection of this Honble Court when Required That in Pursuance of the said Agreement so Executed and Attested as aforesaid Your Orators did on the said Tenth day of October Apply to the said George Mc Sparkill to put them into Possession of the said House but he refused so to do And Praying that the said

Read and filed
November 28 1764

The Answer of George McGachen
of Madras Victualler, Defendant to the
Bill of Complaint of Elizabeth Geary
also of the same place Inhabitant Complt

This Defendant now and at all times hereafter saving
to himself all Manner of benefit and Advantage of Exception to the many
uncertainties insufficiencies and imperfections in the said Complainants
Bill of Complaint contained For Answer thereunto or unto so much
thereof as this Defendant is Advised is any ways Material for him to
make Answer unto He answers and Saith that the Articles of
Agreement if they may be allowed as such, are very Defective as they do not
Convey the full intentions of what were Mutually Covenanted to and agreed
upon by this Defendant and the said Complainant and which are with
Submission the most essential parts of the said Agreement, and are as
follows That all the Furniture of the Defendants Dwelling House
should be Appraised Excepting such as this Defendant should choose
for his own Use, and that one half of the Money of the Goods appraised
should be paid for by the said Complainant at the time of the said
Appraisement and the Remainder at or before the Expiration of one Year
from the said Agreement This Defendant further saith that very
Material parts of the said Agreement are entirely Omitted in the said
Agreement, as no Certain time is therein for the said Complainant to
Enter the said Premises, and Because, that part of the said Agreement
where it is said that the said House is to be Entered on or taken Possession
of on the tenth day of October Last or thereabouts is Neither signed Sealed
or Attested And Besides no Deposit is given or Space made use both
the said Complainant Sustained any Damage as this Defendant Knows
And further that all Agreements made in a Passion by Surprize
are Void, for all which Reasons this Defendant Humbly hopes this
Honorable Court will be of Opinion, that the said Complainants Bill
is Illegal and Vexatious and only Devised to take an Advantage of
this Defendants Misfortune in Not Knowing how to Read and Write
All which Matters and things this Defendant is Ready to Aver
Maintain and Prove as this Honorable Court shall Direct, and Humbly
Prays to be hence Dismissed with his Reasonable Costs & Charges

his Furniture is therefore very Cogent and Cannot Avail him
at the same Conversation had before the time of Entering into the
said Articles of Agreement Pleaded between the Defendant and the
Replyant and others and their Recovant relating to some part of the
Defendants Furniture Yet that does not the Least Contradict
with the said Articles of Agreement as the said Articles being
Subsequent to any such Conversation Must of Course Supersede
not only any such Conversation that was Said and that Heard but
would Even have Superseded any other Agreement had any been
made Concerning and Relative thereto As this Replyant presumes
the Last Agreement must in all Cases stand good and Conclusive
of and Superseded the Former ones And an Agreement Reduced
into Writing and Executed and Attested in the Way the Same is
is Must always take place of a Verbal one Verbal Agreements
being in Case of this Nature of no Validity whatsoever This
Replyant further Saith that the Words that any Conversation
which Hee the Defendant ever Said about the Defendants
Furniture was to the purport Set forth in the said Answer This
Replyant further Saith that She Does by no Means Admit any
Agreement being made between her & the Defendant about the said
Furniture and that She Does as Before mentioned Humbly Insist
that if any such Thing had been at all Said Same Was Said by the
Written Articles of Agreement All this Replyant Saith She was
Willing to have taken such part of the Defendants Furniture as
She might have had Occasion for and which the Defendant might
have want'd for his own Use According to the Conversation which
as the Defendant had about it previous to their Entering into the
said Articles of Agreement expressly mentioned in such Conversa-
tions One part of which was that the same Should be Appraised
by two Persons to be Chosen by the Defendant and the other by the
Replyant the Amount whereof was to be paid for at Different times
from what is Set forth by the Defendant in his said Answer And
Notwithstanding this was only a Matter of Conversation as before mentioned
and no part of the Agreement in Writing this Replyant being
Willing to have taken part of the said Furniture in the Way
Above mentioned She did for that purpose Apply to Mr Owen
Eyton to Appraise the same for her who Attended there on for

Dan'l in a Morning when it is to be Supposed the Defendant was in his Sober Senses Therefore cannot be put on the Footing of a Surreptitious or clandestine Act this Defendant by such Assertions Evades the Completion of the same And with Regard to what the Defendant Saith about this Replyants not having Sustained any Damage that the Answer of this Replyant Saith that the Defendant must be Sensible that She hath Sustained and will Sustain by the Defendant Possession of the House in Question Sustains Considerable Damages by being Obliged to pay Rent for a Mother House & for her Maintenance and by the Loss of the Profits which have arisen or may arise to the Defendant to which might have Arisen to Her in the Way to which the Defendant has Appropriated the said House & to which this Replyant Proposed to Appropriate it which is that of a Shareroom or Victualling House for which She took the said House and also other Costs Charges and Expences which She hath been put unto and still may be Obliged to pay or be put unto on Account of the Defendants Refusing to Comply with the said Agreement for which this Replyant hath Protested in due Form of Law against the Defendant & Doubts not but those Matters will be Considered by this Honorable Court & that this Honble Court will be pleased to Decree the Defendant to make this such Recompence as this Honorable Court shall seem Honorable Just and Equitable And Lastly this Replyant absolutely Denies that the said Bill is Either Litigious or Vexatious or Devised to take an Advantage of the Defendants Misfortune as and knowing how to Read and Write as he most Unjustly Sets forth in his said Answer on the Contrary the said Orders were Commenced to Oblige the Defendant to Comply with what he should & have Done without it the Litigiousness and Vexation is therefore on his part and not on that of this Replyant

All which Matters and things this Replyant is Ready and Willing to Verify Maintain and Prove as this Honble Court shall Direct and most humbly Prays as in and by her said Bill She hath already Prayed

John Lyle
Attorney for the Replyant

1/2

Sent in & filed
9th January 1770

The Answer

The Defendant

to the Bill of Complaint

Elizabeth Young Widow

Complainant

The Defendant

saving to himself all benefit

Exceptions to the manifold

Replying to Answer

Defendant

Plaintiff

Defendant

Defendant

Defendant

Defendant Previous to the Execution thereof Was or was not the
part of the said Agreement which Appears Under the part of it the
is Executed as Words under it at the Request or by the Desire or with
the Consent or Concurrence of the Complainant and Defendant? Pay
Whom were the same as Words Ever or was not the same Afterwards
Endeavour to or in the Presence of the Complainant and Defendant
was or was not the same Approved of by the Complainant and
Defendant, and was it or was it not Agreed to or Looked on as part
of the said Agreement by the Complainant and Defendant and
those presents or how otherwise? Was or was not another part of the said
Agreement Executed or Signed and Sealed by the Complainant and
Defendant and Delivered to the Defendant If Yea who Words the
other part of the said Agreement and by whose Device was or was
not any thing Agreed on between the Complainant & Defendant at
the time of the Execution of the said Agreement about the Defendants
Furniture Or was or was not the whole of the Agreement between
the Complainant and Defendant Included in the Agreement which
they so Executed as Aforesaid? The whole of these Matters According to
the best of Your Knowledge Remembrance Information and Belief to
gether with the Reasons of Each Your Belief Fully and Particularly

Declare

To Ditto 6th Do You or do You not Know any thing of any
Conversation which the Complainant and Defendant had at any
time or times in the Year of Our Lord One Thousand Seven Hundred
and Sixty Nine about any Furniture belonging to the Defendant in
this Cause If Yea what was the purport of the said Conversation and
at what time or times was the same so had and whether before after or
at the time of the Execution of the Articles or Agreement mentioned or
Alluded to in the Preceding Interrogatory? Was or was not what so
Passed about the Defendants Furniture mentioned or meant to be
Included in or made part of the said Articles or Written Agreement? Is
Did or did not the Complainant or any Person for Him Account Apply to
any Person to make an Appraisement on the part of any of the
Defendants said Furniture If Yea to whom did She or Any apply and
When and What was done in Consequence thereof? Answer

Mr Thomas Chambers Was Present when You and Present Mrs did You or did
not See the Articles Agreement or Paper Writing now produced and
shown to You at the Bottom of Your Examination Executed or
Signed and Sealed by the Complainant and Defendant in this
Respectively If Yea was or was not the Mark in this Paper Writing
the Hand that between the Hands Geo. McCaskill &c. Mark
by the said Defendant and is or is not the Name Eliz Geary
thereunto Set or Subscribed as and for the Execution of the said
Articles Agreement or Paper Writing of the hand Writing of the
Complainant and is or is not the Name John Spurl Esqr as
Witness Expressly thereunto Set as Witness to the Execution thereof
of the Respective Hands Writing of them the said John Spurl Esqr
Deceased Witness? Who drew up or made the said Agreement or
by whose Device? Was or was not the said Agreement read over
Person or Persons for whom in the Presence of the Complainant and
Defendant or Either and which of them Was or was not the
same Assented to and Executed by both the Complainant &

Information and Belief together with the Reasons of such Your Belief fully and Particularly Declare

To the 2nd Interrogatory

2nd Do You did not the Complainant many Times or Account at any time or Times or About the Months of August or Septr or at any other time in the Year of our Lord One Thousand Seven Hundred and Sixty Nine Apply and Desire You to Appraise the Defendants Goods or Furniture for or on behalf of the Complainant If Yea what Did She or such other Person Apply to You? did You not at any time or times Attend the Defendants House for that purpose If Yea Did You Appraise the Defendants Goods or Furniture Accordingly If not for what Reason or on what Account did You not make the Appraisement and what was Done or what passed between You the Complainant and Defendant about the said Goods or the said Appraisement? The whole of that Matter According to the best Your Knowledge Remembrance and Belief together with the Reasons of such Your Belief fully and Particularly Declare

Call the 6th Witness

6th Do You Know of any other Matter or thing or Document in this Cause that may tend to the benefit or Advantage of the Complainant If Yea, Declare the same as You Know how to be informed or do believe together with the Reasons of such Your Belief as fully as if You had been thereunto Particularly Interrogated

John Sykes

Attorney for the Complainant

Knowall Men By these Presents That George McGaskill of Madras Victualler do hereby Agree and Rent this House Situated on Hog Hill unto Elizabeth Geary for the Term of Three Years at the Rate of Thirty two Pagodas p Month and the said Rent to be paid Monthly And I the said George McGaskill do hereby Acknowledge that this said Agreement shall stand Good unto Which said Agreements We have each of Us set our hands and Seals this Fifteenth Day of September in the Year of Our Lord One Thousand Seven Hundred and Sixty Nine

Witness
John Sprat
Edward Jans
Ramar

George McGaskill (LS)
his Mark
Eliza Geary (LS)
Comicply

The said Rents to be Entered or Taken Possession of on the Tenth of October Next or Thereabouts

This Paper Writing was Shewn to Edward Jans and Ramen Comicply at the time of their Examination before Me in Cause Depending in the Mayors Court at Madraspatnam Wherein Elizabeth Geary of Madras Inhabitant is Complainant and George McGaskill of the same Place Victualler is Defendant on the 5th Day of March Anno Domine 1770

Wm Hamilton
Examiner

Knowall Men By these Presents That George McGaskill of Madras Victualler do hereby Agree and Rent his House Situated on Hog Hill unto Elizabeth Geary for the Term of Three Years at the Rate of Thirty two Pagodas p Month and the said Rent to be paid Monthly And I the said George McGaskill do hereby Acknowledge that this said Agreement

Sworn at Madras this Sixteenth Day of September
in the Year of Our Lord One Thousand Seven Hundred
Sixty Nine

Witness

John Sprat

Edward Jane

Rammar
Conniply

Geo. Mc Gaskill (SS)
Mark

Eliz Georg (SS)

Mayors Court
Madraspatnam

Before me

Wm Chambers
Examiner

Deposition Elizabeth Georg
Inhabitant of Madras Complainant and
George Mc Gaskill of the same Place
Innkeeper Defendant

Deposition of Witness taken on the part of
and before the Examiner in the Court of Mayor

John Sprat of Madras Surgeon Aged 53 Years or thereabouts being produced as a Witness on the part of the Complainant was on the 19th Day of February 1770 Notified to Mr William Cranwell who is Attorney for the Defendant by my Clerk Ayyah Tamboo who also Left Note of the name Title and place of abode of the said Deponent and afterwards on the 21st Day of the same Month being Sworn and Examined Deposeth as followeth

1 To the First Interrogatory this Deponent Saith that he for the known the Complainant About 3 Years and the Defendant 9 Years or thereabouts

2 To the Second Interrogatory this Deponent Saith that he was present and did see the Paper Writing now produced and shewn to him at the time of this Examination Executed Signed & Sealed by the Complainant and Defendant Respectively and that the Mark Opposite the First Seal between the Words Geo Mc Gaskill is this Mark made by the said Defendant and also saith that the Names John Sprat Edward Jane and Rammar Conniply are the proper Names of the Witnesses to the Execution of the said Agreement and are the Respective Hand Writings of himself and the other two aforesaid Witnesses to the Executing the said Agreement was Drawn up and Written by Mr Edward Jane at the Desire of both Complainant and Defendant that the said Agreement was also Read Over in the Presence of the said Complainant and Defendant by Mr Jane aforesaid Mr Thomas Chambers and this Deponent all Separately and was at the same time Consented and Approved of both by and are the other Premises to the Execution thereof And this Deponent further saith that Part of the Agreement which Appears Written Under and was so Written by the aforesaid Edward Jane at the Desire and with the Consent of both Parties aforesaid and that being afterwards Read Over to them it was Approved of by both and was Regarded Equally Binding as Part of the Former That the whole was Wr

made out by Rammar Cosceply are Signed and Sealed by the Complainant and Defendant and after such Execution was to the Defendant the to this the Deponent was not any Dispute that with Regard to the Defendants Furniture stood as Mentioned that the Complainant should take such Part of it as the Defendant or Nick Gatcombe should Value as should be Determined by two Persons Depended for that Purpose one from the Complainant the other from the Defendant but that the Latter Disagreed to this Opinion and that some time were Disputes that there of the Agreement however between the Complainant & Defendant was included in the Agreement Which they so Executed as aforesaid The whole of this is According to the best of his Remembrance and Belief and more he cannot say to the whole Last Interrogatory

William Chambers

Examined

Mayors Court as Madrasapatanam

Deposition

of Witnesses taken in this Cause

Upon Oath before the Examiner in this Court on Wednesday the 31st Day of January 1770 between Thomas Chambers Complainant and George Mc Cauhill Defendant

Mr Edward Jane Deputy Sheriff of Madrasapatanam aforesaid being produced as a Witness in this Cause on the Part of the Complainant was on the 23d Day of February 1770 between Thomas Chambers Complainant and George Mc Cauhill Defendant by Mr Clerk Office Gentleman who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the 26th Day of the same Month being duly Sworn & Examined Deposeth as follows

John Spratt

Examined

Mayors Court as Madrasapatanam

Deposition

of Witnesses taken in this Cause

Upon Oath before the Examiner in this Court on Wednesday the 31st Day of January 1770 between Thomas Chambers Complainant and George Mc Cauhill of the Town of Tanjore Defendant

Deposition

of Witnesses taken in this Cause

Upon Oath before the Examiner in this Court on Wednesday the 31st Day of January 1770 between Thomas Chambers Complainant and George Mc Cauhill of the Town of Tanjore Defendant

Mr Edward Jane Deputy Sheriff of Madrasapatanam aforesaid being produced as a Witness in this Cause on the Part of the Complainant was on the 23d Day of February 1770 between Thomas Chambers Complainant and George Mc Cauhill Defendant by Mr Clerk Office Gentleman who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the 26th Day of the same Month being duly Sworn & Examined Deposeth as follows

To the First Interrogatory this Deponent Saith that he hath known the Complainant about One Year and the Defendant Eight Years or thereabouts

To the Second Interrogatory this Deponent Saith that he was present and did see the Agreement now shewn to him at the Time of this Examination Executed signed and Sealed by the Complainant and Defendant in this Cause Respectively and that he this Deponent did himself sign the said Agreement before the said Execution thereof that the Mark which appears Opposite the First Seal in the said Paper is the Mark of the Defendant George Mc Cauhill made by himself at the same time and that the Name Eliz Geary opposite the second Seal as and for the Execution of the said Articles of Agreement is also the Hand Writing of the Complainant — That the Names John Spratt Edward Jane and Rammar Cosceply thereunto set as Witnesses are likewise the Respective Hand Writing of himself and the other two Subscribing Witnesses And that he this Deponent saw it Sign at the Desire & with the Consent of both Complainant and Defendant after which Inspection Read Over to and in the Presence of both Parties and opposite to the Execution thereof And that Rammar Cosceply did also make and execute Part of the said Articles Which were Executed in the same Manner and Form That as to the Part which is Written under that which is Executed this Deponent saith that after the said Execution the respective of all Parties whether any thing more was Agreed upon which Mr Thomas Chambers who had read Over the said Agreement to the Complt and Defendant as well as this Deponent do affirm Answer that he thought a Time should be mentioned therein for the Complainants Entering on the Premises that both Parties as Parcels of the Proposal and Consequence of which he this Deponent wrote the said Additional Article and that the same was at the same time Read Over and approved and Agreed by this Deponent and as he believes by all those present as an Effectual Part of the Former That at the Time of the Execution of the said Agreement he this Deponent cannot and does he does not Certainly Remember whether any Mention of the Furniture belonging to the Defendant to which the Complainant Replied that should be agreed upon before the General Sale [illegible]

Answer said are that the whole that was or Agreed upon between them
& which he the Deponent was included in the Agreement that
was Executed as Aforesaid And more he saith not to this or the Last
Interrogatory

William Chambers

Edward Jane

Examiner

Mayors Court at
Madraspatnam

Depositions of Witnesses taken on the Court of
Request before the Examiner in this Court as following
Ramanan of Madras Coneply Aged 30 Years or thereabouts
produced as a Witness on the Part of the Complainant
on the 13 Day of February 1770 Between Peter
William Cornwall Esqr in the Alibony for the Defendant
against Charles who the Left Side of the Memo Titled Day
of Order of the said Court and Sworn on the 21 Day of the
same Month being Sworn on Examin Deponeth as follows
To the First Interrogatory this Deponent saith that he was
the Complainant Seven Months a Merchant, and the Defendant
Nine Years a Merchant
To the Said Interrogatory this Deponent saith that he was
Present and did see the Agreement mentioned in this Interrog
be Examined Signed Sealed and Executed by the Complainant
and Defendant Respectively and that the Mark opposite the
Seal is the Mark of George McGarkill the Defendant whose
Name is thereunto Annexed and that the Name Elizabeth Young
Opposite thereunto Set is the Hand Writing of the said Complt
Subscribed to the said Agreement as a Witness for the Execution of the
same and that the Words [illegible]

Coneply are also the Respective Hand Writing of the Witness
thereby Signified that the said Agreement was Drawn up and written
by the Deponent at the Request of both Complainant & Defendant after which being Read to both by the said Mr Jane it
was Approved of by both Parties to the Execution thereof — And
this Deponent further saith that the Part which appears Written
since the Seal which is Executed was Written at the same Time in
Addition to the former by Mr Jane at the Desire of both Parties who
having heard it Read as the former Approved of it in the same Manner
and Regarded it as he believes / with himself and all present as Part of
the said Agreement — That another Part of the said Agreement was likewise
Written by him this Deponent of self, at the Desire of all there present
was Executed, Signed, and Sealed as the former and Delivered to the
Defendant That at the same Time there was a Conversation passed
between the Complainant and Defendant regarding the Examination
of the Defendants House in which it was agreed that the Defendant
should take to himself a Dozen Chairs and some few things he should
have Account of but that all the Rest should be made Over to the
Complainant at a Price Determined by two Persons Deputed from
Each Side to Appraise them That upon this Conversation Mr Jane
Enquired if those Particulars should be put into Writing together
with the other Articles of Agreement, to which both Complainant &
the Defendant Answered that it was no Matter, they were both
agreed as to the Bargain as it was not Necessary to commit it to
Paper That this Deponent however did regard the whole as one
Agreement though the Latter was only Verbal And more Saith
Deponeth not to this or the Last Interrogatory

William Chamber

Ramanan

Coneply

Examiner

Mayors Court at
Madraspatnam

Deponent Elizabeth Young of
Madras Inhabitant Complainant

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Depositions of Witnesses in this Cause taken upon Oath before the Examiner in the Court as followeth

Mr. Thomas Chambers of Madras Attorney at Law aged 32 Years or thereabouts being produced and Sworn in the Cause on the Part of the Complainant was on the 22 Day of February 1769 by Mr. William Cassamally Coja the Attorney for the Defendant duly Cross Examined Upon the following Interrogatories

To the first Interrogatory this Deponent saith that he knows the Complainant about three Years and Upwards and the Defendant Sathwa about the same Time

To the 2d Interrogatory this Deponent saith that he was present at the Meeting and at the Agreement mentioned in the first Interrogatory this Deponent saith that he was present at the Signing and Sealing of the several Writings between the Complainant and Defendant Respectively and that the Agreement in the first Interrogatory mentioned is the same Agreement that is now shewn to this Deponent and bears the Mark of the said Defendant and that he this Deponent subscribed his Name Eliz Grey thereunto at the Request of the said Defendant as an Evidence of the Complainant Signing and Sealing the same and that he this Deponent saw the Defendant Sathwa Sign and Seal the said Agreement and that the Name Thomas Chambers thereunto set and subscribed as a Witness was the Proper Hand Writing of this Deponent and that the Name Ramma thereunto set and subscribed as a Witness was the Proper Hand Writing of the said Ramma whom this Deponent saw sign and Seal the same at the time of Executing the said Agreement and that the said Agreement was Drawn up by Mr. Parratt the Desire of the Defendant after which it was Read over and explained to him in the Presence of both Complainant and Defendant first by Mr. Parratt and then by Mr. Lane and then both Complainant and Defendant declared themselves perfectly apprized of the Contents thereof and Defendant Sathwa then Signed and Sealed the same in this Deponents Presence and delivered it to the Complainant as his Act and Deed and this Deponent further saith that Part of the said Agreement which appears Written Above that which is Erased is Written upon that same Stamp by this Deponent

Desire and with the Consent of both Complainant and Defendant who allow the Execution of the foregoing Deed that it was immediately Read over to them and was delivered by all the Parties present as an Effectual Part of the said Agreement was made out by Ramanna Mr. M Gaskill Coonicoply Executed in the same Manner as the former, and delivered to the Defendant. Said that as to Furniture there was not any thing agreed upon nor any Table mentioned about any such Article at the Time of the Execution of the aforesaid Agreement during all which time this Deponent was Personally Present. And more Saith not to this Interrogatory

To the fourth Interrogatory this Deponent Saith that after the Execution of the Agreement aforementioned the Complainant and Defendant had in his this Deponents Presence a Conversation in Regard to the Furniture of the House thereon mentioned; in which Conversation a memorandum Agreement only was made between them that such Part as the Defendant could readily spare and the Complainant should stand in Need of should be lawfully Appraised by a Person Deputed from each Party and should be sold at that Price to the Complainant that this Agreement or Conversation passed in the Beginning of October 1769 that in Consequence of this the Deponent applyed to Mr. Ryland to Desire them would be Appraisers on the Part of the Complainant to which Desire Ramanna Consented they fixed upon a Day for that Purpose but the Quarter Sessions happening afterwards on that very Day they could not go as they intended being both on the Petty Jury but that they both (Ramanna Company) with the Complainant to Appraise the Goods of Mr. M Gaskill of the Defendants as agreed upon, the Day following that on their Arrival they found no Appraisers on his Part but that the Defendant himself informed them that there was no Occasion for any Appraisement that he himself had Valued them at the Amount of one Thousand seven Hundred Pagodas Eight Hundred and fifty of which the Complainant must pay three Quarters Upon the Nail or She should not have the House. This Deponent

According to the Judgment I have at all times endeavoured to behave
Consistent with the Written Agreement that was Drawn
Between this & the Last Interrogatory

William Chambers

Thomas Chambers

Examined

Between Elizabeth Gray
Inhabitant Complainant
of the one Part
And George Mc Gaskill Defendant
On the Part of the Complainant

Interrogations to be Administered to such Witness
as shall be Produced Sworn and Examined on the Part and Behalf of George
Mc Gaskill of Madras Victualler in a Cause Lately Depending in the
Court of Chancery at Fort St George Wherein Elizabeth Gray of
Madras Inhabitant is Complainant and the said George Mc Gaskill is Defendant

1st Do You Know the Parties to this Cause

To all the Witnesses

Mr Edward Rylance of Fort St George
aged 28 Years a Gentleman being Produced as a Witness
on the Part of the Complainant and Sworn the 11th Day of
March 1790 before me Power at the Office of Mr Andrew
Cornish Clerk to Mr Alexander Hogg Attorney for the Defendant Upon
Oath Saith as follows

1st To the First Interrogatory this Deponent Saith that he
knows the Complainant Elizabeth Gray and has known her
about Seven Years and Knows the Defendant George Mc Gaskill
Saith he has known him about Seven Years

5th To the Fifth Interrogatory this Deponent Saith that in the
Month of September of the Year of Our Lord one Thousand Seven
Hundred and Sixty Nine Some Days before the Death of
the Complainants Husband Mr Thomas Chambers the
Deponent did at Different Times Lend

to Appraise the Defendants Furniture for and on Behalf of her
the Complainant That he this Deponent did in Consequence of this
Request attend twice at the Defendants House for that Purpose
the first time was the Day after the Quarter Sessions when the
Defendant not having a Person to Appraise along with this Deponent
it was then Referred till such a Person could be Procured That
Accordingly some Days after the Complainant sent for this Deponent
Again when met the Parties at the Defendants House and
Twice did in Company with Mr Jane who was Appraising for the
Defendant Examine Part of the said Furniture but the Defendant
being Dissatisfied with the Prices this Deponent Set upon
them and the Complainant Refusing to give him the Prime Cost
of the Goods which he Demanded as also the Defendant
Refusing Entirely to Dispose of the same Goods tho the Compts
Offered him more than their Prime Cost the whole Affair was
then Drawn to a Stop &c And this Deponent Declares
Saith that on this Occasion of Dispute at the same time was the
Defendants Saying he Expected the Complainant should take
the Lumber and other old things that remained in the House
which she told him she could not Consent to More this
Deponent saith not to this or the Last Interrogatory

William Chambers

Edward Rylance

Examined

Do You not Know or Believe that the Defendant was or was not of sound or unsound Mind or judgement at the time of Signing the Contract now shewn to You, if YOU, Declare Your Reason for Such Belive

To Mr Thos Chambers 4th ..... Do You or do You not know whether the Complainant is or is not a Married Woman Have You or have You not ever asked Her that Question, if YOU, What Answers did she make & What Reason have You or have You not to Believe that she was Married or not Married or that Her Husband if she Ever had any is Either alive or Dead

Wm Cranmill
Attorney for the Defendant

Mayors Court at Madraspatnam

Belmon Elizabeth Geary Widow Citizen of Madras Complainant and George Mac Gaskill of the same Place Soundreper Defendant

On the Part of the Defendant

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

Mr Edward Scott Deputy Sheriff of Madras Aged 51 Years a Witness being produced as a Witness in this Cause on the Part of the Defendant was on the 26th February 1772 Sworn and Depones at the Office of Mr John Lyster who is Attorney for the Complainant by my Clerk Appoh Tombee who also Speaks the Malay, Tellinga and Moors Tongue of Which the said Deponent

To Edward Scott Deputy Sheriff of Madras Esquire

Interrogatories to be Administered on the Part of the Defendant George Mac Gaskill to be Exhibited before the Honble the Mayors Court at Madraspatnam in the Suit Depending between Elizabeth Geary Belmon Widow Complainant and the said Defendant

1st Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon is a Married Woman Have You or have You not ever heard that She was Married Who was Her Husband Where and when was She Married Have You or have You not been present at the Celebration of Her Marriage Do You or Do You not know any Person or Persons who were present at the Celebration of Her Marriage Do You or Do You not know any Person or Persons who can prove that She was Married Declare fully and truly all You know touching the premises

2d Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

3d Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

4th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

5th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

6th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

7th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

8th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

9th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

10th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

11th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

12th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

13th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

14th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

15th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

16th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

17th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

18th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

19th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

20th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant George Mac Gaskill have had any Dealings or Transactions together Have You or have You not been present at any Meeting or Meetings between them Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

To Capt James Mackenzie of Madras Mariner

Interrogatories to be Administered on the Part of the Defendant George Mac Gaskill to be Exhibited before the Honble the Mayors Court at Madraspatnam in the Suit Depending between Elizabeth Geary Belmon Widow Complainant and the said Defendant

1st Do You or do You not know or believe that the Defendant Mr Thomas Chambers at the Instance of any Person or Persons Employed by the Complainant Elizabeth Geary Belmon Widow Contracted to Purchase from Her a Certain Piece of Ground Situate at Vepery Commonly Called or known by the Name of Chambers Garden Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

2d Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

3d Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

4th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

5th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

6th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

7th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

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15th Do You or Do You not know or believe that the Complainant Elizabeth Geary Belmon Widow and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Have You or have You not been present at any Meeting or Meetings between the Complainant and the Defendant Mr Thomas Chambers relative to the Purchase of the said Piece of Ground Where and when was such Meeting or Meetings held Declare fully and truly all You know touching the premises

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Rylance began by Asking the Witness Table of fifty Pagodas
Which the Defendant pleaded he had paid and Recorded and sixty
three for them the Complainant going into the Godown refused to
take the Wine Chest therein Contained and afterwards Leaving
Part of the Rest of the Furniture / Exclusive of what the Defendt
was to take himself she asked the Defendant if he thought she would
take all the Lumber, to which the Replied "If you don't take my
Furniture I will not take my Money" and added that she might
Just throw it in Court and he would stand a Law Suit. And more he
Deponeth not to this Interrogatory

William Chambers

Edmund Snape

Examiner

On this Day being the Twenty Ninth Day
of November in the Year of Our Lord One Thousand Seven Hundred and
Sixty Nine before Me John Sykes Notary Publick Dwelling &
Practicing at Fort Saint George in the East Indies by Lawfull
Authority duly Admitted and Sworn came Elizabeth Geary of Madras
Inhabitant and Duelland as follows that is to say that George Mc
Gachill of Madras Distiller did on the Sixteenth day of Sept.r
in the present Year of Our Lord one thousand Seven Hundred Sixty
Nine Agree Sett or Rent this the said George Mc Gachills House
Situated on Mogkill unto her the said Elizabeth Geary for the Term
of Three Years at the rate or Rent of Thirty three Pagodas a Month
the said Rent to be paid Monthly to Commence from the Tenth day of
October then Next as Aforesaid at which time the said Elizabeth Geary
was to be putting Possession of the said House That the said Agreement
was Recorded in Writing on the said Sixteenth day of September and
two Parts thereof were Executed Signed and Sealed by both the said
George Mc Gachill and the said Elizabeth Geary in the Presence
of Godsill Witness who are ready to Attest the same That One part
thereof was Delivered to or Kept by the said George Mc Gachill and
the other part thereof was Delivered to or Kept by the said Elizabeth

Examined and Compared with the Original and
Attested to Swabrow Esq^r

S. M. Swon
Reg^r

Mayors Court at
Madras

Petition Elizabeth Geary Inhabitant
of Madras Complainant and George McGarkill
of the same Place Innkeeper Defendant
On the part of the Defendant

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

Raman of Madras Gentoo Aged 30 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendant
on the 26th Day of February 1770 shown on Oath at the Office of Mr
Thos Sykes Attorney for the Complainant by Way Clerk Boyah
Lumbo who also left a Note of the Name Title and Place of abode of the said
Deponent and afterwards on the 5th Day of March following being sworn
and Examined deposeth as Followeth

To the first Interrogatory this Deponent saith that he Doth know
the Complainant Elizabeth Geary in this Cause and that he Saith he
knows her 5 Months or thereabouts and that he Doth also know the
Defendant George McGarkill and Doth to knows him 6 Years or thereabouts

To the Second Interrogatory this Deponent saith that he doth remember
the Execution of the Paper now Produced and shown him which was Executed by
himself from one Moore and by Mr Jane and that he this Deponent was
present when both Complainant and Defendant Signed the same That
the Conversation that passed on that Occasion was only such as Signifying
their Approbation of the said Agreement and that the Bonds Executed by
the said Executors were Duly Signed Mr Jane Capt Mackenzie
and the Parties Executed but that immediately afterwards Mr
Chambers came in and then it was that the Short written Letter to the
Deed which is Executed was Agreed to be added to the

the Cause for the Debtor of the Name in Question did
Institute one According to Law made and exhibited by the
and Defendant That after the said Paper Writing and
the Complainant and Defendant had one or two Conversa
the Purchase of the House aforesaid and which Cause was
(Without being Committed to Paper) that after the Defend
Solicited for the same the Defendant (Being a Stable
the Complainant should all the Remainder of a Years
Appraisers on one Side and two on the other that the Defend
further with that afterwards a Day being two appointed
said Appraisement it was put off by the Complainant on
of the Quarter Sessions but that the Complainant came
Defendants House on following Day with Mr Roberts
Appraisers the two Parties differed on their Valuation and
Disagreement That as for Sometime the Cause of such
and between the Parties touching the this Master of the Defe
told him as Friends that Unless the Complainant would pay
Security he should not be obliged That more the Defendant
this Interrogatory

William Chambers

Examined

Mayors Court at
Madras 1st March

Robinson Elizabeth Query
Inhabitant of Madras Complainant
Geny McIntosh of Madras Merchant
Defendant

Deposition of Witness taken on the Cause by
upon the Interrogatories on the Part of the

101

291

Capt James Mackennan of Madras Mariner aged
25 Years or thereabouts being produced as a Witness on the Cause
on the part of the Defendant was on the 26th Day of February 1770
Sworn in Person at the Office of Mr John Lyttle who is the
Attorney for the Complainant by my Clerk Ayyadi Tamboo who
also 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 that he has the Honour
the Complainant About 6 Months and the Defendant Nine Months
& Thereabouts

To the third Interrogatory this Deponent saith that some Months
ago (the Exact he cannot justly ascertain) he was at the House
of the Defendant and Entered the Room where he was Setting and
Conversing with Mr Thomas Chambers and Mr Philip Raggy
that the Defendant not being able to rise Himself did at that time
desire one of those two Gentlemen to Send to him an Agreement
(Which Cooper Smith) Proposed to him about Renting his House
that the said Agreement was Accordingly Sent to him Upon
(Which they both a spoke the said Defendant that that Agreement
was not agreed upon nor to his Advantage for Convenience of this Answer
about (as this Deponent believes) the Defendant sent to Cooper
Smith that same Day to inform him that he could not Consent to
Pay such Rebates as he (the said Cooper Smith) had before
Proposed to him That some few Days after this being again at the
Defendants House late in the Evening he (the Defendant) came
down Expressly in Liquor from the House of Mr Thomas
Chambers and Mr Geary at which time this Deponent asked
him where he had been to which he replied he had been
Agreeing with Mr Chambers to let him the House at this
two Pagodas p Month as Answer to which this Deponent told
him he was Surprized at that since Cooper Smith whom he
should had offered him the same Money before Dep

Court Hee, and the Complainant have to purchase all the Remainder at an Appraisement made by two Person Depited from each Party & a third to settle any Difference that should arise between the two Appraisers. And this Deponent further saith that after the Execution of the Written Agreement aforementioned Mr Jane who Wrote the first Copy thereof enquired if any thing else was Requisite to which Mr Chambers Observed that the Time for the Complainant to take Possession of the House had not been inserted and Desired he would mention the 10th or 12th of October following for the same upon which Mr Jane mentioned the 10th or thereabouts which was Assented to by both Parties — That after that Likewise Mr Jane Enquired if any thing should be inserted Relative to the Furniture to which the Complainant answered that upon this Occasion it was Necessary to Have Particulars that Related to the Payment of the Rent of the House and the Value of the Furniture for which last was to be in the Space of a Twelve month & should be all inserted in the General Lease — And this Deponent further Saith that afterwards on the Day Appointed for the Appraisement the Defendant had his Goods all ready for that Purpose, but that the Complainant sent another Apology for their not Coming as provided on Account of it happening on the first day of the Quarter Sessions. That on a Day following the Complainant came to the Defendants with Mr Rylance as his Appraiser and Mr Chambers, whom the Defendant also sent for. Mr Jane as his Appraiser But there was on their [illegible] that he / this Deponent / Entered the House while the Complainant was above Stairs who called out from thence that she should take none of that Lumber, and then coming down told the Defendant the same again and mentioned the Glass Cloths as a part of What she or Defendant which this Deponent however then Declared he looked on as part of the Furniture the two Appraisers said they were not That the Defendant then told her that if she would not take the Furniture According to Agreement she should not have the Newspapers which she sent for Doctor Sprat who made her Answer That he could nothing more to say to the Affair as he thought

thought it would be a Breach of the Agreement for Mr. Chambers
to have he would make known about by the Agreement after we
stick to that he had made with the Complainant and to the
Defendant / Remember that there was a Conjecture of Par
Dyed as an Heir but — That this Agreement upon being re
after by Mr Wiggan these Proposals were shown him by Mr
who also shewed it to the Deponent but that upon Seeing it
said Deponent thought it very ineffectual as it appeared
Written at different Times very confusedly also neither prop
Signed or Witnessed which Occasion he at the same time
Defendt to all these Proposal — And this Deponent further
that he Does not think the Defendant was above Eight Day
Home from the Time of this making the Agreement with
Chambers to the Time of this Signing that with the Excep
and that on the Day of this signing the latter Especially
Deponent being at the House on the Morning saw the
Defendt two large Tumblers more half than half Punch
Water — Marks the Deponth not to this Interrogatory

William Chambers

James Hackwood

Examined

Mayors Court at
Kingston upon Hull

Between Elizabeth
Complainant
George Hall Gentl
Defendant

Depositions of Witnesses taken on the Exam
the Cause in the Cause following
Mr Thomas Chambers
Aged 32 Years a Witness

Cause on the Part of the Defendant was on the 15th Day of March 1770
Thereon Sworn to Mr John Sykes who is the Attorney for the Complainant
Who also Receives 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 following viz.

To the first Interrogatory this Deponent Saith that he Doth know the
Complainant Elizabeth Geary and that he hath so known her about
3 Years and an Half and that he hath known the Defendant George
M.Gentill likewise about the same Time

To the four the Interrogatory this Deponent saith that he Doth not know
whether the Complainant is or is not a Married Woman Who he lives
with or how she is — That as for the seven Article this Deponent
hath or how any else is — That as for the seven Article this Deponent
asked her that Question he looks upon it as foreign to the present
Purpose and therefore declines Answering that. And that he Does not
know whether she ever had a Husband or not whether such a Person
is alive or dead or any thing Concerning them. More the Deponent not
to this Interrogatory

Thos Chambers

William Chambers
Examined

Read and Filed
21st April 1770

Between Elizabeth Geary of Hedon
Inhabitant Complainant and George Mac
Gentl of the same place Victualler Defendt

The said Complainant Excepts to the Answer to
Interrogatory on the part of the Defendant Administered to Mr
Thomas Chambers for that the same neither Concerns the Merits of
the Cause or the Matters in Question Nor is the same or any part thereof
Answered by the Pleadings or Proceedings in the said Cause

For Which Reason the Complainant Excepts
to the said Interrogatory and Prays that the same
together with the Deposition taken thereto may
be disapproved

John Read
Attorney for Complt

Read and Filed
July 10. 1770

Elizabeth Geary
versus
George. Mac Gaskill

Answerth

To the Honble the Mayors Court at Madrasapatan

The Humble Petition of William Harrison the Acting Executor of George Mac Gaskill late Guardian to John Mac Gaskill an Infant Entitled to the Effects of the said George Mac Gaskill Deceased Sheweth That the said John is under the Age of twenty one Years

That your Petitioner finds himself Aggrieved by Decretal Order made in this Cause on Tuesday the 3d day of this Instant July whereby Your Petitioner is Ordered to depart the Complainant in Possession of the House of the said Mac Gaskill Deceased upon the Terms & Conditions in the Agreement and that the Costs of the said Suit to be paid out of the Estate of the said Deceased & this Honorable Court being of Opinion that the said Agreement was Drawn into Writing & Executed by both Parties & is Valid, Notwithstanding the Death of the Defendant and that the same Your Petitioner with Submission Conceives that the said Decretal Order is an Error in Judgment as there is not for the Consents of the Executor ordered being Executed

Your Petitioner therefore humbly prays that this Honorable Court will be pleased to Reverse & Rehear the Cause on Your Petitioners Depending with the Rules & Laws of Country Regular pursuant to the Practice of this Court or Else the Complaint to be dismissed with Costs

And Your Petitioner shall &c

William Harrison

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Mayors Court as
Madrasapatnam

Tuesday the 3 day of July
Anno Domini 1770

Present

Francis Saunders Esquire Mayor
John Debonnaire Thomas Pearson
Dan. Mck Dawidson Aldermen

Mayors Court

Between Elizabeth Geary of Madras Inhabitant Complainant and George Mac Gaskill of the same place Victualler Defendant

This Cause coming on to be Heard and Debated this Day on the Summons of the Attornies on both Sides on Reading the Complainants Bill, The Bill of Answer, The Defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with two Articles of Agreement Annexed, Two Exhibits on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant, Certificate having the Pleadings been Read by the Attornies and on Due Consideration had thereon, It Appearing to the Court from the Evidence produced that the Defendant Entered into an Agreement with the Complainant to let the House on Pantheon upon the Terms in the said Agreement mentioned, And as the said Agreement was Drawn into Writing and Executed by both Parties the Court are of Opinion, that it is Good and Valid, notwithstanding the Death of the Defendant since making the same, This Court doth therefore think fit to Order and Decree, and doth Accordingly Order and Decree that William Harrison the Acting Executor to the Estate of the Defendant do put the Complainant in Possession of the said House upon the Terms mentioned in the said Agreement

Agreement, And that the Costs of Suit shall be paid out of the Estate of the said Dr. Deceased

Plan

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 23d day of July. Anno Domini 1771

Present

Francis Fowke Esquire. Mayor
Peter Marsille John Osborne
Thomas Powney Reynold Adams
Charles Smith . Aldermen

Elizabeth Greany
versus
George McGaskill

This Cause coming on to be Heard this day before this Court in the presence of Counsel on both sides and the Court having taken time to consider thereof this day pronounced their Decree in manner following viz.

Plan

Read the Bill
July 25th 1771

To the Right Worshipful the Mayor and the Court of Requests for the Town of Madras

Humbly Complaining Sheweth unto this Worshipful Court Your Orator Francis Fowke Merchant and Inhabitant of Madras

1st

20

Dubash of Madras Inhabitant as Justly and truly Indebted unto Your Orator in the sum of thirty three Pagodas Eighteen Fanams Current Money of Madras Making in Sterling Money of Great Britain Aforesaid Every Pagoda at and after the rate of Eight Shillings the sum of thirteen Pounds Eight Shillings or thereabouts As will More fully Appear by a Bond or Obligation Writing bearing Date January the first now Last Past Duly to be produced at such time as to this Honorable Court shall seem Meet and the Copy of an Account Current hereunto Annexed to which Your Orator Most Humbly Refers Praying that the same may be Annexed as part of this Your Orators Bill of Complaint and Your Orator further Sheweth unto this Honorable Court that he hath frequently and in an Amicable Manner Demanded payment of the said Sum of thirty three Pagodas Eighteen Fanams But now so it is may it please this Honorable Court the said Respondent Sona Swamy Dubash Obstinately and wilfully Refuses to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays Generall Relief such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Respondent Sona Swamy may upon his Corporal Oath true and perfect Answer Make to all and Singular the Matters and things herein Alledged and as fully as if the same were here again particularly Repeated and Interrogated Most pleases this Honorable Court to Cause the said Respondent Sona Swamy to be Summoned and Arrested by the Sheriff of Fort Saint George Town of Maderaspatnam and the District 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 this Your Orators Bill of Complaint and be Decreed to pay Your Orator the aforesaid Sum of thirty three Pagodas and Eighteen Fanams together with the Interest already Due or which may at any Time hereafter Accrue as also all the Costs and Expences Attending

this Suit also further to direct to what is Right by such further
and Decree thereon as to this Honorable Court shall seem

R. Williamson
Attorney for the Complt

Dr. Mapolle Sema Swamy Shes. Acct Court with Gopaul Ayr Esqr

1770			
Augt 7	To Bond Debt of this Date	32	-
Sept 7	To Interest thereon @ 2 ½	1	10
	@ 8 p Cent		
	Pagodas	33	10

Madraspatam July 26 1770

Errors Excepted

Mayor's Court at Madraspatam

Tuesday the 26th day of July Anno Domini 1770

Present

Francis Fowke Esqre Mayor
Arthur Cuthbert and Edward Harvey
Esqrs

Dilwin &c
Coleader of Madras Merchants Complainants
and Mapolle Sema Swamy Durbash
of Madras 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 do the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and first Sum of Thirty three Pagodas and Eighteen Fanams (33 ½ Pags) 33 10 18 ans / together with such Interest as now is or shall hereafter become due thereon Until the Same be paid and also all Costs of this Suit

By Court

To the Honorable the Mayor's Court at Madraspatam

Filed 11th
Read 15th } Sept 1770

Humbly Complaining Sheweth unto this Honorable Court Your Orator Augata De Iyana of Madras Inhabitant That John Gregory at Present in Madras Merchant stands Indebted unto Your Orator in the Sum and first Sum of Thirty seven Pagodas Four Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fourteen Pounds and Seventeen Shillings or thereabouts as will More fully and at large Appear by an Account Current Herewith Annexed for the Inspection of this Honorable Court Your Orator humbly Praying the same may be Admitted as Part of this his Bill of Complaint And Whereas Your Orator hath frequently and friendly Manner Required the Payment of the said Sum of Thirty Seven Pagodas Four Fanams and Forty Cash Current

Know all men by these Presents that We John Gregory of Halifax in the County of Halifax and Province of Nova Scotia Esquire and Michael Troy of the same place Merchant are held and firmly bound unto our Sovereign Lord the King his Heirs and Successors in the full and just sum of Two Hundred pounds of lawful money of Great Britain to be paid to our said Sovereign Lord the King his Heirs and Successors to the which payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this Twenty Seventh day of August in the Year of our Lord One Thousand Seven Hundred and Seventy

The Condition of the above Obligation is such that if the above bounden John Gregory his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid unto the above named Sovereign Lord the King his Heirs and Successors the full and just sum of Two Hundred pounds of lawful money of Great Britain at the Receiver Generals Office in Halifax aforesaid on or before the Twenty Seventh day of August in the Year of our Lord One Thousand Seven Hundred and Seventy One without fraud or further 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 us

John Gregory (Seal)

Michael Troy (Seal)

Dr. The King in Account Current with John Gregory Esquire Grand Jury Cash Receiver General

1770				£	s d
Aug. 27	By Cash Received of Hon.			2	0 0
	By Cash Received of Hon.			2	0 0
	By Cash Received of Hon.			2	0 0

Mayors Court at
Madraspatnam

(L.S.)

Tuesday the 15th
Anno Domini

Present

Francis Fawcett Esquire Mayor
Charles Smith
Edward Monry
Aldermen

Between Richard
Jones of Rangoon Mariner
Complainant and John Tyson
Defendant in Misc. Matters

The Defendant being in Court and the
Complainants Counsel this Day
and Damand that the Defendant doth this Day
pay unto the Complainant
the Sum of Pagodas 3[illegible] in Specie
and Costs of Suit

Mayors Court

Pd Do fees
August 9th 1770

Stamps

To the Honble Mr.
Court at Madraspatnam

Humbly Complaining Shewith unto this
Honorable Court Your Orator Richard Jones formerly of
Rangoon in the Kingdom of Pegu Mariner but at present
Residing at Madras That whereas Richard Tyson formerly
of Saint Thome Merchant but at present Residing at Rangoon
in the Kingdom of Pegu Stands Indebted unto Your Orator
in the Sum and just Sum of Eight Thousand One hundred and
Ninety four Pagodas Twenty Nine Fanams and Thirty two
Cash Current Money of Madras Arising from Sundry
Dealings and Joint Concern in Trade together with Pay &
Privilege for three Years and Eight Months or thereabouts
during the time which Your Orator was Employed by and Actually
in the Service of the Richard Tyson As with more fully and at
large Appear by an Account of the Several Transactions which

Produced

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is a place Vacant in Your Honorable Court by the Death of
Mr Philip Roger Late One of the Attorneys of the said Court
And Your Petitioner being a Resident of this place and Known to
the Inhabitants thereof Humbly Offers himself to Supply the
Place of the said Mr Philip Roger Deceased, which if he Should
be so happy to Obtain will be Acknowledged as an Obligation
Conferred on

Thos Tyn George
9th August 1770

Geo Hewson

Your Most Humble and
Obedient Servant

Manoy Du Puy

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shewith unto this
Honorable Court Your Orator Thomas Tyson formerly of
Rangoon in the Kingdom of Pegu Mariner, but at Present
Residing at Madras That whereas Richard Tyson formerly
of Saint Thome Merchant but at Present Residing at Rangoon
in the Kingdom of Pegu Stands Indebted unto Your Orator
in the Sum and just Sum of Eight Thousand One hundred and
Ninety four Pagodas Twenty Nine Fanams and Thirty two
Cash Current Money of Madras Arising from Sundry
Dealings and Joint Concern in Trade together with Pay &
Privilege for three Years and Eight Months or thereabouts
during the time which Your Orator was Employed by and Actually
in the Service of the Richard Tyson As with more fully and at
large Appear by an Account of the Several Transactions which

Produced

Willy whereby he became Entitled to One Sixth part of a Vessel
Called the New Welcome, together with the same Proportion of the Cargo
then on Board And the Conditions of the said Agreement Expressly
were, that Your Orator was to go Master of the said Sloop from the Port
of Rangoon to Calcutta in Bengall for which Service he was to
be Allowed One Eighth part of the Profits of the Cargoe in lieu of his
Own and Officers Privilege and for the due performance of the said
Agreement, each Party bound himself in the Penal Sum of Four
thousand Arcot Rupees to be paid by the Party Breaking from the
Conditions of the said Agreement, That soon after the said Richard
Tyson sent Your Orator to Ava to Settle some Business for him
with the King of Pegu and during the Absence of Your Orator, the
said Richard Tyson Sold both the said Sloop and her Cargoe for the
Sum of Twenty thousand Arcot Rupees, without either the Consent
or Knowledge of Your Orator from which Proceedings Your Orator
Claims both the Penalty and his One Sixth part of the Sales as
Set forth in the third Article of the said Account That soon after
in the Months of August One thousand Seven hundred and Sixty
five Your Orator entered into the Employ of the said Richard Tyson
and Continued in his Service as Commander of Different Vessells
Until the beginning of May One thousand Seven hundred
and Sixty Nine being three Years and Eight Months or
thereabouts for which Service the said Richard Tyson Agreed to pay
Unto Your Orator the Sum of Two hundred Arcot Rupees p Month
as is Mentioned in the Last Article on the Debtor side of the said
Account Current. And Your Orator has Received no money for and in
Consideration of his said Pay and Privilege above the Sum of Four
hundred Arcot Rupees which is Placed to the Credit of the said
Richard Tyson as Appears on the Credit side of the Account
Current before mentioned, That Your Orator before his Departure
to Pegu in the Year One thousand Seven hundred and Sixty four
did take up at Rupees on Goods laden on Board

of the Same Nature as ours

Mr Claud Russell Three hundred Pags

Mr Arthur Cuthbert Two hundred and fifty Pags

Mr Thomas Arthur Three hundred Pags

Mr Andrew Ross Two hundred Pags

Nine hundred & fifty Pags

Making together the Principal Sum of Three hundred and
Pagodas, at Twenty five Pags Per Cent Premium for the risk being
Pags as part of which Your Orator found himself under
to remit to his said Creditors by Bills that the first and
any Payment from the said Richard Tyrone on account
Produce of the Goods on which the said Respondents had
him Insured or Moneys other than the said Sum of
hundred Arcot Rupees But being always Desirous that
his said Creditors should receive from time to time the
Richard Tyrone to Enable him to do so on the said Ninth
Tyrone did on the first day of October One thousand
Claud Russell Esqr of Calcutta some of the Creditors
aforesaid shewing that the said Respondents would be
Discharged, and that after the Sum of One thousand
should be paid on account of Your Orator from the said
certain Sum and Expressed to Be paid on which
Orator was Concerned with the said Richard Tyrone and
which Letter or Order was at that time Assigned by
said Claud Russell by the hands of Capt. Archibald
thereon Mentioned who did immediately apply for the
but was informed by the said Claud Russell that he
Money or Effects of the said Richard Tyrone and
another Hands on the said Richard Tyrone or
Ross for any Effects of the said Richard Tyrone or
Orator at that time for the Money of the said

Augst or May last Year did Procure from the said Richard
Tyrone an Original Copy of the said Letter or Order together with
another Letter or Order Dirrected to Messrs Daniel and Moses &
Castro of this place Merchants Desiring them to settle and pay
the Amount of the said Respondents as no Advice had been
Received that the said Claud Russell had paid the same, That Your
Orator did upon his Arrival here in the Month of September last
past the two Orders into the hands of Mr Andrew Ross one of
his Creditors abovementioned, who did soon after on the behalf
of Your Orator Orator apply to the said Daniel & Moses Castro
for Satisfaction of that which was Directed to them and had an
Answer from them in Writing but Obtaining no Payment the
the said Andrew Ross did on the same behalf transmitt to
his Attorney at Calcutta a Copy of both these Orders with
Directions to Demand due Satisfaction of that which was
Directed to the said Claud Russell, who thereupon Declared
that the said Richard Tyrone had never made them the Consid-
=erment proposed, having Sold the Vessel and Cargoe at Pegu
that he had no Money of the said Richard Tyrone and that
Your Orator still owed them three hundred Pagodas with
the Premium and Interest, That the said Andrew Ross
on receiving the said Information and having Reason to
believe that there were Effects or Money of the said Richard
Tyrone in the hands of the said Daniel and Moses Castro
did again on the behalf of Your Orator apply to them,
Desiring to be informed Money, to which they did also Receive an
Answer in Writing but no Direct Compliance with the Order
of the said Richard Tyrone for Discharging the said Debts of
Your Orator, And Your Orator for the Satisfaction and further
information of this Honorable Court Can Annex to this his
Bill, Copys of the aforementioned Orders of the said Richard

Tyrone

Richard Tyrans Draft or Order on them, DUBOIS
Wit to May it please this Honorable Court the said Daniel
DeCastro and Mose DeCastro Obstinately and wilfully refuse to
Comply with such Your Orators just and Reasonable Request or to
give Your Orator any Manner of Satisfaction Touching the
Premises Under Colour of Several evasive Pretences; Your Orator
therefore prays a Genral Relief such as to this Honorable Court
shall appear Agreable to Equity and good Conscience, To the End
therefore that the said Daniel DeCastro and Mose DeCastro may
upon their Respective Corporal Oaths full true Direct and
Perfect Answer make to all and Singular the Matters and
things herein before setforth and Alleged as fully truly Perfectly
and Effectually to all Intents and Purposes as if the same were
again Repeated and Particularly Interrogated And more Especially
that they may setforth and discover whether they were or were not
in Actual Possession of Money Goods and same other and what
Property belonging to the said Richard Tyran at the time when
the said Andrew Rose made his first Application to the said
Daniel DeCastro, and Mose DeCastro on Account and behalf of
Your Orator And to setforth why and wherefore they did or
Refuse to pay the said Richard Tyrans Draft or Order on them
in favor of Your Orator And whether it was or was not for the
Want of Effects or Goods sufficient, Either in their Custody or in
their Power for that Purpose, or for some other and what Cause they
did or Refuse to Discharge the same And whether there has or has
not come into their Custody or into their Power since the first
Application made to them by the said Andrew Rose Money &
Goods or some other and what Property belonging to the said
Richard Tyran And to setforth and Discover fully and
Clearly all and Singular the Money, Goods Wares and
Merchandizes together with all Stands Bills Books
Debts and every other Species of Property belonging to the said
Richard

Dr

Richard Lyon ... Account Cr

1765 August	To Cash Carried with You from Charleston Folio 209		
	Rejected Old Sola Dollars Profit of Them		
	Carried to Separate Account D		
	My Share of the Profit thereon	250	
		Currt £	1250
October	Exchange Currt £350 p 100 Sterg Dr		
	To Cash p Do of the Amount Sola of the Same Purchase		
	Carried to Ledger Cash	3 p 65	
	To Cash half Commission Do	p 65	
		Sterl £	1012.5
	Exchange Sterl £100 p 80 Cheq Dr		
	To Satisfaction of this Ballance Stipulated in the Articles of Agreement between Thomas Green and myself in England per the Same Ship Rose		
	To Cash p 1/2 of the Amount Sola of Seven Pieces Linnen and the Cargo Sold by You Without any Brokerage or Commn		
		Currt £	7333
	Exchange Currt £350 p 100 Sterg Dr		
	To Cash p Do Brokerage for 3/4 & 1/8		
	Commn		
	Exchange Sterl £350 p 100 Cheq Dr		

Pd Sterl £ 6108

Cr

Thomas Green

1768	By Cash	Currt £ 600	
	Exchange Currt £350 p 100 Sterg Dr		115.12
	By Ballance		8192.9.32

Pd Sterl £ 8307.11.32

March 14th 1770

Except E. Thos Green

To Mess.rs Daniel and Moses DeCastro

Gentlemen

The above is my Letter to Claud Russell Esq.r but have not had an Answer Whether the above Sum is Drawn to Captain Archibald Stewart on Captain Greens Account to pay the aforementioned Respondentia

Now as the Snow Fortune was Burlge and Condemned here, I think the half Respondentia is Due to the Lenders and Interest for the Remaining time which Period I have You Examine into, and settle it for him paying the Amount

I am
Gentlemen
Your Most Obedient Servant
Signed Richard Tyson

Rangoon
April 24th 1769

a True Copy Thos Chambers
for the Compt.a

To Mr Andrew Ross

Fort St George 11th Oct.r 1769

Sir

In Answer to Your Letter of the 7th Inst. Wrote
that have no Cash at present in our Hands belonging to Capt
Tyson this Remittance to us are in Conformity to his Dear Orders
Deprived of to many Purposes, and Consequently cannot be Answerable
to the Discharge of Mr Greens Bond Mr Stewart

Sir
Your Most Obedient Humble
Servant
Signed Daniel DeCastro
Moses DeCastro

Thos Chambers
for the Compt.a

Sir

Rangoon October

To the Receipt of this Having Given
Bills for the Sum Wellcome Cargo of Shoes is not subject
Claud Greens Just being the Principal & the following
Respondentia Bonds on the Fortune Snow Hope

Viz.t

Claud Russell Esq.r Capt.n	300
Mr Andrew Ross	350
Mr Cuthbert	350
Mr Thomas Williams	350
Sterling	1350

Thirteen Hundred and Fifty Pags in Currency of
with 30 Months Interest Respondentia on Goods, Merch.s
Ship & Boat Stores Cloaths &c. on the same Cargo bound
Bengal Port Regnr let the Ship Depart from that
Coast of the Bay Wellcome Snow Thos. Agutter Comd.r
Shoes Thomas Green Owner Youth Adventure to
Sum to Captain Archibald Stewart to Discharge

I am
Sir
Your Most Obed.t
Servant
Richard Tyson

To Claud Russell Esq.r (Agent)
Rangoon

Thos Chambers
for the Compt.a

And We do hereby agree to let Thomas Greene go
Master from this Port to Calcutta in Bengal and from thence
to any other Port the Concerned Master shall Please to send her, and
that we allow the aforesaid Thomas Greene the one Eight part of
Cargoe for his and Officers Primage, He paying for that one
Eight part of Cargoe here, the Freight to be computed to
Patrick Mactaggart

For the true and just performance of which
each party do bind himself his Heirs Executors Administra-
tors and Assigns to the Other Heirs Executors Administra-
tors and Assigns in the penal Sums of Four thousand and
Pounds Sterling In Witness whereof we have hereunto set
our hands and Seals in Rangoon this Seventh Day of December
in the Year of Our Lord One thousand Seven hundred and
Sixty Seven

(Signed) Richd Tyson (LS)
Samuel Willey (LS)
Thos Greene (LS)

Signed Sealed & Delivered
(Where no Stamp Paper is to be had)
in Presence of Us
Walter Walker
James Brooke

a True Copy Thos Chambers
Attorney for the Complainant

Mr Anderson Regr

Fort St George ye 16th

Sir

I do Answer to Your Letter on behalf of Mr
Regarding Mr Tyson We have nothing further to say
Refer You to Our Letter to You of October 1767
by that Mr Tyson Comes in Our Hands we by
Engagements Engage to prosecute from which We
Cannot Clear our Selves Humbly hope of the Mayors
to Clear our Hands of this Affair, We still are Willing
thereunto if You do not Think proper to write Us
further Contrary from what we say, the Mayors Court
and we will by our Power and Authority Clear the
only Reason being do not in the Affair with the Mayor
to our selves, We know of no Effects Tyson is
are

Sir
Your most Obedt Servt
Daniel Du Cane
Alex Du Cane

Tho Chambers
Attorney for the Complt

This Indenture Made
the Twelfth Day of December in the Year of Our Lord One
Thousand Seven hundred and Sixty Seven Between
Richard Tyson Esqr Samuel Willey of Bengal Merchant
and Thomas Greene of the Other part Mariner Whereas
Owners in and to the Good Ship called the Success
whereof is Master under God for the Present Voyage
Samuel Nesbitt and the Burthen of the Ship is
about Two hundred Tons or thereabouts now lying
in the River of Hoogly and bound from thence to
and Patrick Mactaggart

Read and filed
1st May 1770

The Answer of Daniel Coster and Moses Delisle of Kingston in Jamaica Merchants Defendants to the Bill of Complaint of Thomas Lyon formerly of Rangoon in the Kingdom of Pegu Mariner but at present residing at Madras Complainant

These Defendants saving and reserving to themselves all and all Manner of Benefit and Advantage of Exception to the many Manifold Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as these Defendants are Advised Ought Materially Concern them to Make Answer unto say these Defendants Answer and say that they are Entire Strangers to the Demands which the Complainant Alledges he has on Richard Lyon in the said Bill of Complaint Named These Defendants further say that Mr Christopher Macklin did long before the Complainant or any Person on his Account and before any Application from Lyon for Payment to them these Defendants Drawn of this Kind against the said Richard Lyon on Account of Separate Effects of the said Richard Lyon in the Hands of these Defendants in Consideration of the Complainants Demand of that of another Person Injured Complying with the said Christopher Macklins Demand Unless his Pretended Right should be Ordered by this Honorable Court whereupon the said Christopher Macklin Did on the Third Day of March last Exhibit a Bill of Compt in this Honorable Court against these Defendants for Discovery of the said Richard Lyons Effects or Property in the Hands or within the Knowledge of these Defendants and to have the same Applyed towards the Discharge of the said Christopher Macklins said Demand This Bill of Complaint was filed Twelve Days before the Complainants said Bill Came Here Defendants Answer thereto they Confessed the Demand

114 221

by the Complainant as well as the other Demand before Alluded to Notwithstanding which this Honorable Court were Pleased on the Seventeenth day of the Month of April last to Decree that all the said Richard Lyons Effects in the Hands of these Defendants should be Delivered up to the said Christopher Macklin on Account of his said Demand and Until the same should be fully Paid as with More fully and at Large appear on Reference to the said Decree with which Decree these Defendants have Complyed and not having sufficiency to Satisfy the said Christopher Macklins Demand Denied these Defendants have not of Course any thing left to Answer the Complainants Demand Supposing the same to be just Which these Defendants do by no Means admit But Answer to the Interrogatory of the Complainant in the said Bill whether these Defendants were or were not in Actual Possession of Money Goods &c belonging to the said Richard Lyon at the time when Andrew Rose in the said Bill Named made the first Application to these Defendants mentioned in the said Bill of Complaint on Behalf of the Complainant these Defendants Say that the said Interrogatory is Answered by the Answer which these Defendants gave the said Andrew Rose of date the Eleventh October one Thousand Seven hundred and Sixty three a Copy of which the Complainant Annexes to his said Bill wherein these Defendants told the said Andrew Rose that they had not then any Cash or their hands belonging to the said Richard Lyon his Remittance to these Defendants being in Conformity to the said Richard Lyons Joint Order Disposed of to many Purposes and Consequently could not be Diverted to the Discharge of the Complaints Bonds And in these Defendants Answer to the said Andrew Roses Second Application to these Defendants of date the Twenty Sixth February Last a Copy of which is Annexed to the said Bill they Confirm their Joint Answer to all Appear and Referred thereto And in Order to Confirm these Defendants Say that at the time they gave the said Answer to the said Andrew Rose they really had no Cash belonging to the said Richard

Hands to the said Christopher Macklin in Conformity to the Decree of this Honorable Court as before mentioned and they have no Property of the said Richard Tyrone either in their Hands or their Power nor do they Know of any being in the Hands of any other Person within the Jurisdiction of this Honorable Court

All Which Matters and things these Defendants are Ready and willing to Verify and maintain and Prove as this Honorable Court shall direct and humbly Pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf Most wrongfully Sustained

Daniel de Castro

Sworn to before
Moses de Castro
Francis Jourdan
Mayor

John Sykes
Attorney for the Defendants

Mayor's Court at Madrasapatnam

Tuesday the 28th day of August
Anno Domini 1770

L.S.

Present

Francis Jourdan Esquire. Mayor
John Debonaire and Thomas Pomroy
Aldermen

Between Thomas Lyon formerly of Rangoon in the Kingdom of Pegu Mariner but at present Residing at Madras Complainant and Richard Tyrone formerly of Saint Thome Merchant but at present Residing at Rangoon

Mayor's Court

Sworn in their hands And the said Richard Tyrone in the Like Manner Defendants Covering the Respondentia Bond in the said Bill Defendants desire these Defendants to Apply their Pleas to (Words Illegible) thereof of his Debts a List of which he and the Defendants without Mentioning the Complainant And for the Reason these Defendants also Answering the Complainants Claim the said Richard Tyrone is not Just the these Defendants Ought as Much Reason to undertake the Interest thereof these Defendants for that they Applications to them as before mentioned that is to Say on or about the Fifth Day of March last these Defendants were applied to by Mr Charles Brearley as Notary Public for and on behalf of the Complainant with the said Richard Tyrone Like Demand of them Defendants to Conform to the Direction in the said Bill Recited Demand these Defendants gave for Answer that they Refused Entering into any Examination of the Complainants Concerns with the said Richard Tyrone for want of sufficient Light to direct them and Likewise by Reason of the said Christopher Macklin having Produced to these Defendants a Decree and Warrant of Separation Granted by this Honorable Court Against the said Richard Tyrone in favor of the said Christopher Macklin who had Actually filed a Bill against these Defendants as Attorney to the said Richard Tyrone for the Recovery of his Effects for which Reason these Defendants thought themselves not Authorized to dispose of any of the Cargoes but Remained as said Bill was Answered these Defendants further say that they hope by the Answers which they gave to the said Bill Recited and the said Notary Public as before mentioned that it will Clearly appear to this Honorable Court that these Defendants have not Effects for the Complainant in this Country Sufficient to Answer the said Richard Tyrone's Affairs in their Hands to which they crave Leave to refer and to that they Could not Agree to Remain for not Complying with the said Richard Tyrone's Request as the Complainant in his said Bill of Complaint Alledges these Defendants further say that having Delivered up the Property which they had of the said Richard Tyrone

in the Kingdom of Dyar
Defendant

Bill Court coming on to be heard and debated this day in the presence of the Attorneys on both sides upon the Complainants Bill exhibited on Account Current and Quantity of Letters &c Answer the Defendants Answer to the Plaintiffs Bill thereof by the Attorneys on both sides Consideration had thereon. And appearing to the Court that the Defendant has no Effects in their Hands belonging to the Estate of the Plaintiff This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill be dismissed with Costs

Recd Fees
January 25 1770

To the Right Honble the Mayor Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Joseph Millet of Chenelle in the Kingdom of Bengall by Occupation a Merchant that Your Orator Lent and Advanced unto George Stephen Heaney of Madrasapatnam Gentleman Several Sums of Money amounting in the whole to the Sum of Three Thousand Eight Hundred and One Arcot Rupees and Eight Annas Reckoning the Exchange at Three hundred and fifty Arcot Rupees for One Hundred Pagodas Which the Sum of One thousand Six Eighty six Pagodas five Fanams and Twenty Seven Cash Current Money of Madrasapatnam as by the Said George Stephen Heaney Bill Obligatory Under his hand and Seal bearing Date the Twenty Second day of December 1768 Relation being thereunto had may more fully and at Large Appear to which Your Orator Craves Leave to refer himself for the Greater Certainty Whereof Your Orator Craves the Benefit of this Honorable Court and the Production of the said Bill Obligatory when and as this Honorable Court shall Direct and Appoint Nevertheless the said George Stephen Heaney Combining and Confederating with Divers Persons to Your Orator unknown to Defraud Your Orator of the said Sum of One thousand Six Eighty six Pagodas five Fanams and Twenty Seven Cash Current Money aforesaid or the greatest part thereof Refuses to pay the same or any part thereof to Your Orator although Your Orator hath frequently and in an Amicable manner Applied for Payment from the said George Stephen Heaney of the said Sum of One thousand and Eighty Six Pagodas five Fanams and Twenty Seven Cash But now so it is and May it please this Honorable Court that the said George Stephen Heaney Wilfully and Obstinately Refuses to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays all General Relief such as this Honorable Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said George Stephen Heaney may upon his Corporal Oath a true and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly Perfectly and Effectually to all Intents and Purposes as if the same were herein again Repeated and Interrogated and he Directed to Pay unto Your Orator the aforesaid Sum of One thousand and Eighty Six Pagodas five Fanams and Twenty Seven Cash Current Money aforesaid together with all such Interest As now is or shall hereafter become due thereon also all Costs of this Suit May it please this Honorable Court to Cause the said George Stephen Heaney to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and his Deputy thereof Personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court Limited and Appointed then and there to Stand & abide by such Order and Decree therein as to this Honble Court shall seem Meet

Rot Chambers
Attorney for the Complainant

Mr George Stephen Mawney — Dr

			£	s	d
	To				
February	28	To Liquors &c.a			
	29	To Do			
		To Cash Lent			
	31	To Liquors &c.a			
August	1	To Do			
	2	To Do			
		To Your Note of hand			
		To a Chest of Lime Mr			
		To 2 Dozn of Porter			
	3	To Liquors &c.a			
		To Cash Lent			
	4	To Liquors &c.a			
	5	To Do Do			
		To Cash Lent			
	6	To Liquors &c.a			
		To Cash Lent			
	7	To Do			
	8	To Liquors &c.a			
		To Cash Lent			
	9	To Liquors &c.a			
		To Cash Lent			
	10	To Liquors &c.a			
		To Cash Lent			
	11	To Liquors &c.a			
	12	To Do Do			
		To Cash Lent			
	13	To Liquors &c.a			
		To Cash Lent			
	14	To Do Do			
	15	To Liquors &c.a			
		To Paid Mr Rennie Bill on Your Account			
		To Do Mr Knowles Do			
	15	To three Dozn of Madeira @ 36 per Dozn			
		To 2 Do Porter @ 18 Do			
		Loyally Pallenheen Silver Mounted			
	16	To Cash Lent			
		To Liquors and Lundrys			
	17	To Cash Lent			
		To Liquors &c.a			
	18	To Do			
		To Cash Lent			
		To a Bill paid Mr Bright Manson Your Account			

Carried Over

	Brought Over	
	To a Bill paid Mr Connor for Cloaths	58 4
	To Paid Capt Phillips a Bill for a Horse Wounded Stanger	50 — —
	To Cash Lent You 2 New Gold Mohurs	32 8 —
	To Mirzas Bill Received with Emoluments	30 — —
	To a Bill and Cost of Suit paid Mr Duckon Your Acct	368 — —
	To a Bill and Cost of Suit paid Mr Ingram Do	330 — —
	To paid Mr Roberts on Your Account	60 — —
	To a Bill paid Mr James Savage Do	300 — —
	To 2 Bottles of Mustard	2 — —
	To Cash Lent	2 — —
	To 2 Half Gold Mohurs	32 4 — —
	To Cash Lent You 20 Star Pagodas @ 3½	70 — —
	Rupees	1128 12 —

Calcutta
January 6th 1770

Errors Excepted
Joseph Pollard

Sworn in Court
1st May 1770

The Answer of George Stephen Bonnay of Madras Gentleman Defendant to the Bill of Complaint of Joseph Pollard of Calcutta in the Kingdom of Bengal by his Attorney Thomas Oliver of Madras Mariner Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is Advised is Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he denies to be Indebted unto the Complainant in the Sum of Three thousand Eight hundred and One Arcot Rupees and Eight Annas as in the

			Brought Over	
	20	To Cash Lent		1 — —
	21	To Liquor &c		2 — —
	22	To Do		2 — —
		To Cash Lent		50 — —
	23	To Liquor &c		1 — —
		To Cash Lent		1 — —
	24	To Liquor &c		1 — —
		To Cash Lent		32 — —
	25	To Do Do		1 — —
		To Liquor &c		1 — —
		To Do Do		32 — —
		To Cash Lent		2 — —
	27	To Liquor &c		1 — —
		To Cash Lent		15 — —
	28	To Liquor &c		1 — —
		To Cash Lent		1 — —
		To Paid Capt Shawcross On Your Account		100 — —
	30	To Liquor &c		1 — —
		To Do Do		32 — —
		To 2 Bottles of Wine		2 — —
		To 3 Bottles of Madeira		3 — —
August	30	To Cash Lent		10 — —
		To a Bill paid Mr Harry on Your Account		32 — —
		To Cash Lent		50 — —
		To a Silver Hilted Sword		50 — —
		To a Bill Delivered You on Mr Daniel Shaw		327 4 —
		To Capt Shaws Bill on Your Account		42 60
		To Liquor &c		12 — —
September	1	To Do Do		12 — —
	2	To Do Do		10 — —
	2	To Do Do		1 — —
	4	To Do Do		10 — —
	5	To Do Do		10 — —
		To a Bill paid Mr George Southcott on Your Account		10 — —
		To a Bill Do Do Mr Harry for Capt Shaws on Your Account		60 — —
		To Silver Watch		100 — —
		To a Bill paid Mr Augustus for Your Do Do Mr Connor		100 — —
		To Cash Lent for a Watch		110 — —

Eighty six Pagodas Five fanams and twenty Seven Cash as
set forth and Stated in the said Bill of Complaint & the
Current Accounts Annexed or to the best of this Knowledge and
Sum of Money This Defendant further Saith that before the
Defendants departure from Calcutta the Complainant and this
Defendant came to an Adjustment of the Accounts depending between
them and that the Ballance of those Accounts was in favor of the
Defendant but how much this Defendant does not Recollect as he
left those Accounts Which were in this Defendants own hand
Writing in the hands of the Complainant whom he Appointed his
Attorney Which Accounts this Defendant prays the Complainant
may produce for the Inspection of this Honorable Court and
this Defendant This Defendant further Saith that the Complainant
being so Indebted unto him this Defendant on the Ballance
he gave this Defendant Several Bills of Exchange viz. No. Four
Shaw and Sons Payment of this Date the first of which Bills
having been sent before and the Complainant also gave this Defendant a
Power of Attorney to enable him to Recover the Amount of the
said Bills of Exchange of the Persons on whom they were Drawn Pursuant to their
Duty Thereto That on this Defendants Arrival at Madras being
informed that the said Daniel Shaw had paid the first of the Bills of
Exchange the same bore Date with the Second Delivered to this
Defendant unto Captain Valentine Taylor and finding that the
said Bills were not also paid the first Bill on Timothy Dod
William Harrison having a Power of Attorney from the Court
to this Defendant Delivered the said Second Bill to the said
William Harrison having a Power of Attorney from the Complainant
this Defendant Delivered the said Second Bill to the said William
Harrison This Defendant further Saith that the Complainant
may Natural to Suppose of this this Defendant had really been
Indebted unto the Complainant in the Sum the Bills are drawn for
Complainant would neither have permitted them to have left
Bengal without Discharging the same nor have given them
the said Bills of Exchange and Power of Attorney This

Defendant also Saith that he has been Informed the Complainant
has since this Departure from Calcutta paid some Money on Account of
him this Defendant but knows not how much that Money is or whether really
paid or not this Defendant Doth not know But should the Complai-
nant make it appear to the Satisfaction of this Honorable Court that he
has paid any Money on this this Defendants Account and that with
Propriety for this Defendant will be ready Ready to Allow it in Account
and Award this Defendant upon the Ballance of all those Accounts be
found Indebted unto the Complainant he will be ready and willing to
pay it should the Complainant upon such Adjustment be Indebted to
this Defendant he this Defendant Prays this Honorable Court will
be Pleased to Decree them to Pay the same to this Defendant with
Interest and Costs of Suit And this Defendant Lastly Saith that the
Complainant Prosecuting him for a large Sum of Money and having
Caused him to be Imprisoned for it whom he is not Indebted unto the
Complainant in that Sum or to the best of this Knowledge in any Sum
of Money is a great hardship upon this Defendant and an Illegal &
Unwarrantable Proceeding which he Submits to the Judgment of this
Honorable Court not Doubting but he shall meet with the Redress to
Which this Honorable Court may think him Intitled

All Which Matters and things this Defendant
is Ready and Willing to Verify 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

George Stephen Attorney

John Sykes
Attorney for the Defendant

Read and Filed
May 29th 1770

The Replication

Of Daniel Shaw of Calcutta in the Kingdom of Bengall by his Attorney Thomas Lee of Madras Merchant Complainant in the Cause of George Stephen Harris of Madras Gentleman Defendant

The Replicant

Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify & Maintain & Prove his Bill of Complaint and all and Singular the Matters and things therein Contained to be good Certain True and Sufficient in the Law to be Replyed unto and Answered unto by the said Defendant & further saith that the Answer of the said Defendant is Very Uncertain and Evasive And This Replyant further saith that the Defendant Doth Justly and truly Stand Indebted unto This Replyant in the Sum and Just Sum of Short Rupees Eight hundred and One Rupees and Eight Annas Current Coin as will more fully and at Large Appear by a true and Just Account Current Annexed to this Replyants Bill of Complaint which was Taken and Stated from an Account of Particulars Exhibited into this Honorable Court which was Ordered by the Replyant and Which the Defendant Required might be Accordingly to which Account of Particulars and Account Current the Replyant Most Humbly Begs Leave to refer this Honorable Court and Says that the said Account Particulars may be Produced in the same Light as if the Originally been Annexed to the Replyants Bill of Complaint This Replyant also saith that all the Accounts that were Depending between the Defendant and this Replyant at the time the Defendant left Calcutta had been Adjusted and Settled in the Manner Directed by the Defendant

in his said Answer, Wherein he says the Ballance of those Accounts was in his favor but does not Recollect how much had this Really been the Case it is Very Natural to suppose that the Defendant would for his own Interest and Safety have Kept such Accounts And in Reply to what the Defendant Alledges Concerning the Said Bills of Exchange on Mr Daniel Shaw and Owen Parnell shewing been given Value in Consideration of the Ballance of those Accounts This Replyant Saith he Only Intrusted them to the Care and Management of the Defendant, & in case the said Bills were not paid he the Defendant should Receive & Receive the Amount of the said Second Bills on Account of this Replyt and not for any Ballance that he Owed the Defendant, as will more Clearly Appear by the Account Current Annexed to this Replyants Bill of Complaint wherein the Defendant has Credit given him for the Amount of the said Bill on Mr Shaw which was Returned to Mr Harrison, and the Bill on Owen Parnell is not Charged in the Account Exhibited against the Defendant because this Replyant Received that the First Bill had been Paid by Mr Taylor before the Defendant Presented the said Second Bill And with Respect to the Allegation made Use of by the Defendant Concerning his being Prevailed to depart from Calcutta without Discharging the Debt then Due to this Replyant He this Replyant Saith that on the Sixteenth Day of October in the Year One Thousand Seven hundred and Sixty three the Defendant gave unto this Replyant a Bill Drawn by him on Richard Boucher of Calcutta Esquire for the Sum of Two thousand Arot Rupees Which is Payable to this Replyant or his Order, also a Letter of Advice Notice of the same and upon the said Bill being Presented to the said Richard Boucher for Payment it was Refused and Protested Accordingly a Copy of the said Bill and Letter of Advice together with a Copy of the Protest are herewith Annexed for the Inspection of this Honorable Court and to which this Replyant most Humbly Begs Leave to refer, the Originals being in the Custody of this Replyants Attorney and ready to be Produced with this Honorable Court Where Required And Lastly this Replyant Saith that the Several and Respective Sums of Money paid by Him on Account of the Defendant are Specified in the Account of Particulars which has already been Exhibited unto this Honorable Court and

the Original above Copied Bill of Exchange to Richard Beeches Esquire upon Whom the same is Drawn and Demanded Payment thereof who Answered that he Could not Pay it for want of Effects and did Never give the said George Stephen Harvey the Least Permission to Draw on him Wherefore the said Notary at the request aforesaid have Protested and by these Presents do Protest Against the Drawer of the said Bill and all Others Concerned for Exchange Re Exchange and all Cost Damage Expences and Interest already had Suffered Sustained Occasioned or Happened or Which hereafter shall or may Suffer Sustain Occasion or Happen to him the said Joseph Pollard for want of Payment thereof

Which Done and Protested in the Presence of Paschal Dyson and Nicholas Tebb Witness

(Signed) Nathl Pollock (NP)

Thos Chambers
Attorney for the Replyant

The Rejoinder of George Stephen Harvey of Madras Gentleman to the Replication of Joseph Pollard of Calcutta in the Kingdom of Bengal by his Attorney Thomas Chiver of Madras Merchant

This Defendant now and at all times hereafter saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Manifold Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto Saith that he will

Thos Chambers
Attorney for the Replyant

Filed and Exhibited
26th June 1770

To Richard Beeches Esqr

Sir

October 16 1769

Take Notice that I Require you to Pay to Mr Joseph Pollard this Order the Sum of Two Thousand Pond Rupees for

£2000

(Signed)
Jos

According to Your Desire I have Drawn on You for the Sum of Two Thousand Pond Rupees Your Honouring the same will greatly Oblige Your Humble who is with Respect

Your Obedient Servant
(Signed) George Stephen Harvey

Calcutta the Twentieth Day of October in the Year of our Lord One Thousand Seven hundred and Sixty Nine I the Subscribed Joseph Pollard of Calcutta Inhabitant of Fort William Bengall by Imployment Merchant and Factor at Calcutta and Fort William in Bengall by Imployment Aforesaid do Demand Payment of the Within Bill of Exchange from Richard Beeches Esqr the Person on whom the same is Drawn and Demanded Payment thereof who Answered that he Could not Pay it for want of Effects and did Never give the said George Stephen Harvey the Least Permission to Draw on him Wherefore I the said Notary at the request aforesaid have Protested and by these Presents do Protest Against the Drawer of the said Bill and all Others Concerned for Exchange Re Exchange and all Cost Damage Expences and Interest already had Suffered Sustained Occasioned or Happened or Which hereafter shall or may Suffer Sustain Occasion or Happen to him the said Joseph Pollard for want of Payment thereof

Which Done and Protested in the Presence of Paschal Dyson and Nicholas Tebb Witness

(Signed) Nathl Pollock (NP)

Thos Chambers
Attorney for the Replyant

2517

paid the Replyant the said One Hundred Rupees and that
Wish'd the Replyant should therefore have Credited this Def
for that Sum Instead of Charging him with the payment of
Money to the said Captain Harrison as he then Swore & that
Replyant given this Defendant Credit for those three Sums
According to the Replyants own Account have made the Ball
Either in favor of the Replyant Wch this Defendant with hys Re
Admit of that Account for the Reasons before and in this said R
Further this Defendant further saith that the Replyant Wh
was Sensible the Replyant Did Receive the said Draft as
Defendants Further Answer this Defendant also saith that the
Offer them to Certain Persons who went to Europe in the
Answer and who this Defendant Expected would not this Repl
have more than this Defendant Expected But this Defendant
and Doubted not but he should be able to prove on due Enquiry
satisfaction of this Honorable Court that the said Persons to whom
said Draft was Offered By the Replyant Declared that they
a Bond to him This Defendant Admits that he did signify
Leaving Calcutta give the Replyant a Draft on Richard Bar
for Two Thousand Arcot Rupees not on Account of any Money
Cash the Replyant or his Endeavours to make oppose But as
a View of Serving him for the Replyant pleads Poverty to the
Defendant and said he was much Distressed Having Drawn
Sum of Three Thousand Arcot Rupees of Billy County for
he had given his Bond which would become due the 15th
of the said Month of October therefore would be Oblig'd to the
Defendant to give him a Draft on the said Richard Barwell
Esq for the Amount of Two Thousand Rupees He the said Mr
Informed that Gentleman and who Replyant Could by
Amount Appertaining to this Defendant Rather which this
he must and Could Shew to Discharge the said Bill Replyant
also Informed this Defendant that if he would give him his
Draft he would Remit the Amount of it to his Defendant at
Madrass as soon as Possible & in his Power Whereupon Mr

Complyed with the Replyants said Request but Mr Boucher Declined
Paying the same This Defendant begs leave further to Observe that
had the said Draft been given for a Ballance of Accounts or any
Money really due to the Replyant he should have Drawn it for
Value Received But that not being the Case this Honorable Court
will Find on Inspecting the same that it is not for Value Received
Which this Defendant Conceives and Humbly hopes will be Sufficient
to Convince this Honorable Court that the said Draft was not given
for any Debt but with a View of Securing the Replyant as before
Mentioned

All which Matters and things this Defendant is
Ready and willing to Verify Maintain and Prove as this Hontble
Court shall Direct and most Humbly prays as in and by his
said Answer he hath already prayed

John Sykes
Attorney for the Defendt

Sir

In Regard to Mr Match Yesterday I sent and Delivered
to Mr Pollard 3 Redeems of him for the Sum of One hundred &
Rupees which Shews his Account Current to Shew and Likewise the
has many Knowledge given You Credit for it as for the Sum You
had them for what they Cost me and I think I am used if You did
not let Him more than what You credit Each month & before
Company that You should Say that I owe in Your Debt upwards
of 200 Rupees and that You had more my Cost of any back which is
every Accounts Report I am now going to Bengal Wish of Peace
& You any Service Command me

I am Sir
Your Most Humble Servant
John Hanson

April 23 1770

Reading the Complainants Bill with an Account Current & Account Particular annexed, The Defendants Answer, The Replication, The Rejoinder Two Exhibits on the part of the Defendant Examining the Pleadings Made use of by the Attorneis and mature Consideration had thereon It Appearing to the Court that the Complainant hath not Produced sufficient Proofs in Support of his Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill shall stand Dismissed with Costs

Wallace

Rd at Fort St. George
10th July 1770

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Edward Ryland Carpenter to the Honorable Company of Fort Saint George That Whereas Robert Churchill of Madras Inhabitant Stands justly and truly indebted unto Your Orator in the Sum of Seventy Pagodas Current Money of Madraspatnam being the Principal of an Obligation Dated the Seventy Ninth day of March which was in the Year of our Lord One thousand Seven Hundred and Seventy the Original Obligation being Ready to be produced unto this Honble Court if Required which Sum of Seventy Pagodas after the Rate of Eight Shillings for every Pagoda will Amount to the Sum of Twenty Eight Pounds Sterling Money of Great Britain Your Orator further Sheweth unto this Honorable Court that he hath Frequently and in an Honorable Manner Requested Payment from the said Robert Churchill of the aforesaid Sum of Seventy Pagodas But now so it is it and May it Please this

Mayors Court &c

Sir

Instantly was Present at Court Alexd Anderson Mitchell declared he knew Upon had given Peter D Rozario England to the Amount of Two thousand five hundred Pa as I think As he being Examined I cannot think that he Pagodas he stood indebted to Mr Moore Concerning it Answer Peter Defendant Objected to it and if Examined shall Appear

June 25th 1770

Your Honr

Robt Churchill

Sir

Your Honr thereto

Robt Churchill

Mayors Court at Madraspatnam

Tuesday the 26th Anno Domini

Present

Francis Fowke Esqr Mayor
Edward Bourchier — and John Holland
Aldermen

Defendant Joseph Dias of Madras Merchant Plaintiff Edward Ryland Carpenter

This Cause coming on to be Heard and Debated this Day in the presence of the Attorneys

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Between Edward Ryland Carpenter to the Honorable Company of Fort Saint George Complainant and Robert Churchill of Madraspatan Inhabitant Defendant

Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately refusing so to do 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 Seventy Pagodas 70 Fanams together with such Interest as now is or shall hereafter become due thereon Until Full Payment is made also all Costs of this Suit

Plea

To the Hon^ble the Mayors Court at Madraspatan

Read and filed June 12th 1730

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator James Hart late of Madras Mariner by his Attorney Daniel Shaw of the same place Gentleman That Charles Bromley and Edward Wyche of the same place Merchants and Syndicks unto Your Orator in the Full and just Sum of Two hundred and Twenty three Pagodas Fifteen Fanams and Sixty Cash Current Money of Madras Making on Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Nine Pounds and Seven Shillings as hereinafter as well more fully and at large appears by an Act Current thereunto Reference had for the Production of this Hon^ble Court Reference whereof Your Orator

Mayors Court at Madraspatan

Present

Francis Fowke Esqr Mayor
Peter Marette — Thomas Bonney
Edward Harvey — Aldermen

Dr Rufft
Attorney for the Complainant

Sworn the Day & Anno Domini

L.S.

Mayor

Dr { Messrs Charles Boundley and Edward Maple Owners of the Ship Britannia in Account Current with James Hart London } Cr

	Rs	As	Ps
To Cash paid Mr Isaac Hall for a bill of English Exchange Page 2 No 34. 70 Exchange Rs 130 p Pagoda	107	12	4
To Cash paid for Provisions Water Port Expences Hamals &c Stone and Store at Masulipatanam as p Mr Plantation Delivered Capt Maple and for which he gave a Receipt	299	..	..
To Do Mr Edward Rudd as p his Receipt Delivered to Capt Edward Maple	1845	4	..
To John Smith's Draft on Mr Colebrooke in favour of paid to Mr Maple	1000	..	..
To Cash paid Mr Maple at Ongole	600		
To Do paid Peter Bolin the Gunner	25	..	..
To Do paid by Lieutenant John Davies to Capt Edward Maple as p his Receipt	166	8	..
Rupees	3961	4	4
To Ballance of the above Account Rupees 956.12.4 350 Rupees p p 3 Pagodas as in Page	273	15	6
Pagoda	273	15	6

	Rs	As	Ps
By Amount of Freights Received at Masulipatanam	154	12	..
By Freights Received of Mr Conyers Dent Do for Goods to be Delivered at Ongam Rs 118.. 14.			
By Freight Rs of Do for Goods to be Delivered at Bimlipatanam 533 8. 9			
By Freights Received of Do for Treasure to be Delivered at Vizagapatanam 385.. ..	1037	6	9
By Nett Proceeds of Salt at Masulipatanam	309	1	8
By Nett Do of Do at Vizagapatanam	1303	8	..
By Ballance Due to James Hart	3004	12	5
	956	17	11
Rupees	3961	4	4

Errors Excepted
Dan Shaw
Attorney for James Hart

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Mayors Court at Madraspatnam

Tuesday the 9th day of Anno Domini 1770

Present

Francis Fowke Esquire Mayor

Charles Smith — and Edward Monro

Aldermen

Peter Pelham Junr Merchant

Plaintiff

Edward Wight late of the same place Merchant Defendant

Upon Motion of Mr Maddox Attorney for the Plaintiff and reading the Affidavit of Service of the Subpoena to Appear and Answer the Plaintiffs Bill of Complaint duly filed in this Court on the 19th day of September last upon the Defendant Edward Wight and he not appearing Ordered that unless he the said Defendant Edward Wight shall appear and put in his Answer to the Plaintiffs Bill of Complaint on or before the 16th day of this Instant October the Plaintiffs Bill be taken pro Confesso against him

By Order of the Court

P Orr

Mayors Court at Madraspatnam

Tuesday the 9th day of Anno Domini 1770

Present

Francis Fowke Esquire Mayor

Charles Smith — and Edward Monro

Aldermen

Peter Pelham Junr Merchant

Plaintiff

E. Wight late of the same place Merchant Defendant

Upon Motion of Mr Maddox Attorney for the Plaintiff and reading the Affidavit of Service of the Subpoena to Appear and Answer the Plaintiffs Bill of Complaint duly filed in this Court on the 19th day of September last upon the Defendant Edward Wight and he not appearing Ordered that unless he the said Defendant Edward Wight shall appear and put in his Answer to the Plaintiffs Bill of Complaint on or before the 16th day of this Instant October the Plaintiffs Bill be taken pro Confesso against him

By Order of the Court

P Orr

127

257

Read and filed
October 9th 1770

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator John Pelham of Madras Inhabitant that Whereas Joseph Shearme of the same place Inhabitant Standeth Indebted to Your Orator in the full and just Sum of One hundred and Thirty Pagodas and Eight fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fifty Five Pounds One Shilling and Seven Pence or thereabouts as doth more fully and at Large Appear by an Account of Particulars Which is hereunto Annexed for the Inspection of this Honorable Court and which Your Orator prays 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 even at Seasonable Times Required Payment from the said Joseph Shearme of the said Sum of One hundred and Thirty Pagodas and Eight fanams But so May it please this Honorable Court that the said Joseph Shearme Wilfully and Obstinately Refuse to pay the same or give Your Orator any Manner of Satisfaction Touching the Premises and the Clause of Several Evasive Pretences Your Orator therefore prays a General Relief and as to this Honorable Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Joseph Shearme may upon his Corporal Oath to and Perfect Answer Make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truely punctually and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and to Decreed to Pay unto Your Orator the Aforesaid Sum of One hundred and Thirty Pagodas and Eight fanams Current Money aforesaid together with all such Interest as now is or shall

Brought Over

	To Supper	"	8		
	To Share of Punch at Supper	"	5		
	To Lodging	"	6	1.	2 6
14	To Breakfast	"	6		
	To 3 Bowl Punch	"	18		
	To Dinner	"	12		
	To 2 Bowl Punch	"	12		
	To Supper		3		
	To Cash Lent		4 10		
	Account of Mr Apple's Bill				
	To 2 Bowl Punch	"	12		
	To Supper and Punch	"	15		
	To Lodging	"	6	9.	14
15	To Breakfast	"	6		
	To 2 Bowl Punch	"	12		
	To Supper	"	8		
	To Share Punch at Supper	"	7		
	To Lodging	"	5		
	To Share Punch at Supper			1.	1
16	To Breakfast	"	6		
	To Dinner and Punch	"	18		
	To Lodging	"	6		30
17	To Dinner	"	12		
	To Punch at Dinner	"	6		
	To Supper	"	8		
	To Share of Punch	"	3		
	To Lodging	"	6	"	35
18	To Breakfast	"	6		
	To 1 Quart of Claret	"	1		
	To Dinner	"	12		
	To Punch at Dinner	"	3	"	19
	To Supper	"	8		
	To Punch at Supper	"	11		
	To Lodging	"	6		
19	To Account of Mr Apple's Bill which Your Order		15	"	28
	To Supper and Punch		17		
	To 1 Bottle French Claret	"	30		
	To Lodging	"	6	5	28
20	To 2 Quarts of Gin	"	1		
	To Breakfast	"	6		
	To Dinner	"	12		
	To Punch at Dinner	"	6		

Thereafter known due Reasonable Cost of this Suit. May it
this Honorable Court to Cause the said Joseph Sharone Esqr
said Arrestment by the Sheriff of Forfarshire Grange Lours of the
Lours and the Defender being Personally to be and Appear
this Honorable Court at a Certain time and Place to be by the
Court prefixed and Appointed & there and then to Answer and
such Order and Decree therein as to this Honorable Court shall
Sum Mut

Tho Chambers
Agent for the Complainer

Mr Joseph Sharone Dr to Mr John Robinson

August	10 To 1 Bowl punch		6		6
	11 To 2 Do				
	To Supper		12		
	To Share Punch		2		
	To Lodging		7		
	To 1 Bottle punch		6		
	12 To Breakfast		6		39
	To 1 Bowl punch		6		
	To 1 Quarter of Gin		6		
	To Dinner		8		
	To Share of Punch		12		
	To 1/2 Bowl Punch		3		
	To 1 Quarter of Punch		3		
	To Cash Lent		2 6		
	To 1 Quarter of Punch		3		
	To 1 Quart of Punch		1 2		
	To Bowl Punch		6		
	To Dinner and 2 Quarts of Punch Wine for Do		1		
	To Supper		6		
	To Lodging		6		
	To Punch at Supper		11		
	13 To 2 Drams of Gin		7		
	To Quarter Punch		3		2 11
	To Breakfast		6		
	To Quarter Punch		3		
	To 1 Quart of Gin		6		
	To Dinner		8		
	To 1/2 Bowl Punch		2		
			12		

Brought Down

To Punch at Dinner	"	6	
To 1 Bottle Beer	"	15	
To Supper and Punch	"	9	
To 1 Bottle Beer	"	15	
To 1 Bowl Punch	"	6	
4 To Lodging	"	6	
27 To Smaker Milk Punch	"	1	2 1
To 1 Do Arrack Do	"	2	
To 3 Games and 1 Smaker Sangry	"	8	
To Dinner	"	12	
To Sherry Liq.r	"	6	
To 1 Dozen of Cordials	"	2	
To 1 Game and 1 Smaker Punch	"	6	
To 1 Bowl Punch	"	6	
4 To Lodging	"	6	4 6
28 To Breakfast	"	6	
To Dinner	"	12	
To 1 Game and 1 Bottle Beer	"	15	
To 1 Smaker Punch	"	3	
To Supper	"	8	
To Sherry and Liq.r at Supper	"	2	
To Pint after Supper	"	7	
4 To Lodging	"	6	1 22
29 To Breakfast	"	6	
To 1 Glass Sherbet	"	1	
To 1 Tumbler Punch	"	3	
To Dinner	"	12	
To Punch at Dinner	"	15	
To 1 Bottle Beer	"	15	
To 2 Glass Punch	"	4	
To 1 Smaker Punch	"	3	
To 2 Smaker Punch Order for Fiddler	"	9	
To 1 Smaker Gray	"	3	
To Supper and Punch	"	11	
To 1 Bottle Beer	"	15	
To Lodging	"	6	2 15
30 To Breakfast	"	6	
To 1 Glass Gum	"	2	
To 1 Smaker Punch	"	3	
To ½ Drum Gum	"	1	
To Cash lent Mr Smith Bill which he Ordered	"	70	
To 1 Glass Punch	"	2	

	Brought Over				
	To Lodging		6		
6	To 2 Bowl Punch			1	30
	To 2 Glass Cordials		12		
	To Cash paid Mr Skinners Bill Which You Ordered		10		
	To 1 Dinner Wine		2		
	To 1 Double Game		2		
	To Dinner and Punch		12		
	To Shared Supper in Company		12		
	To Supper and Punch		8		
	To 2 Drams of Gin		1		
	To Smoaker Punch		3		
	To Lodging		6		
8	To 1 Drams of Gin		2		
	To 1 Smoaker Punch		3		
	To Dinner		12		
	To 1 Bottle Sydor		16		
	To Tiffing		4		
	To 1 Bottle Port Wine		30		
	To 1 Bowl Punch		6		
	To Half an hours Game		6		
	To 1 Smoaker Sangry		6		
	To 1 Bottle Red Wine		20		
	To Lodging		6		
9	To Dinner		12	2	28
	To 1 Smoaker Sherbet		1		
	To 1 Bowl Punch		6		
	To Supper and Sig^{r}		12		
	To Lodging		6		
11	To Breakfast		6		
	To Dinner		12	1	37
	To 2 Smoaker Sangry		12		
	To Glass Wine		2		
	To Share of Sangry		2		
	To Mix'd and Water		2		
	To 1 Punch		1		
	To 1 Smoaker Sangry		6		
	To Lodging		6		
12	To 2 Smoaker Sherbet		2		
	To 2 Smoaker Sangry		12		
	To 2 Do Punch		6		
	To Dinner		12		
	To 1 Double Bowl Punch		12		

	Brought Over			
	To 1 Bottle Beer		1	
	To 1 Do Madeira Wine		3	
	To 1 Bottle Rum & Sangaree		2	
	To 2 Smaller of Sangaree		1	
	To 1 Bottle Cyder		1	
	To 1 Smaller Punch		1	
	To 1 Bottle Claret		2	
	To Cash Lent		1	
	To Lodging		2	
13	To 3 Dozen Cakes		6	
	To Breakfast		1	
	To Dinner		6	
	To 1 Bottle Claret		1	
	To 1 Smaller Sangaree		1	
	To 2 Dozen of Cheese		6	
	To 2 Do Pickles		1	
	To 2 Do Grapes		1	
	To 1 Smaller Punch		1	
	To Supper for Two		2	
	To 1 Rum Punch		1	
14	To Lodging		1	
15	To Breakfast		1	
	To 2 Smaller Sangaree		1	
	To 1 Do Punch		1	
	To Cash Lent		12	
	To Dinner		2	
	To Bowl Punch		12	
	To 2 Bowl Sangaree		1	
16	To Lodging		1	
17	To Breakfast		1	
	To 2 Dozen Cakes		6	
	To Dinner		6	
	To Breakfast Dinner		1	
	To Glass of Sangaree		12	
	To Lodging		6	
18	To 2 Bottle Port Wine		6	
19	To Breakfast		6	
	To Dinner		6	
	To Glass and Segar at Dinner		6	
	To 2 Smaller Punch		12	
	To Supper		6	
	To 1 Bowl Sangaree		6	
	To 1 Bottle Punch		8	

	Brought Over			
17	To Breakfast		6	
	To 1 Bowl Milk punch		12	
	To 1 Smaller Rum punch		6	
	To Supper		4	
	To 1 Smaller Punch		2	
	To Do Do		2	
	To Dinner		12	
	To Smaller Punch		2	
	To Supper and Punch		10	
	To 1 Bottle Claret	1		
	To Lodging		6	
18	To Breakfast		6	2 22
	To 1 Bottle Beer		1½	
	To Dinner		12	
	To 1 Bottle Beer		1½	
	To 1 Do Madeira		30	
	To 1 Do Beer		1½	
	To 2 Smaller Punch		6	
	To 2 Games		2	
	To Lodging		6	
19	To Breakfast		6	2 10
	To 2 Bottle of Tenerif Wine		24	
	To 1 Do Punch		1	
	To Dinner		12	
	To 2 Smaller Punch		6	
	To 1 Bottle Beer		1½	
	To 1 Bottle Port Wine		30	
	To Supper		8	
	To Lodging		6	2 29
20	To Breakfast		6	
	To Dinner		12	
	To 2 Bottle Beer		3	
	To 2 Do of Tenerif Wine		24	
	To 1 Smaller Punch		2	
	To 2 Bottle Claret		12	
	To Lodging		6	
	To Supper		8	2 12
21	To Breakfast		6	
	To 12 Bottle Shant		6	
	To 1 Bowl Milk Punch		8	
	To 1 Do Punch		6	
	To Dinner and Punch		12	
	To Dinner for 8 Gentlemen		96	
	To 1 Bottle Beer		1½	
	Carried Over		97	

1824					
	Brought Over				
	To 1 Bottle Syder			1	6
	To 2 Plats Brake				6
	To 1 Glass Brake				3
	To 1 Smaller Punch				2
	To Supper				7
	To 1 Bottle Syder			1	6
	To Lodging				6	2	32
28	To Breakfast				6
	To 2 Bottle Syder			1	12
	To 2 Do Tenneryf Wine			1	36
	To 2 Drams Cordiale				6
	To 2 Do of Geen				4
	To 2 Do Rum				28
	To Dinner				12
	To Supper				8
	To Lodging				6	3	25
29	To Breakfast				6
	To 1 Bottle Tenneryf Wine			1	12
	To 1 Smaller Punch				2
	To Dinner				12
	To 1 Bottle Syder			1	6
	To Shroff Wine				8
	To Tea				4
	To 1 Smaller Punch				2
	To Lodging				6
	To 2 Game and 1 Bowl Punch at Light			1	9
	To Lodging				6
	To Supper				2	2	7
30	To Breakfast				6
	To 1 Smaller Punch				2
	To Dinner				12
	To 1 Smaller Shroff				1
	To 1 Smaller Punch				2
	To 1 Bottle Syder			1	6
	To Supper				2
	To 1 Dram Arrack				1
	To Lodging				6	1	12
October	1 To 1 Dram of Gene				2
	To Breakfast				6
	To 1 Dram Cordial				2
	To 1 Bowl Punch				6
	To 1 Game and 1 Bowl Punch				7
	To Dinner				12
	To 1 Bottle Syder			1	6
	Carried Over				

Mayor's Court at Madraspatnam } 17

Tuesday the 16th Day of October Anno Domini 1770

Present

L.S.

Francis Sourdam Esquire Mayor

Peter Maziere — Charles Smith

Edward Stracey — and John Hollond

Aldermen

Between John Robinson of Madras Inhabitant Complainant and Joseph Shuarne of the same place 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 sum and just Sum of One Hundred and Thirty Pagodas and Eight fanams (Pagodas 130. 8) and together with such Interest as now is or shall hereafter become Due thereon Until full payment is made also all Costs of this Suit

Plea

Entered Filed 7th December 1769

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James West of Fort Saint George Merchant that Thomas Cooper and Eyles Irwin of the same place Merchants Stand Indebted unto Your Orator in the Sum and just Sum of Four Sheets

Brought Over

To 1 Pr Tanny Hose		12	
To 2 Gamedine Wine		7	
To 1 Bottle Beer		15	
To 1 Pr Eyder		12	
To Lodging		6	
2 To Breakfast			
To 1 Sweet Punch		6	
To 1 Dram Arrack		1	
To 1 Pr Eyder		2	
To 2 Pr Arrack		2	
To Dinner		8	
To 1 Bottle Beer		10	
To Sherf Madeira		7	
To Sweet Punch		6	
To Pr Pr		6	
To Supper		8	
To 1 Bottle Eyder		10	
To Lodging		6	
20 To Breakfast			
To 2 Sweet Punch		6	
To 1 Bottle Eyder		10	
To Dinner		12	
To Sweet Punch		3	
To 1 Dram Arrack		1	
To Cash Lent	2	00	
To Lodging		6	
			4
Pagodas	31	52	12

Fort St George 12th October 1770

Errors Excepted

John Robinson

Joseph Shuarne

Hundred and Twenty four Pounds and Twenty six Pounds
of Modern nothing and Sterling Money of Great Britain
Rate of Eight Shillings for every Pound the Sum of One hundred
Eighty Pounds and One Penny half Penny or thereabouts Which
fully paid at Large Appears by an Account Current herewith Produced
the Inspection of this Honorable Court and which Your Orator prays
be Admitted as part of this Your Orators Bill of Complaint But
Orator further Sheweth unto this Honorable Court that he hath
diligently and Amicably Manner Requested payment from the said
Cooper and Eyles Seamen of the said Sum of Four hundred and Sixty
four Pounds one Penny two Farthings But

Defendants Combine &c.

Now it is Thomas Cooper and Eyles Seamen Mariners
Honorable Court the said Thomas Cooper and Eyles Seamen Mariners
unwillfully Refuse to pay the same or to give Your Orator any
of Satisfaction touching the Premises Your Orator therefore prays
Relief unto this Honorable Court and that the said Thomas
and good Conscience To the End therefore that the said Thomas
Eyles Seamen may upon their corporal and Respective
the Matters and things herein before set forth and Alledged
truly and Perfectly to the best of their Knowledge Remembrance
Requested and Particularly Interrogated and that they
to Decree to pay unto Your Orator the Aforesaid Sum of Four
hundred and Twenty five Pounds and Twenty one Pence with
such Interest as now is or shall become due thereon and
Cost of this Suit

May it please the Honorable Court to Grant
the said Thomas Cooper and Eyles Seamen Mariners
the Sheriff of Fort Saint George Town &c Mariners and the
Defendants Therein Personally to be and Appear Before this Honorable
at a certain time and place to be by this Honorable Court prefixed
Appointed then and there to Stand to and Abide by such Order and
Decree therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complt

Thomas Cooper and Eyles Seamen Mariners Mst

Dr

1765				£	s d
Augt 6	To Cash Amount of your Remittance Pay'd this Day			363	0 16
Dito	To Premium on Do from the 6th Instant to the 6th February next			5	5 0
9br 6	To Premium on Do from the 6th February to the 6th August next @ 15 p Cent			110	0 0
	To Interest on £16 Pagoda's from the 6th August to the 6th Instant @ 2 p Month			2	8 0
	To Cash Pay'd Duncan Stuart Esqr in Bengal			50	0 0
		Remitted		£ 125	0 16

Fort Saint George 6th 9br 1765

Errors Excepted

James Mill

Thomas Cooper and Eyles Seamen Mariners Mst

Dr

1765				£	s d
Augt 6	To Cash Amount of your Remittance Pay'd this Day			363	0 16
Dito	To Premium on Do from the 6th Instant to the 6th February next			5	5 0
9br 6	To Premium on Do from the 6th February to the 6th August next @ 15 p Cent			110	0 0
	To Interest on £16 Pagoda's from the 6th August to the 6th Instant @ 2 p Month			2	8 0
	To Cash Pay'd Duncan Stuart Esqr in Bengal			50	0 0
		Remitted		£ 125	0 16

Fort Saint George 6th 9br 1765

Errors Excepted

James Mill

271

Saxon Lee
26 February 1770

[illegible] Brown of Thames [illegible]
Post Boat George Merchant
Lewis of Calcutta in the East
Bengall Merchant Defendants
Bill of Complaint of Isaac Wood
Post George Merchant Complt

The Defendants now and at all Times hereafter
saving to themselves all Manner of Benefit and Advantage of
Exception to the many Uncertainties and Insufficiencies in the
Complainants Bill of Complaint Contained for Answer
unto such Parts thereof as these Defendants are Advised is any
for them to make Answer unto They Answering say that they
Jointly unto the Complainant in the sum of Four Hundred
Twenty four Pounds Ten Twenty one Pounds Twenty
Pursuant to the Interest of a Respondentia Bond
Bill of Complaint but Save the Uncertainty of the Bond
such Particulars as Mutual Remembrance as to these
These Defendants Acknowledge to have taken up the Bond
Complainant the sum of Three Hundred Sixty Two Pounds
Jarman for which Sum they Executed a Respondentia Bond
the Complainant the Condition whereof is Recited
the Sixth Day of February in the Year of Our Lord One Thousand
hundred and Sixty Nine and these Defendants by their
unto this Honorable Court that the said Sum of Three hundred
two Pounds Ten Twenty Jarman was taken up
Ruby Master John Budge was Commander from the Port of Madras
to the Island of Bulle the Monies and Goods mentioned to be
Premium of fifteen Pounds for the Voyage if performed in the
from the said sixth day of February One thousand Seven hundred
Sixty nine but if longer the same to Cease on the part of the
and these Defendants further say that for and in Consideration of the
Premium of fifteen Pounds for the said Voyage they the
Risks of the Ship Snow Ruby Cargo and Goods to be on Board
of the Complainant and Consequence of which Contract in the said
these Defendants Severally by Leave to Answer that on or about
Twenty fourth day of June in the Year One thousand Seven hundred

12

and Sixty Nine the said John Budge was proceeding on his Intended
Voyage in the said Snow Ruby from the Nicobar Islands to Madras
but from that day to the Twenty Seventh Day of July following the most
Violent very bad weather which not only Prevented him from Prosecuting
his Voyage to Madras but greatly Damaged the Hull of the said Snow
Ruby together with all her Masts Yards Sails Rigging and all the
Cargo then on Board and Obliged him to bear away for Chittagong as appears
by a Regular Protest Signed by the said John Budge master and Thomas
Augustus Mate of the said Snow Ruby bearing Date the Twenty Ninth
Day of July One thousand Seven hundred and Sixty Nine also three Anchors
and Two Cables which were lost in the Storm as well Carefully and
Perfectly Appear by a List of the Particulars of the Damage Sustained
on Board the said Snow Ruby bearing Date the Twenty Second Day of
October in the said Year One thousand Seven hundred and Sixty Nine
Which List is Signed by the said John Budge Master and Thomas Augustus
Mate of the said Snow Ruby which Protest and List of Damages are as the
Respondents of the said Thomas Cooper one of the Defendants are willing to be by him
Exhibited unto this Honorable Court as they Answer and these Defendants by
leave to Shew further unto this Honorable Court that the Damages sustained
were sustained Happened before the Expiration of six Months from the
Date of the said Bond which six Months is the Time Limited for the risk
to be on the part of the Complainant and Consequently such Damages ought
to be borne by the Complainant in an equal Proportion with the rest of the
Respondentia Lenders that an Average in such Case and for such Damage
and Loss are Jointly and Severally and Equity — And Lastly these
Defendants say that they Conceive the Complainant has no Legal Cause
of Action Against them, for the Condition of the said Respondentia Bond
Expressly Mentions the Principal and Premium of the said Respondentia
Bond to become due and Payable Twenty one Days after the safe
Arrival of the said Snow Ruby in Consequence of which Condition these
Defendants Ought not to have been Prosecuted for the Amount of the
Bond before the safe Arrival of the before mentioned Snow Ruby

All which matters and things these Defendants are
Ready to Aver Maintain and Prove as this Honorable Court shall direct
and Humbly pray to be hence Dismissed with their Reasonable
Costs and Charges in this behalf Most Wrongfully Sustained

Thomas Cooper
Thomas Chambers
Attorney for the Defendant

Case and Folio
27th April 1770

The Replication of James [illegible]
First Lord Grange Merchant to the City
of Edinburgh and Peter Lord of the
Place Merchants

To His Replyand

and Reserving unto himself all and all manner of benefit and
of Exception to the many Manifold Errors Uncertainties Insuf-
and Imperfections in the said Answer Contained for Replication
Saith that he will aver Justify Maintain and prove his Bill
and all and Singular the Matters and things therein Contained
Certain true and Sufficient in the Law to be Answered unto
Manner and form as the same are therein and thereby Alledged
and that the Answer of the said Defendants is very Insufficient
The Replyand further saith that the said Defendants do stand
and truly Indebted unto him the Replyand in the sum of Two
and Twenty Five Pounds and Lawful Sterling as Appears
and Bill of Complaint and the Account thereunto Annexed Not
Notwithstanding which the Defendants in their said Answer Wrongfully
the Contrary The Replyand Humbly hopes that the said Answer
Cause is to the prejudice of Justice in the same part of the said
with this Addition that upon the Receipt of the Money as stated
Respondentia Covering the Principal and Premium was to be
or Damage as well Wrongfully and Illegal appear by a Copy of the
Bill hereunto Annexed for the Inspection of the Honourable
Which the Replyand prays may be Allowed as part of this his
The Original whereof is in the Replyands Custody and ready
Produced for the Inspection of this Honourable Court when
The Replyand further Saith that by the said Terms of which
Money was Lent and the Terms of the said Bond the said Defen-
at the Expiration of the said Months mentioned in the said Bond
became Liable to the payment of the Principal and Premium
or the Vessell on which the said Money was Lent was not Safe
Appears by the Defendants Answer as it is Positively and Clearly
Intent of the said Bond that the money the Replyand should
said Defendants on the Risk of the said Vessell together

the Premium for Running that Risk was to become due and payable
at the Expiration of Six Months from the Date of the said Bond in
Case the said Vessell was not Safe whether the said Vessell Arrived there
or not or Whenever She was And that being Apparently and Expressly
the Intent and Meaning thereof the said Principal and Premium did
certainly become due and payable at the Expiration of the said Six
Months and the Defendants should have paid the same accordingly
Notwithstanding what the Defendants in their said Answer Allege
as to the said Vessell &c. Arrival at Madrass for the Defendants pretend-
-ing that the Replyand has no Legal Cause of Action against them
on Account of the latter part of the said Bond, and that they should not
have been Prosecuted for the Amount of it before the Safe Arrival of the
said Vessell cannot Avail them for the reasons before mentioned and
more particularly so as the same could have no other meaning than
that the Principal and Premium of the said Bond should be paid Twenty
one Days after the same became Due and payable according to the Recital
Condition and Which the said Money was Lent for According to the said
Defendants Allegations Relative thereto Suppose the said Vessell never
Arrived at Madrass this Replyand would never be able to Recover
What he is so Justly Entitled to which would of Course be Contrary
both to Law Justice Equity and Common Sense on Reason, that
a Person shall Risque his Money at Sea and when the Risque is
Over that he shall not on Account of some Words of Course which
no Ways Means meant to Supersede the Real Intent of the Agreement
and of the Terms on which the Money was Lent, be Justified to the
Money shall Risqued and the Recompence for it or to Prosecute the
Person who Lent it to for the Amount of it in Case of Non payment
till Certain Event may take place which is Doubtfull whether it
ever will take place or not and if it Does not that the Person who has
Lent and Risqued his Money must lose it This Replyand further
Saith that he is an Entire Stranger to the Damages the Defendant
Mention to have happened to the said Snow or Vessell But that Case
it should appear that She did Sustain the Damages mentioned
by the said Defendants in their said Answer this Replyand Does
by no means Look upon himself Answerable for any part thereof
as that is no part of the Conditions of the said Bond or the Terms

Know all Men By these Presents that We Thomas Cooper and Eyles Irwin Jointly and Severably are held and firmly bound unto James West of Madrass in the Penal Sum of Seven Hundred twenty four Pagodas twenty four Fanams for the Payment of which well and truely to be made unto the said James West his Executors Administrators or Assigns We do hereby bind our Selves Executors Administrators and Assigns firmly by these Presents In Witness Whereof we have hereunto Set our Hand and Seal in Fort St George this Sixth day of February in the Year One Thousand Seven Hundred and Sixty Nine

Whereas the above bound Thomas Cooper and Eyles Irwin have taken up and Received of James West the full and just Sum of Three Hundred Sixty two Pagodas twelve Fanams to Sum'd Respondentia on the Snow Ruby on which John Budge goes Commander from the Port of Madrass to the Islands Called the Nicobars and back to Madrass at the Rate or Premium of fifteen p Cent Premium for the Voyage if Performed within Six Months but if longer the Risque to be over on the Principle and Premium Payable on Demand, In Consideration Whereof the Usual Risks of the Sea, Rivers, Enemies, Fire and Pirates &c to be on Account of the said James West

Now the Condition of this Obligation is such, that if the above bound Thomas Cooper and Eyles Irwin their Executors Administrators or Assigns do well and truly Pay or Cause to be paid unto the said James West his Executors Administrators or Assigns the full and just Sum of Three Hundred Sixty two Pagodas twelve Fanams being the Principal of this Bond together with the Premium which shall become due thereupon at or before the Expiration of twenty one Days after the Safe arrival of the said Snow Ruby or in Case of the Loss of the said Snow Ruby such an Average as by Custom shall become due on the Salvage then this Obligation to be void and of no Effect otherwise to Remain in full Force and Virtue

Signed Sealed and Delivered
Where no Stamp Paper is to be had in the
Province of
Dent
Dobbyn

Thomas Cooper (L.S.)
Eyles Irwin (L.S.)

I Save Copy
John Sykes
Attorney for the Respondt

Recd Feb
2 May 1770

The Rejoinder of [illegible]
of Fort William in Bengall Merchant
Defendant to the Bill of Complaint
of Bengall Merchant Plaintiff
Exhibited in the Court of Chancery
before the Right Honble Henry Bilson
Lord Bishop of London Master of the
Rolls

This Defendant saving and reserving to himself all and all manner of
Exceptions to the many Errors Uncertainties Insufficiencies
and Imperfections in the Plaintiffs Bill of Complaint for Answer
thereunto saith That he will not nor ought to make any further
Answer thereto than he hath already made and this Defendant
doth rely upon and insist upon his Answer as fully and effectually
to all Intents and Purposes as if he had pleaded the same before
the Bill was Answered and this Defendant doth hereby refer himself
to his Answer aforesaid And this Defendant saving and reserving
as aforesaid for Answer to the Replication of the said Plaintiff
doth say that he will aver and maintain his said Answer to be true
certain and sufficient in the Law to be answered unto by this
Defendant and that the said Replication and the matters therein
contained are uncertain untrue and insufficient to be replied unto
by this Defendant for that this Defendant saith that the Plaintiff
hath not in and by his said Bill of Complaint set forth any
Matter or Thing whereby this Defendant can be compelled to
make any further or other Answer than he hath already made
save only that the Plaintiff hath in and by his said Bill of
Complaint charged that this Defendant hath in his Custody or
Power Bonds Bills Notes Books of Account Papers and Writings
in the Bill mentioned and which the Plaintiff hath a right to
have and to see and peruse and take Copies of and Extracts from
and that this Defendant refuses to let the Plaintiff have and see
peruse and take Copies of and Extracts from the same which
this Defendant doth deny and doth say that he hath not any
Bonds Bills Notes Books of Account Papers or Writings in his
Custody or Power relating to the Matters in question in this
Cause or any of them other than such as he this Defendant
hath already set forth in his said Answer and which he this
Defendant is ready and willing to produce in this Honble Court
as this Honble Court shall direct and order and this Defendant
doth say that the Plaintiff hath not in and by his said Bill of
Complaint set forth any Matter or Thing whereby this Defendant
can be compelled to make any further or other Answer than he
hath already made save only that the Plaintiff hath in and by
his said Bill of Complaint charged that this Defendant hath in
his Custody or Power Bonds Bills Notes Books of Account
Papers and Writings in the Bill mentioned and which the
Plaintiff hath a right to have and to see peruse and take Copies
of and Extracts from and that this Defendant refuses to let the
Plaintiff have and see peruse and take Copies of and Extracts
from the same which this Defendant doth deny and doth say
that he hath not any Bonds Bills Notes Books of Account
Papers or Writings in his Custody or Power relating to the
Matters in question in this Cause or any of them other than
such as he this Defendant hath already set forth in his said
Answer and which he this Defendant is ready and willing to
produce in this Honble Court as this Honble Court shall direct
and order and this Defendant doth say that the Plaintiff hath
not in and by his said Bill of Complaint set forth any Matter
or Thing whereby this Defendant can be compelled to make any
further or other Answer than he hath already made save only
that the Plaintiff hath in and by his said Bill of Complaint
charged that this Defendant hath in his Custody or Power
Bonds Bills Notes Books of Account Papers and Writings in
the Bill mentioned and which the Plaintiff hath a right to have
and to see peruse and take Copies of and Extracts from and

I John Mill Notary Publick Dwelling in Port
at Calcutta do Certify William Burgess by Profession
a Master Mariner Came Before me duely Sworn
Writings are true Copy Carefully Collated by me with the
Which were Exhibited before me for that purpose

In Testimony whereof I have
hereunto Set my hand and Seal of Office
Granted this Nineteenth Day of Sept
Year of Our Lord One thousand
and Sixty Nine

J. Mill
Notary Publick

Extract of a Letter from Capt. Burgess to Mr
Dated Chittagong 2d Augt 1769

Sir I have by this Conveyance Your Letter
Instant by Bishop of Mad
Cost having Lost my Sprit Sail Yard Mast
Many Sails and Rigging gone to Sea and
Anchors Except one to the West ward
having made great Debt of Water at Sea
Market Town between the Timber which
and for the Space of about 15 Days which
first Water with the Well, Every Day employ
Night Watching if You are Mr Cooper's Attorney
and am Desirous what I shall do with the Vessel
Dispose of her as soon as possible for
will Cost at least

to do any thing. I have now Saild about 190 Spars and about 80 or 100
Bags of Rattans in which Some Spars are all spoiled and the
Remains of my Necessary goods the whole Value will not be Sufficient
to pay the Mens Wages as they have never Received any from their Parent
Owners

To Mr John Burgess

Dear Sir

I hereby inclose and Send You a Copy of my Protest
as I am Informed is Necessary

I Wrote You the 28th of Last month which I
hope You have Received, Informing You of my having been Drove
home and Distress, and Desiring You in Case You are Mr Cooper
Attorney to Advise me what to do with the Vessell either to Repair her
and Set her out, or Sell her as she is the Latter I think far Preferable
as the Vessell is almost Wreck and must have every thing New both
Rigging and Sails, Cables and Anchors

I Long to hear from You, and if You should not
be Mr Coopers Attorney, be so good as enquire who is and Inform me
of it, as it will be Two Months before I can hear from Me Dear
I am Wishing You and all my Friends
Health and Happiness and Rest Remain

Dear Sir

Your Most Obedient
Humble Servant

John Burge

Chittagon
2 August 1769

A List of Damages Sustained on Board the Snow Ruby belonging to Messrs Cramer and Swinedal Madras from the 25th of June 1769 the time the last Weather began and the Pipe Head Leak Increased and the Ballast got all Down between the Timbers and into the Well and Occasioned the Pumps Choke to the 27th of July when we got to Chittagong

The Sails Entirely Split to Pieces and Most of them Blown away only Saving Left a Fore Sail Topsail & Maintopsail which Serve for a Mainsail & Foretopsail Gallant Sail and Maintopmast Staysail which were so much Damaged that they were Split with Every Squall &

The Rigging both Standing and Running Mostly Broke to Pieces and what was Save was rendered unfit for Service being so much Damaged by the Long Continuance of the bad Weather &

The Anchors one which was the Sheet Cut away in the Gale and two more Lost on the Sands to the Eastw of the Roads Weight 11 C 1 Q 2 and 5 C

The Cables one of Europe 12 Inches and one of Coir 10 Inch Recorded unfit for their Proper Use having Cut so much of them with the Anchors

The Main Yard Cut away in the Gale with the Sail and Rigg &

The Fore Mast Very badly Sprung

The Spritsail Yard Washd away

The Maintopmast Blown away

The Boats which Consisted of Six Spare and two Top Gallt Masts Cut away and thrown over board &

The Upper Works Very Much Shaken and open and Several of the Chain Plates and Bolt Rooks &

The Rudder all Entirely Damaged &

The Tobacco and Rice Goods &c Carried to Purchase Cargo at the Nicobars much Damaged &

The Above is a True List of Damages to the Smith of which We are Ready to Make Oath and have hereunto Set our Hands at Islamabad this 22 Day of October 1769

John Budge
Master
Thomas Augustus
Mate

This is to Certify all whom it may Concern that Master Mariner belonging to the Snow Ruby Burthen [illegible] of the Northern to the Port of Madras Do hereby Certify and Declare that my Vessel was Struck with Several Gales of Wind on the Coast of Cheen Depart the 25th of June and Continued very Severe till the 15th of July so as Making a good Deal of Water, that we being able to keep Pumps by Reason of our Ballast Shifting and working Over the Timbers the Middle being rotten, being not enough on Board Another from the Ship Our Stores all our Spares were Lost Several Sails of the Sails Split to Pieces the Rigging Shattered by our Ballast Shifting, Spoiling our Provisions &c Our Main Yard Cut away Several of our Sails Split to Pieces and the Rigging all Broke which Obliged us to Run away for the Port Chittagong after the Gale Left us about the middle between the Roads in the Lat 21 [illegible] being Obliged to Come to an Anchor in very great Sea Lost two of our Anchors and Cables Difficultly Could the Same riding but by Good Providence Got in the Latter of [illegible] Riding [illegible] Safe Arrived at Chittagong the 29th Day of July 1769

John Budge Master
Thomas Augustus Mate

Chittagong ss Chittagong the
30th Day of August 1769
Personally Came before me Justice of Peace Resident
at Chittagong John Budge Master and Thomas Augustus Mate
of the Snow Ruby and Severally Made Oath to the Truth of the
Above Written Protest

Jno Reed

Madraspatnam ss

Tuesday the 16th Day of
Anno Domini

Present

Francis Fourdan Esquire Mayor

Peter Maxwell — Charles Smith

Edward Macey — and John Holland

Aldermen

Mayor's Court

Between James Rist of
George Marchant Complainant
by
Elizabeth Cunningham Widow
Executrix of the Estate of
Merchants Defendant

This Cause coming on to be heard and debated
in the presence of the Attornies on both sides on Reading the
Complainants Bill with an Account annexed the Defendants
Answer The Replication the Rejoinder Two Exhibits on the part
of the Defendant On hearing the Pleadings made Thereto by both
and mature Consideration had thereon The Defendant not having
produced the Account of the Damages the Cause Ruby is Left to be
Ludicated during the time the Complainant Major was on Duty
This Court doth therefore think fit to Order and Decree and do
Accordingly Order this Decree that the Defendant shall pay
the Complainant the Sum and first Sum of Four Hundred and
Twenty five Pagodas and Twenty one Cash Pagodas 425 21
together with such Interest as now is or shall become due
thereon Until full payment is made Cost of this Suit

Read

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To the Honble Mr. Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Reynold Adams of Fort Saint George Merchant
that Elizabeth Cunningham Widow and Administratrix with the
Will Annexed of all and Singular the Goods Chattels and Credits of
William Cunningham Late of Madras Mariner Deceased Stands
Indebted unto Your Orator in the Sum and First Sum of One
Hundred and Twenty four Pagodas Current Money of Madras
making in Sterling Money of Great Britain at the rate
of Eight Shillings for every Pagoda the Sum of Forty Nine
Pounds and Twelve Shillings as will more fully and at Large
Appear by an Account hereunto Annexed for the Inspection of this
Honorable Court And which Your Orator prays may be
Admitted as Part of this Your Orators Bill of Complaint And Your
Orator further Sheweth unto this Honorable Court that he hath
frequently used in an Amicable Manner Requested Payment from the
said Elizabeth Cunningham as Administratrix as Aforesaid of the
said Sum of One Hundred and Twenty four Pagodas

But now so it is May it please this
Honorable Court the said Elizabeth Cunningham Obstinately &
wilfully Refuses to Pay the same or to give Your Orator any Manner
of Satisfaction touching the Premises Your Orator therefore prays
Generall Relief such as to this Honorable Court shall Appear agreable
to Equity and good Conscience To the End therefore that the said
Elizabeth Cunningham may upon her Corporal Oath full true
Direct and Perfect Answer make to all and Singular the Matters &
things herein before set forth and Alledged as fully truely and Distinctly
to all Intents and Purposes as if the same were here again Repeated
and Particularly Interrogated and that she as Administratrix as
aforesaid may be Decreed to Pay unto Your Orator the aforesaid
Sum of One Hundred and Twenty four Pagodas or what to such

Subscribed as soon as shall be thereafter known Dan Hernandez
of the Suit

May it Please the Honorable Court to
the said Elizabeth Cunningham duly Summoned and Re-
the Sheriff of Port Saint George Town of Montgomery and be-
being personally before this Honorable Court to
this said Bill to be by the Honorable Court Inspected and Con-
thereof Leave to Answer this Your Orators Bill of Complaint
further to stand to and abide by such Order and Decree there-
this Honorable Court shall deem Meet

John Mill
Attorney for the C

Mrs Cunningham Administratrix with the Will Annexed
William Cunningham Deceased

1769
February 1st To a Years Rent for the Month of January Last 8
" 1st Do Do February 8
March 1st Do Do March 8
April 1st Do Do April 8
May 1st Do Do May 8
28 Do Dittos for 4 Days @ 33 Pistoles pr Month 28

Pistoles

Port St George
22d May 1770

Errors Excepted
J. Reynold. Mr

149

Read and filed
16th August 1770

287

The Answer of Elizabeth
Cunningham Administratrix with
the Will Annexed to the Estate and
Effects of William Cunningham late
of Madras Merchant Deceased
Defendant to the Bill of Compt
of Reynold Adams of Fort Saint
George Merchant Complainant

This Defendant now and at all times hereafter
saving and reserving to herself all and all Manner of benefit and
Advantage of Exception to the many Errors Uncertainties Insuff-
iciencies and Imperfections in the said Bill of Complaint contained
for Answer thereunto or unto so much thereof as she this Defendant
is Advised doth Materially Concern her to make Answer unto
she this Defendant Answereth and Saith That whereas the
Complainant Credited the Deceased in his Life time for Hou.se
Rent to the Amount of One hundred and Twenty four Pagodas
as is Set forth and Charged in the Complainants Bill of Complaint and
Account thereunto Annexed the same can only be considered as an Book Debt
And this Defendant further saith that as she is in the present case only
Acting in the Capacity of Administratrix to her late Husband William
Cunningham Deceased she cannot With Propriety and Safety to herself
as Administratrix thereof, Discharge or pay off the Complainants
Demand Because there are Many Bonds and other Special Securities
which were Granted by the said William Cunningham in his Life
time to Different Persons and which still Remain Unpaid, and this
Defendant Humbly Apprehends such Bonds and other Special
Securities have a preference by Law to the Demand now made by the
Complainant, and that in Case she should pay the said Demand and
afterwards there should not be Assets Sufficient to Discharge the
Bonds and Securities aforementioned, she would of Course be Answerable
to the Proprietors of such Bonds and Securities for the Amount of what
had been paid Contrary to the Power Invested in Executors and Administ-
rators, Because if they pay Inferior Debts in preference to Debts
of a higher Degree they are liable to the Payment

Answer, On hearing the Pleadings Made Use of by the Attorneys and on due Consideration had thereon The Defendant having Acknowledged the Debts of the Complainants Demand and having proved or suffered that the Estate of the Deceased William Cunningham is insufficient to Discharge the Amount of Bonds or other Debts of a preferable Nature to 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 out of the said Estate the full and just Sum of One Hundred and Twenty four Pagodas ₰ Pag-odas 124 0 0 together with such Interest as now is or shall hereafter become Due thereon Until full Payment is made also the Costs of this Suit

Decr

Read and Filed
2d October 1770

To the Honorable the Mayors Court at Madrasapatnam

Humbly Complaining Shewe unto this Honorable Court Your Orator Nathan Cuthbert of Fort Saint George Merchant That Edwardiramen of Madras Inhabitant stands Indebted unto Your Orator in the full and Just Sum of Two thousand Five hundred and Sixteen Pagodas Twenty Eight Fanams and Forty One Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One thousand and Six Pounds Thirteen Shillings and Two Pence or thereabouts as will more fully and at large appear by an Account Current hereunto Annexed for the Inspection of this Honorable Court And which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Shewe unto this Honorable Court That he hath frequently and in an Amicable Manner Demanded Payment from the said Edwardiramen of the said Sum of Two thousand Five hundred and Sixteen Pagodas Twenty Eight Fanams and Forty One Cash

But now so it is May it please this Honorable Court the said Edwardiramen Obstinately and

Mayors Court at Madrasapatnam

Tuesday the 29th June Anno Domini

Present

Francis Fowdon Dyeare Mayor
Thomas Bonney — Reynold Adams
Nathan Cuthbert — Aldermen

Subpoena Issued 13th Day of August 1770

Return Subpoena

This Cause coming on to be Heard on this day in the Presence of the Attorneys on both sides and the Complainants Bill read and

Dr. Codundiaramia in Account Current With Mr. Arthur Cuthbert Cr

1769 Sept 25	To Ballance of Cash Advanced You on Account of my affairs	460 2 6			1769 Sept 25	By Cash Received on Account	481 6 5		
	To Interest on Ditto from the 25th May 1769 to the 22 October 1770 is 1 4 22 @ 8 p Cent p Annum	29 10 6				By Sloop Expences	93 — —		
			2492 16 11				574 6 5		
1770 Feb 19	To the Difference Between the Sum which you really paid a Diamond Merchant and the Sum Charged by Cheva Paid by Me	90 — —				By Interest on Ditto from the 19th September 1769 to the 22 October 1770 is 1 1 2 @ 8 p Cent p Annum	49 25 —	623 41 5	
	To D.o Mr Sadleirs Singanah	85 2 6				By Ballance Due		2516 28 41	
	To D.o the Silk Stocking Man	1 — —							
	To D.o Washerwoman	6 21 —							
	To D.o My Servants for Rice	48 10 72							
		229 22 53							
	To Interest on Ditto from the 19th September 1769 to the 22d October 1770 is 1 1 2 @ 8 p Cent p Annum	19 30 46							
			268 11 10						
	Pagodas	3140 27 46					Pagodas	3140 27 46	

For my George 22 October 1770

Errors Excepted

Arthur Cuthbert

1576

Mayors Court at Madraspatnam

Tuesday the 30 day of October Anno Domini 1770

Present

Lt: Col

Stringer Lawrence Esqure. Mayor

Reynold Adams ——— Arthur Cuthbert

and Edward Monckton ——— Aldermen

Between Arthur Cuthbert of Fort St. George Merchant Complainant and Ouchterlonie of Madraspatnam Defendant

The Defendant having been Duly Served with the Writt of the Complainants Demand This Court doth Order that the Defendant shall pay unto the Complainant the Sum of Two Thousand Four Hundred and Eighty Eight Fanams and Forty one Cash of Pagodas 2488-41 Cash together with such Interest as may or shall become due thereon Untill full Payment and Costs of this Suit

J. Court

Recd Writ 19 April 1770

To the Honble the Mayor Court at Madraspatnam

The Humble Complaint of Arthur Cuthbert of Fort St. George Merchant Complainant

Humbly Sheweth unto this Honorable Court that Mallinjah of Madraspatnam aforesaid Inhabitant Dealer Contractor and Broker is Indebted unto your Orator in the Sum of Two Thousand Four Hundred and Eighty Eight Fanams Current Money of Madraspatnam aforesaid and Sterling Money of Great Britain at the rate of Eight Shillings and Sixpence

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the Sum of Thirteen Pagodas and Seven Pence on Memorandum as will more fully appear by the Translate of an Acknowledgement or Bond which was Assigned Over to Your Orator by Cavelam Comaty Chitty of Madras Merchant which Translate of an Acknowledgement or Bond Account Particulars and Transfer thereof is Herewith to be Annexed for the Inspection of this Honorable Court and Whereas Your Orator hath Frequently and in a friendly Manner Requested Payment of the said Sum of Thirty Five Pagodas and Seventy Four Fanams

But now so it is. May it Please this Honble Court the said Mallinjah Obstinately and wilfully refuses to pay the same or 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 Agreable to Equity and good Conscience To the End Therefore that the said Mallinjah may appear his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and Things herein before set forth and alledged as fully Clearly and Effectually to all Intents and Purposes as if the same were here again Repeated Particularly Interrogated and that he may be Directed to pay unto Your Orator the aforesaid Sum of Thirty Five Pagodas and Seventy Four Fanams with all such Interest as may is or shall thereupon become Due thereon also all Costs of this Suit

May it Please this Honorable Court to Cause the said Mallinjah to be Summoned and Required by the Sheriff of Fort St George Town of Madras Peon and Dubash thereof Personally to be and appear before this Honorable Court at a certain Time and Place to be by this Honorable Court Directed and Appointed then and there to Answer this Your Orator Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Dan. Shaw

Attorney for the Complainant

Mallayah Dr

1762 To
February 10 To your Acknowledgment or Bond of this Date ... 21 —
To Subsistance Days 28 from the 10th February
1762 to the 15 April 1762 is 64 Days 2 Months and 5 days @ ½ Chuck p Annum } ... 11 28

Pagodas 32. 28

Madras ye 15 April 1762

Errors Excepted
Adolphus Smith

Know ye Georges 3d February 96

I Mallayah do hereby Acknowledge to have Received the Amount of Fourteen Currency Chitty Star Pagodas Thirty two and two Fanams Being Current Money of Madras which I promise to pay on Demand Viz the Sum of Twenty one Pagodas on or before the Tenth day of May Next ensuing and the Remaining Sum of Eleven Pagodas on or before the Tenth Day of August next which will be in the Year One Thousand Seven Hundred and Sixty Three with Interest thereon at the Rate of Nine Chuck per Annum till the Payment is made as Witness My Hand

Witness Present at the time of Sign. Mallayah Mallay his Attested Acknowledgment or Bond to me. M. Do Pintado. Mallay

I Paul Swan Mask do Hereby Certify that the above is a true Translate from the Original Malabar by Cavaypah Linen Guard Interpreter

Paul Swan Mask

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Know All Men By these Presents that I Cowlasser Cawry Chitty of Madras Merchant for a Valuable Consideration Some in hand paid by Adolphus Smith of the same Place Inhabitant have Bargained, Sold Assigned and Set over and by these Presents Do Bargain Sell Grant and Set over unto the said Adolphus Smith the above Written Acknowledgment or Bond of Twenty One Pagodas Due and owing unto Me by Mallayah of Madras Inhabitant and all Interest that now is or shall Grow Due thereon and all my Right Title Interest Claim and Demand Whatsoever in and to the same. And do Authorize the said Adolphus Smith to Demand Sue for Recover have hold and enjoy the said Sum of Twenty One Pagodas and Interest to his own Use and behoof for ever In Witness Whereof I the said Cowlasser Cawry Chitty have hereunto set my hand in Madras this Fifteenth Day of April in the Year of our Lord One Thousand Seven Hundred and Sixty Eight

Witness

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Mayor's Court
Madraspatnam

Tuesday the 30th day of October
Anno Domini 1770

Present

Francis Saurdan Esquire Mayor
Reynold Adams —— Arthur Cuthbert
and Edward Stracey —— Aldermen

Between Adolphus Smith of Madras Inhabitant Complainant
& Mallayah of the same Place Inhabitant
Defendant

It Appearing by the Records of this Court that the Space of six Months from the time Summons was Issued against the Defendant to Appear to Answer the Complaint of Adolphus Smith is Elapsed since the return of the Warrant of Sequestration Issued

Appearance in Court to Answer the Complainants Bill, &c.
Doth thereupon Pray Leave to Order and Decree and Doth Accordingly
said Decree that the Defendant shall pay unto the Complainant
(Pagodas 32 ¾) together with such Interest as may
hereafter become Due thereon Untill full Payment & Discharge
Cost of this Suit

Filed 20th August
Rec'd 4th September } 1770

To the Honorable the
Court at Madraspatam

Humbly Complaining

Sheweth unto Your Honorable Court Your Orator Thomas Penny of Fort Saint George Merchant That Nicolo Chilly of Madras Merchant Justly indebted unto Your Orator in the Sum of Four hundred and fifty five Pagodas Thirty seven Fanams and Twenty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Two Pounds and Seven Shillings or thereabouts as will more fully appear by an Account Current herewith Exhibited for the Inspection of this Honorable Court and Which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint Your Orator further Sheweth unto this Honorable Court that he frequently Application Amongst Many Others hath made to the said Nicolo Chilly for the Payment of the Said Sum of Four hundred and fifty five Pagodas Thirty seven Fanams and Twenty Eight Cash

But now so it is May it please this Honorable Court the said Nicolo Chilly Contriving and Intending how he may Defraud your Orator of the Said Sum of Money Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Relief and the Aid of this Honorable Court and that the said Nicolo Chilly may upon his Corporal Oath full true Direct and perfect Answer make to the said Interrogatories Matters and Things herein

(2nd)

before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same Were herein again Repeated and Particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and fifty four Pagodas Thirty Seven Fanams and Twenty Eight Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Nicolo Chilly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Honorable Court at a Certain time and Place to be by this Honorable Court for that End and Appointed there and there to Answer this Your Orator's Bill of Complaint and further to Abide by and Perform such Order and Decree therein as to this Honorable Court shall seem Meet

28 August 1770

John Sykes
Attorney for the Complainant

This Bill was shewn to the Defendant
the Days of Appearance, Let a Summons
Issue Returnable Next Court Day

Francis Fowke
Mayor

Mayor's Court at Madraspatanam } Present } Tuesday the 6th day of November Anno Domini 1770

Francis Saunders Esquire Mayor

Peter Manville — Reynold Adams &

Edward Monckey — Aldermen

L.S.

Mayor's Court

Between Thomas Cowing of Fort Saint George Merchant Complainant and Nimsh Chitty of Madras Merchant 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 sum and just Sum of Two Hundred and fifty five Pagodas Pooty seven fanams and Seven Eight Cash / Pagodas 255. 7f. 7 7/8 together with such Interest as aforesaid or shall hereafter become Due thereon Until full payment and Satisfaction and all Costs of this Suit

Plt

To the Honorable the Mayor & Court at Madraspatanam

Humbly Complaineth Thomas Cowing of Fort Saint George Merchant unto this Honble Court of Your Onstor Elihu Yale Minister of Madras Inhabitant That by Means of an Agreement made Over to Your Onstor by Nimsh Chitty of Madras Merchant the Eldest Son and Administrator of and Executor the Goods Chattels and Credits remaining & Late of Cuddalore Merchant Deceased Remainder Chitty the Younger Son of the said Deceased of Cuddalore Inhabitant Stands indebted unto Your Onstor in the Sum and just Sum of Two Hundred

Hundred and Forty Pounds Current Money of Madeira Value
in Sterling Money of Great Britain Amounting unto Eight
Shillings the Sum of One Thousand Eight hundred and Sixteen
Pounds Sterl: more fully and at Large appear by an Account Current
and Demands thereof hereunto Annexed for the Augmentation of this Honorable
Court And Which Your Orator prays may be deemed as part of this Your
Orators Bill of Complaint And that whereas the said Christmas Chitty
did appear to and answer the Demand of the said Christmas Chitty
before the Reverend the Surrogate and Prove the
Said Sum of Money Charged in the Account Current hereunto annexed
and did also before the Reverend the Surrogate Exhibit and
Deliver Upon Oath Bonds Notes Money and Securities for Money which Notes and
Securities for Money did Amount to the Sum of Four Thousand Seven hundred and Forty Pounds
which belonged to and were part of the Estate of the said Christmas
Chitty And Your Orator further Sheweth unto this Honorable Court
that He hath frequently and in an Amicable Manner applied to the
Said Nimrod Chitty and Requested Him forthwith to pay unto Your
Orator the said Sum of Four Thousand Seven hundred and Forty Pounds
Sterling Current hereunto Annexed and also to pay unto Your
said Christmas Chitty And to Deliver over to Him
the Said Bonds Notes Money and Securities for Money which
the said Christmas Chitty did in his Life time Exhibit and Deliver over to Him
which He took Possession of and which belong'd and
part of the Estate of the Christmas Chitty as aforesaid But now
it is May it please this Honorable Court the said Nimrod Chitty
Obstinately and Wilfully refuses to Comply with such Your Orators
Just and Reasonable Request or to give Your Orator any Manner of
Satisfaction touching the Premises Under Colour Whereof
and Drawing pretence Your Orator therefore prays a Writ of
Subpoena to the Defendant Commanding Him
Personally to be and Appear before this Honorable Court at
Chambers To the End therefore that the said Nimrod Chitty
upon his Corporal Oath fully true Direct and perfect Answer make
to all and Singular the Matters and things herein before Set forth and
Mentioned as fully truly and Effectually to all Intents and purposes
as if the same were Here again Repeated and Particularly Interrogated
But more Especially that He may Set forth and Discover Whether
Hereunto Exhibited Your Orator or the Some

Amount and what Sum or Sums of Money the aforementioned or some other Sum and what Account &
that He may Set forth a full true and Particular Account of all and Singular
the Goods Wares and Merchandizes Jewells Bonds Notes Papers Money and
Securities for Money that have come to the Hands Possession or Use of the said
Nimrod Chitty or which he was part of or belonging to the Estate of the said Christ-
mas Chitty or which have come to the Hands or Possession of any other
Person or Persons in Trust for Him or on his Account And whether He has
Sold or Disposed of the said Goods Wares or Merchandizes or of any and what
part thereof And if He has to whom He or Sold the same And for how much
Money And whether He or any other Person in Trust for Him or on his
Account has received the Amount thereof or any and what part thereof And
also Whether He or any such other Person as aforesaid hath received the Amount
of the said Bonds Notes or Securities for Money or any and which of them or any
and what Part thereof And that He may be Decreed either to pay unto Your
Orator the said Sum of Four Thousand Seven hundred and Forty Pounds
together with such other Sum or Sums of Money as He hath received on Account
of the said Goods Wares or Merchandizes Bonds Notes and Securities for Money
with all such Interest as now is or shall hereafter become due thereon or to
Deliver over unto Your Orator all and Singular the said Goods Wares or
Merchandizes Bonds Notes Papers and Securities for Money and to pay
Costs of this Suit

May it please this Honorable Court to cause the
said Nimrod Chitty to be Summoned and Required by the Sheriff of Hon
Saint George Town &c. Madeira whereof he the Bailiffs thereof Personally
to be and appear before this Honorable Court at certain Time and Place
by this Honorable Court Limited and Appointed there and there
Stand to and abide by such Order and Decree therein as to this Hon
Court shall Seem Meet

John Sykes
Attorney for the Complainant

Nonnypah Chitty the Younger's Acct of Chintamonny Chitty Deceased

The following Articles are to be the Property and Possession of the said Nonnypah Chitty the Younger

To Sundry Sorts of Piece Goods	2500 —
To Gold and other Jewels Mounted with Pannee Stone	1530 —
To Ditto and Ruby Money	500 —
To Ditto Received by You on the Mortgage of Silk Shawls	670 —
To Sundry Utensils and Sundry Belonging to the Estate	128 —
To Your Share and Garden Situate at Fort St. David	150 —
To Bond on Your Share of Pallankeny Chitty in favour of the Deceased	1500 —
To Sundry Petty Debts due Accounts due from Debtors to the Estate	1000 —
To Chairs Pillankeen &c.	650 —
	70 —
To My half Share thereof	4495
	Pagodas 8990

Fort St. David

Nonnypah Chitty the Younger Son of Chintamonny Chitty Deceased

Desirous for divers Considerations of Conveying Part of the Estate of the said Deceased and Encumbered Pagodas Eight Hundred and Eighty Eight Months from Date hereof make Over unto the said Clement Kinder the Main Executor Power of Attorney of the above Named Executors Debts due from the said Nonnypah Chitty Deceased Estate of the said Deceased this Months for Recovery of my Main Executors Transfer and make Over unto the said Clement Kinder his Main Executors Bonds Notes Money and Securities for Money which have been given and Belonging to the Estate of the said Chintamonny Chitty Deceased Title Interest Claim and Demand whatsoever to the same and every Part Power and Authority to Receive the same to his Own Use Hereby and Agrees with the said Clement Kinder that he the said Nonnypah Chitty the Younger will not Receive any Part thereof for the Use of the said Nonnypah Chitty Deceased Estate but that the same is justly due and Owing unto him from the said Deceased Estate

In Witness whereof I have hereunto Set my Hand and Seal at Fort St. George this 23 September 1767

Sealed and Delivered in the Presence of

Nonnypah Chitty

Received the Day and Year above Written of the above Named Clement Kinder the Sum of Four Hundred and Eighty Eight Pagodas being in full for the above Bond

Nonnypah Chitty

Witness

Nonnypah Chitty

Nonnypah Chitty the Younger with Nonnypah Chitty the Elder's Son & Administrator of the Goods Chattels & Credits of Chintamonny Chitty Deceased

By Cash Received of You on part of My Share of the Estate Negapatam and Other Pagodas	177 21 —
By Ballance	1560 —
	4737 21 —

Pagodas 4737 21 —

To 23 September 1767

Excepted

Nonnypah Chitty

Administrator of the Goods Chattels and Credits of Chintamonny Chitty Late of Fort David Merchant Granted by Clement Kinder of Fort Saint George Inhabitant for the Sum of Four Thousand Pagodas Whereby for Myself My Main Executors Administrators and Assigns Covenants and Agrees with the said Clement Kinder his Executors Administrators and Assigns the Sum of Four Thousand Five Hundred and Forty Pagodas the Balance of Younger Son of Chintamonny Chitty Deceased being My half Share in the said Executors and Assigns for Divers good Causes and Valuable Considerations Administrators and Assigns at the said Request the Goods Wares Merchandizes Bonds or come to the hands Possession or Use of the said Nonnypah Chitty which is part of said Nonnypah Chitty shall not give nor any Account of and all my Right Parcel thereof And the Gives and Grants unto the said Clement Kinder Full yet thereof to give Discharge for the same or any part thereof And Likewise Received from the said Nonnypah Chitty the said Sum of Four Thousand Five any of Securities for Money Charged or mentioned in the above Account of the said Nonnypah Chitty and which He shall not give any Account of as aforesaid Hands For Witness whereof I have hereunto Set my Hand and Seal at Fort Saint

Mayors Court at
Madraspatnam

Tuesday the 13th day of June
Anno Domini 1771

Present

L.S.

Francis Sawdon Esquire Mayor
Thomas Bowrey and Reynold Adams
Aldermen

Mayors Court

Benson Clerk of the Crown
Sub Sheriff Constable and Messenger
the Younger Son of Christmanoy Chitty
of Cuddalore Merchant Deceased Esqr

A Appearing by the Records of this Court that the Defendant
hath been Served with three Several Rules to Answer the Complainants
last Wilfully and Obstinately Refusing so to do This Court doth
think fit to Order and Decree, and doth Accordingly Order and Decree that
Defendant shall pay unto the Complainant out of the Effects of
this Deceased father Christmanoy Chitty the Sum and first Sum of
Fifty Pagodas 50 Pagodas
together with Costs Interest as now due shall hereafter become Due thereon upon
full Payment is made also all Costs of this Suit

Plus

Recd 1st Feby 1771

To the Honble the Mayor
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble
Court Your Orator Said Benson of Mayors Substitute that Whereas
Rangamah of Madraspatnam Inhabitant did on the 23d day of March
last by and Duly executed Your Orator as the Attorney of Rangamah
four Pagodas Current Money of Madraspatnam making or Sterling Money
Great Britain after the Rate of Eight Shillings for every Pagodas

Mayors Court at
Madraspatnam

Tuesday the 13th day of June
Anno Domini 1771

Present

Francis Sawdon Esquire Mayor
Thomas Bowrey and Reynold Adams
Aldermen

Benson Clerk of the Crown
Sub Sheriff Constable and Messenger
the Younger Son of Christmanoy Chitty
of Cuddalore Merchant Deceased Esqr

A Appearing by the Records of this Court that the Defendant
hath been Served with three Several Rules to Answer the Complainants
last Wilfully and Obstinately Refusing so to do This Court doth
think fit to Order and Decree, and doth Accordingly Order and Decree that
Defendant shall pay unto the Complainant out of the Effects of
this Deceased father Christmanoy Chitty the Sum and first Sum of
Fifty Pagodas 50 Pagodas
together with Costs Interest as now due shall hereafter become Due thereon upon
full Payment is made also all Costs of this Suit

Plus

Recd 1st Feby 1771

To the Honble the Mayor
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble
Court Your Orator Said Benson of Mayors Substitute that Whereas
Rangamah of Madraspatnam Inhabitant did on the 23d day of March
last by and Duly executed Your Orator as the Attorney of Rangamah
four Pagodas Current Money of Madraspatnam making or Sterling Money
Great Britain after the Rate of Eight Shillings for every Pagoda

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the Sum of Thirty four Pounds as will more fully and at Large Appear by
a Translation of a Mortgage Obligation and Transfer thereof which is hereunto
annexed for the Inspection of this Honorable Court which was assigned over unto
Your Orator by Rangopah of Madraspatnam Inhabitant and which the Same may
be admitted as part of this Your Orators Bill of Complaint for that Whereas
the Transferor Rangopah did on or about the Twenty third Day of March One
Thousand Seven Hundred and Sixty Seven Lend unto the said Ranganah
Deceased Husband in his Life time the said Sum of Eighty five Pagodas on his
Mortgage Obligation Payable on or before the twenty third day of July One
Thousand Seven Hundred and Sixty Seven on Demand with Interest thereon
Your Orator further Sheweth unto this Honorable Court that he hath frequently
and in an Honorable Manner Requested Payment from the said Ranganah
the Widow of the Deceased Rangopah of the said Sum of Eighty five Pagodas
But now so it is and may it Please this Honorable Court that the said
Ranganah Obstinately and wilfully refuses to give Your Orator any
Manner of Satisfaction touching the Premises all to Your Orator is fully
informed that the said Ranganah now and is still possessed of all the Goods
Chattels and Effects of her said Deceased Husband and Moreover of the said
Ranganah being well Acquainted of her said Deceased Husband observing
and receiving of the Transferor the aforesaid Sum of Eighty five Pagodas
of his granting the Transferor the Premises and Mortgage Bond as Lawfully
for the said Sum Your Orator therefore Prays a General Relief and that the
Honorable Court shall Oppose agreable to Equity and good Conscience To the
End therefore that the said Ranganah may appear by a Corporal Oath above
Perfect Answer make to all and Singular the Matters and things herein
before set forth and alledged as fully truly Perfectly and Effectually to all
intents and Purposes as if the same were here again Repeated and Interrogated
and more Especially that the said Ranganah may set forth Discover and
Declare if she is not the Lawfull Widow of the said Deceased Rangopah if not
Whom Do she believe she was not informed or Acquainted of her said Deceased
Husbands borrowing of the Transferor in his Life time the aforementioned
Sum of Eighty five Pagodas and of his granting the Transferor the Premises
Mortgage Obligation on the terms and Condetions before mentioned
and if she cannot set forth and Declare the Particulars of the several and
Respective Articles of the Goods Chattels and Effects the said Deceased
Husband died Possessed of if not why not and Moreover that

Known all Men By these Presents that I Ramapah of Madras Inhabitant for Valuable Consideration Received in hand of Jacob Salomon of the same place Inhabitant do hereby Assign and Set over unto the said Jacob Salomon to his own proper Use without any Account to be given for the same the Sum of Eighty four Pagodas and all other Sum and Sums of Money as are Remaining due and Payable unto me by virtue of the above Mortgage Obligation Bond and all my Right Title Interest and Demand in and to the same and do give and grant unto the said Jacob Salomon full Power and Authority to demand and Receive the Same to his own Use and upon Receipt thereof to give Discharge for the same or any Part thereof and I the said Ramapah do hereby Covenant and agree to and with the said Jacob Salomon that the said Sum of Eighty four Pagodas is justly due and owing that I have not Received the same or any Part thereof In Witness whereof I have hereunto Set my hand in Fort St George this Twenty Ninth day of January in the Year of our Lord One Thousand Seven Hundred and Seventy

Signed on the Paper
of Ramapah

Mayor's Court at } Tuesday the 13th day of November
Madraspatanam } Anno Domini 1770

Present

L S Francis Saurdan Esquire Mayor
Thomas Bonnery and Reynold Allens
Aldermen

Between Jacob Salomon of Madras Inhabitant Complainant and Ramapah of Madras Inhabitant Widow and Relict of Ramapah Deceased Defendant

the Death of the said Deceased Husband of her or some other Person of all or any Part of the Goods Chattels and Effects of said whereby may be Induced to pay unto Your Orator the aforesaid Sum of Eighty Pagodas together with all such Interest as remains due Thereon Justly full Payment is made also all Costs of this Suit

Mayor Pleas the Honorable Court to Order the said Ramapah to be Summoned and required by the Sheriff's Court Saint George Town of Madraspatanam and the Peons thereof personally to be and appear before this Honorable Court at a Court and Place to be by this Honorable Court prefixed and appointed then there to Stand and abide by such Order and Decree therein as this Honorable Court shall Seem Meet &c

P. Reffer
Attorney for the Complainant

Madras March 23 1769

I Ramapah Son to Ramchundrah do hereby Acknowledge to have given a Mortgage Obligation and Bill of Sale Limited on Pollee Rents Pollam in Chandra Giree between the Villages of Rettee Pillah and Vee Cumdrahilla Pillah to Ramapah the Complainant Chitty for the Sum of Eighty four Pagodas secured by Interest of Madras Cash Sum become payable on or before the Twenty third of July next at the Rate of Nine Pagodas per Annum in default of my Payment to pay the Rate of Twenty four Pagodas per Cent per Annum by Instalments Demand Damages by Instalments

Witness
Ramapah
Marks of Ramapah

Ramapah
Marks of Witness

A true Translation as near as can be from the Tamul & Malabar Language by Company Court Linguist

P. Reffer
Interpreter

Whereas by the Records of this Court the Defendant hath been served with the usual Rule to Answer the Complainants Bill, but wilfully and Obstinately refusing so to do this Court doth therefore think fit to Order and Decree, and doth hereby Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty four Pagodas / Pagodas 84 / with such Interest as now is or shall hereafter become due thereon till full Payment is made, also all Costs of this Suit

Pcan

Read and filed
June 19th 1769

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Bowdichon of Madras Merchant That Your Orator also of the same Place Merchant about Six Months agoe Contracted with One Cachaboo Chetty of Madras Making in Sterling Money of Great Britain the Sum of Eighty Pagodas Eight Shillings the Sum of Six hundred and fifteen Rupees Eight Annas Fanams Two & One Shilling and four Pice Sterling As will more fully and at large Appear by an Account hereto annexed for the negotiating of Certain Bills of Exchange which Your Orator hath drawn upon Persons in Europe and which Bills of Exchange are now Protested for Non Payment as by the Protests thereof Ready to be produced in this Honble Court may more fully Appear And which Sum of Six hundred and fifteen Rupees Eight Annas Fanams & One Shilling Your Orator hath Frequently Demanded of the said Cachaboo Chetty but he hath Refused and Neglected to Pay the same to Your Orator Contrary to Equity and Good Conscience To the End therefore that the said Cachaboo may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand five hundred & Thirty seven Pagodas Twenty seven fanams and Sixty One Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to cause the said Cachaboo Cachaboo to be Summoned and Appeared by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and appear before this Honorable Court at a Certain time and Place to be by this Honorable Court prefixed and appointed there and there to stand to and abide by such Order and Decree therein as to this Honorable Court Shall Seem Meet

John Sykes
Attorney for the Complainant

Dr

Madoon Cachadoss in a/c

1768			
September	To the Amount of Your Respondentia Bond of the Date for Rupees 2100 to Run on the Ships Asmanee Merchant and the Good Intent Morgan from this Port to Madras to Rangoon on the Ryotam of Ogore Sail from thence to Run on the Ships or Vessells back again to this Port of Madras at the Rate or Premium of 20 p Cent for 9 Months if longer Time, the half part of Which Amount then the 8th April being	1050	--
	To Premium on Dto @ 20 p Cent	210	--
	To the other half of the above Respondentia which came on the Ships Defiance which Arrived here the 16 April	1050	--
	To Premium on Dto @ 20 p Cent	210	--
	To Interest Rupees 1260 from the 8th April being 21 Days after the Arrival of the 2d Ships Asmanee Merchant to the 12th June 1769 - 62 @ 1 p Cent p Annum	--	--
	To Interest Rupees 1260 from the 8th May being 21 Days after the Arrival of the said Ships Defiance to the 12th June 1769 - 62 @ 1 p Cent p Annum	--	--
		Pagodas 2520	

Fort St George

Dr

Joseph Benedictus

1769			
May	16 By Cash Received	1000	--
	By Interest Rs from the 16th May to the 12th June 1769 is 26 Days @ 8 p Cent p Annum	83	32
		1083	32
	By Ballance	1587	29 61
		Pagodas 2513 18 61	

June 1769

Excepted

Jos Benedict

1st August 1769

The Answer of [illegible] Defendant to the Bill of Complaint of Johannes [illegible] of Madras Merchant Complainant

This Defendant [illegible] to himself all Manner of benefit and advantage of Exception to the Incertainties Insufficiencies and Imperfections in the said Complainants Bill of Complaint for Answer thereunto or unto so much thereof as this Defendant is advised doth Materially Concern him to make unto the this Defendant Answereth and Saith that He is ready and willing to account with the Complainant and the Executors of [illegible] deceased and to pay unto the Complainant what shall appear upon such Account to be due unto him and hath for that purpose brought into this Honble Court the Sum of [illegible] Pagodas which he is ready to pay unto the Complainant or to such other Person as this Honble Court shall direct and Order but this Defendant denies that the Complainant hath any Right or Title to the Sum of [illegible] Pagodas in the Bill of Complaint mentioned or any Part thereof Except the Sum of [illegible] Pagodas which this Defendant admits to be due to the Complainant and which this Defendant is ready to pay as aforesaid And this Defendant denies all Unlawful Combination Confederacy and Unfair Dealing wherewith he is charged in the Complainants Bill of Complaint without this that there is any other Matter Cause or Thing in the Complainants Bill of Complaint Contained Material or necessary for this Defendant to Answer unto and not herein and hereby well and sufficiently Answered Confessed Traversed and Avoided or Denied is true to the Knowledge or Belief of this Defendant All which Matters and Things this Defendant is Ready to aver Maintain and prove as this Honble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

William Cranmell
Attorney for the Defendant

Mayor's Court
Madraspatanam

Tuesday the 3 day of October
Anno Domini 1769

Present

Edmund Stracey Esquire Mayor
Peter Maillie — Reynold Adams
Arthur Cuthbert — Charles Smith and
Francis Saunders — Aldermen

Between Johannes Benedictus of Madras Merchant Complainant and Arathoon Cachatoor also of the same Place Merchant Defendant

This Cause coming on to be Argued and debated this day in the Presence of the Attornies on both sides On Reading the Complainants Bill with an Account Current annexed the Defendants Answer On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon It Appearing to the Court that the Defendant hath not denied 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 Sum of [illegible] Pagodas Seven Fanams and Sixty One Cash of Pagodas 1537. 27. 61. together with such Interest as now is or shall hereafter become due thereupon Until full Payment is Made Also all Costs of this Suit

Decr

Court of Appeals at
Madraspatnam } Wednesday the 26th

Between Andrew Lechester of Bengal
George Merchant Appellant and Lewis
Bernardeston of the same place Merchant
Respondent

This Cause coming on this day to be heard and debated
before the Court by the Attorneys on both sides upon hearing the Bill
of Appeal and Answer and the Exhibits of the Honble
Mayors Court together with the Decree of the said Court given in the
Cause on Tuesday the 2 day of October Anno Domini
instant Due Consideration had of the Matters therein mentioned
and of the Pleadings and Arguments thereof by the Attorneys on both
sides This Court doth think fit to Order and Decree that the
Accordingly Order and Decree that the Decree of the Honble
Mayors Court given in this Cause be and is confirmed and that the
Appellants Petition be hence Dismissed with Additional Costs of
this Court

Pl. Reg

H. Hyde Clerk

Filed 8th March 1769
Read 14th Do

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable
Court Your Orator Bangel Catak Bafroapatt Citizen of Madraspatnam
Merchant that William Anthony Sadlier Esq at Present Inhabitant
of Madraspatnam Standeth indebted unto Your Orator in the Just and just Sum of
Nineteen Thousand Seven Hundred and Thirty Six Pagodas Thirty
three Fanams and Twenty Cash Currant money of Madraspatnam being the
Balance of an Account Current which Account Current is hereunto
Annexed for the Inspection of this Honorable Court which Sum of
Nineteen Thousand Seven Hundred and Thirty Six Pagodas Thirty three
Fanams and Twenty Cash after the rate of Eight Shillings for every Pagoda
will amount to the Sum of Seven Thousand Six Hundred and Ninety
four Pounds fourteen Shillings at Three pence Sterling Money of Great
Britain Your Orator further Sheweth unto this Honorable Court
that he hath frequently and in an Amicable Manner Applied Payment
from the said Anthony Sadlier of the said Sum of Nineteen Thousand
Seven Hundred and Thirty Six Pagodas Thirty three Fanams and Twenty
Cash But now so it is May it Please this Honorable Court that
the said Anthony Sadlier Pretendedly and Willfully Refuse to give
Your Orator any Manner of Satisfaction touching the Premises Your
Orator therefore prays a General Relief unto this Honorable Court
as shall appear Agreable to Equity and good Conscience To the End
therefore that the said Anthony Sadlier may upon his Corporal Oath
true Direct and Perfect Answer make to all and Singular the Matters
and things herein before Set forth and Alledged as fully truly Perfectly
and effectually to all Intents and Purposes as if the same were there
again Repeated and Interrogated and he Directed to pay unto Your Orator
the aforesaid Sum of Nineteen Thousand Seven Hundred and Thirty
Six Pagodas Thirty three Fanams and Twenty Cash with all such
Interest as now is Shall hereafter become Due thereon also all
Costs of this Suit

May it Please this Honorable Court to
Cause the said Anthony Sadlier to be Summoned and Required by
the

Dedricks Henry Donnelly to be and appear before the Honorable
at a Court to be held by this Honorable Court pursuant
to appointment then and there to show cause why such Order
Summons to the Honorable Court shall not be made

March 8th 1869

D. P. Ryder
Attorney for the Complainant

Sworn to before me this Day of
Ordered that the Defendant be and
Leave the Jurisdiction of the Court & Dominion
Returnable immediately upon Warrant of Arrest Issued

Edward Bucey
Assistant

Mr. Anthony Austin

Acct. Current with Bengal Bay Sea Park Chilly

1761 March 1762 May 31st	To Cash Disbursed your Company's Allowance Account To Ditto Ditto Ditto To Cash Remitted you by Bill on Fort St. George To Cash Remitted you by Ditto on the Coast of Coromandel To Cash Remitted you by Ditto on the Coast of Bengal To Cash Remitted you by Ditto on the Coast of Malabar To Cash Remitted you by Ditto on the Coast of Bengal		
1763 March	To Cash Remitted you by Ditto on the Coast of Bengal To Cash Remitted you by Ditto on the Coast of Bengal To Cash Remitted you by Ditto on the Coast of Bengal

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Chitty and Nawnbare Nawnain Chitty Dewaren by Mardanawaro Krishnapah and Signed by the Rajah Cawant

Showarana Roo

A True Translation as near as Can be from above Copy of the Original into the Gentoo Language by Comcapah Cawant Interpr

P. Ruffer

Attorney for the Complainant

Septembr 5th

Ramchuller Pelly Chitty Cawant Gomastah to the Rajah Ramchuller Rajah Inhabitt Chowdry & Chundy of Gentoo Religion & Caste Inhabitt Chitty Morawaye Ramchuller Chitty for the Sum of Five Thousand Star Pagodas Current Money of Madraspatan Do Demand with the Interest & Costs of Suit from the Defendt Mallaya Chittyer Son Pelly Chitty Nawnbare Nawnain Chitty Dewaren by Professing himself Sworn and Signed by

Cawanu Comastah Ry

Ramchuller Rajah

A True Translation as near as Can be from the Original into the Gentoo Language by Comcapah Cawant Interpr

P. Ruffer

Attorney for the Complainant

November 13th 1786

S. Mawapatty Rayapatty Rajah Inhabitt Chowdry & Chundy of Gentoo Religion & Caste Inhabitt Chitty Morawaye Ramchuller Chitty for the Sum of Five thousand Star Pagodas Current Money of Madraspatan Do Demand with the Interest & Costs of Suit from the Defendt Mallaya Chittyer Son Pelly Chitty Nawnbare Nawnain Chitty Dewaren by Professing himself Sworn and Signed by the Rajah Cawant

Showarana Roo

Rajahmundry Account Current with Bengal Estab.t Bejwapark Chitty &c.

1756					Pag.a Fo.o
January		By Cash Recvd of Rammahendra Rajah on			
		part of this Head		140 20	
		Interest on the above Sum of £140. 20 from 29 Jan.y			
		1756 to 31 December 1764 is 9 Yrs 28 @			
		3 p.Cent p.Month		211 36	
1757					425 14
December	23	By Cash Recvd of Do		272 8	
		Interest on the above Sum of 272 8 from			
		22 November 1757 to 31 December 1764 is			
		8 Yrs 25 @ 3 p.Cent p.Month		691	
1757			£		963 8
December		By Cash Recvd of Do		272 8	
		Interest on the above Sum of 272 8 from 22			
		November 1764 to 31 December 1764 is			
		8 Yrs @ 3 p.Cent p.Month		692 16	
1756					963 24
January	29	By Cash recvd of Rayapatty Rajahs Part of			
		Cost		887 3	
		Interest on the above Sum of £887 3 from 29			
		February 1756 to 31 December 1764 is 9 Yrs			
		10 @ 3 p.Cent p.Month		1268 6	
					1855 9
1756					
January	29	By Cash Recvd of Do		66	
		Interest on the above Sum of £66 from Feby			
		29 1756 to 31 December 1764 is 9 Yrs 10			
		@ 3 p.Cent p.Month		185 40	
					251 40
1757					
August	22	By Cash received of Do		520 18	
		Interest on the above Sum of £520 18 from			
		22 August 1757 to 31 December 1764 is			
		7 Yrs 25 @ 3 p.Cent p.Month		1092 25	
					1865 1
		By Rollam's Due			6040 18 40
					22065 7 62
				Pagoda's	28374 26 20

George 27 March 1769
Excepted

Pagoda's 28374 26 20

Cont.d

Sold

Filed 2nd Feb
11th April 1769

In Chancery

Between

Thomas Lamb of Nottingham in the County of Nottingham Gent Plaintiff

and

Robert Pollock Esqr Defendant

The Bill of Complaint of the above named Plaintiff

Humbly Complaining Sheweth unto your Honour

That your Orator is a Subject of Great Britain and Resident within the Province of Maryland in America and that the Defendant is also a Subject of Great Britain and Resident within the said Province of Maryland and that your Orator and Defendant are Strangers to each other and have had no Dealings or Transactions together Except as hereafter is mentioned

That your Orator by Virtue of a Power of Attorney under the Hand and Seal of Robert Pollock Esqr bearing Date the Twenty Second Day of March One Thousand Seven Hundred and Sixty Six and Duly Executed and Recorded in the Provincial Court of Maryland did on the Twenty Ninth Day of March One Thousand Seven Hundred and Sixty Six Demand of the Defendant the Sum of Twenty Two Thousand Seven Hundred and Sixty Pounds Current Money of Maryland or Bills of Exchange for the same Sum drawn by Persons of Credit in London on Persons of Credit in Maryland payable at Sight or Thirty Days after Sight which the Defendant refused to Pay or Secure to your Orator

That the said Robert Pollock Esqr by the said Power of Attorney Authorized your Orator to Demand and Receive of the Defendant the Sum of Twenty Two Thousand Seven Hundred and Sixty Pounds Current Money of Maryland or Bills of Exchange for the same Sum drawn by Persons of Credit in London on Persons of Credit in Maryland payable at Sight or Thirty Days after Sight and in Case the Defendant refused to Pay or Secure the same to Sue for and Recover the same in the Name of the said Robert Pollock Esqr or in the Name of your Orator as the said Robert Pollock Esqr should think proper and to Compound and Agree with the Defendant for the same and to Give Acquittances and Discharges for the same and Generally to Act in the Premises as the said Robert Pollock Esqr should think proper as by the said Power of Attorney Relation being thereunto had may more fully and at Large appear

That your Orator hath Demanded

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To All People to Whom These Presents shall Come or
Greeting Whereas Actual Commander for Middle Rank in the
Royal Navy of the Province near Masulipatam was duly by Our Order or
Obligation bearing Date 20th of September
in the Year of our Lord One thousand Seven hundred and fifty four became
bound to Bassonpah Chitty of Madraspatnam in the Penal Sum of Six
thousand Pagoda Current Money of Madras conditioned for the Payment
of three thousand Pagodas with Interest as by the said Bond or Condition
more fully appear And Whereas there was Remains due to the said
Bassonpah Chitty the full Principal and Interest on the said Bond
Now Know Ye that the said Bassonpah Chitty for and in Consideration
of a Debt due to Anthony Stalker of Fort St George Merchant which the
the said Bassonpah Chitty doth hereby Acknowledge he the said
Bassonpah Chitty hath Assigned and Setover and by these Presents doth
Assign and Setover unto the said Anthony Stalker the said Bond or
Obligation and the Money thereupon due and owing with all the Right
and Interest of in and to the same And the said Bassonpah Chitty for the
Consideration aforesaid Hath and do Constituted and appointed the said
Anthony Stalker his Executors and Administrators the true and Lawfull
Attorneys or Attorney for him and in his Name or in the Name or
Names of his Executors and Administrators but for the Sole and proper
Use and Benefit of the said Anthony Stalker his Executors Administrators
and Assigns to ask Require Demand and Receive of the said Middle
Rank in the Royal Navy his Heirs Executors and Administrators the
Money Due on the said Bond and on the Non payment thereof he the
said Anthony Stalker his Heirs Executors and Administrators to sue
for and Recover the same and on Payment thereof to Release and Cancel
the said Bond and give Sufficient Release and Discharges therefor and
One or more Attorney or Attorneys under him to Constitute And
Whatsoever the said Anthony Stalker or his Attorney or Attorneys shall
Lawfully do in the Premises the said Bassonpah Chitty doth hereby allow
and confirm And the said Bassonpah Chitty doth covenant with the said
Anthony Stalker that he the said Bassonpah Chitty hath not Received
or will Release the said Money due on the said Bond or any part thereof
Neither shall or will Release or discharge the same or any part thereof
but will sue and Use of all Lawfull Proceedings for the Re

Sealed and Delivered in the Presence of
Edward Stracey
Peyer

Sworn in Court the 20th Day of
November 1754 before Me
Edward Stracey
Peyer

Anthony Stalker
Esqr
Attorney for the Defendant

To all to whom these Presents shall come Greeting
Whereas Pelley Stoney Esquire Vaigent for Mid Deputy Regarding
Range Residing in the Province now Montsyjatame is bound by one
Bond or Obligation bearing date June the Nineteenth Day of November
in the Year of Our Lord One thousand Seven hundred and fifty five
English Stile became Bound to Buffonapah Chilly of Mudra
-putnam in the Penal Sum of Eight thousand two hundred and
forty One Pyster thirteen Jamaica and forty Cents Currant money
of Madras Conditioned for the Payment of four thousand one Hundred
and twenty Pyster Sixty Jamaica and Sixty Cents Due Interest on by
the said bond and Condition thereof may appear And Whereas
there now Remains due to the said Buffonapah Chilly the full
Principal and Interest on the said bond Now Know ye that the said
Buffonapah Chilly for and in Consideration of a Debt due to Anthony
Sadlier of Fort St George Merchant which he the said Buffonapah
Chilly doth hereby Acknowledge he the said Buffonapah Chilly
doth Assigned and these now by these Presents doth Assign and Set
Over unto the said Anthony Sadlier the said Recited Bond or Obligation
and the Money thereupon Due and owing and all his Right and Interest
of in and to the same And the said Buffonapah Chilly for the Consid-
-eration aforesaid doth hereby Constitute and Appointed and by these
Presents doth make constitute and appoint the said Anthony Sadlier
his Executors and Administrators his true and Lawfull Attorneys
irrevocable for him and in his Name and in the Name and Names of
his Executors and Administrators but for the Sole and proper use &
benefit of the said Anthony Sadlier his Executors Administrators
and Assigns to ask Require Demand and Receive of the said Mudapooty
Regam Dy Ramen his Heirs Executors and Administrators the
Money Due on the said Bond And on Non Payment thereof he the
said Anthony Sadlier his Heirs Executors and Administrators to
Sue for and Recover the same and on Payment thereof to Deliver up
and Cancel the said Bond and give Sufficient Release and Discharge
therefore and in his more Attorney or Attorneys Under him to Constitute
And Substitute the said Anthony Sadlier or his Att

Signed Sealed Read and Delivered
in the Mayor Presence is presumed to
Presence of the

James Taylor
Jno Davidson

Archdale Palmer
Asst Pallid

John Davidson of Madras Merchant maketh Oath in
the Holy Evangelists of Almighty God and Saith that he
present did see the Buffonapah Chilly Esqr and that the
Persons mentioned in and for the Obligation did Sign Seal
their Delivering Whilst there was also present
Deponent and the said James Taylor did Subscribe
their Names as Witnesses to the Execution of the said Obligation
the said Buffonapah Chilly

Sworn the 23 day of February 1765
before me
George Baker
Mayor

Jno Davidson
Registered the 24 Feby
Archdale Palmer
Asst Pallid

Fort St George ss Feby 24

Examined and Compared with the Publick Records
Allan Sutherland Esq Secretary to the
Hon Edward Bramley Esq
Mayor Cty of the Settlement of Fort
St George & Agent
Mayor of the Said Fort

Jno Davidson
Registered the 24 Feby
Archdale Palmer
Asst Pallid

shall lawfully Do in the Premises the said Replyant Betty doth hereby Allow and Confirm And the said Replyant Betty doth Covenant with the said Anthony Sadler that he the said Replyant Betty hath not Power nor will Omit or Do any Matter or Thing whereby or by reason whereof the said Anthony Sadler shall or may be Hindered Disturbed or Molested in or from the Quiet Possession of the said Premises or any part thereof But that he the said Anthony Sadler shall and may from Time to Time and at all Times hereafter Peaceably and Quietly Have Hold Occupy and Enjoy the said Premises without any Lawfull Proceedings for the Recovery thereof by the said Replyant Betty or any Person or Persons whatsoever Lawfully Claiming or to Claim the same or any part thereof by from or under him her or them And that he the said Replyant Betty and all Persons Lawfully Claiming or to Claim any Estate Right Title or Interest in or to the said Premises or any part thereof by from or under him her or them shall and will from Time to Time and at all Times hereafter upon the Reasonable Request and at the Costs and Charges in the Law of the said Anthony Sadler his Heirs or Assigns make Do and Execute or Cause or Procure to be made Done and Executed all such further and other Lawfull and Reasonable Act and Acts Thing and Things Devise and Assurance in the Law whatsoever for the better more perfectly and absolutely Conveying and Assuring the said Premises with the Appurtenances unto the said Anthony Sadler his Heirs and Assigns as by the said Anthony Sadler his Heirs or Assigns or his or their Counsel in the Law shall be reasonably Devised or Required In Witness whereof the said Replyant Betty hath hereunto set his Hand and Seal the Ninth Day of June in the Third Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and in the Year of our Lord One thousand Seven hundred and Sixty two

Read
Signed Sealed & Delivered
(where no Stamped Paper is Procurable)
In presence of the
Geo Davidson
James Taylor

Rejoinder the 25th
Archibald Palmer
Atty Ptlk

Island Jamaica ss. Before me Archibald Palmer Attorney at Law duly Admitted & Sworn Practitioner in his Majesty's Court of Chancery in this Island personally appeared James Taylor Gentleman and Deposeth and Saith that he saw the within named Replyant Betty Sign Seal and as his Act and Deed Deliver the within Rejoinder for the Uses and Purposes therein Mentioned and Subscribing Witness thereto and also that he saw the said Replyant Betty at the Same Time Sign Seal and as his Act and Deed Deliver the Rejoinder to the Defendant in the said Allegation by the said Replyant Betty

Sworn to the 23d day of February 1765 before me
George Baker
Surr

Geo Davidson
Rejoinder the 25th February
Archibald Palmer
Atty Ptlk
Ptlk

Fort St George 3. March 1769

Examined & Compared with the Publick Register and Attested to be a true Copy thereof by me

Chas Bromley
Dy Pubick Regr

A true Copy of the Rejoinder Copy

John Sykes
Attorney for the Defendant

Read and Filed
9th May 1769

The Replication of Bengal Catch Replyant Betty of Morant Merchant Complainant to the Answer of Anthony Sadler of Port Saint George Defendant

This Replyant 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 Untruths Insufficiencies and Imperfections in the said Answer contained for Replication thereunto saith that he will aver justify Maintain and Prove his Bill of Complaint to be true certain sure & sufficient in the Law to be Answered unto and such Manner and form as the same are therein and thereby set forth & Alleged and that the Answer of the said Defendant is very Untrue and Erroneous & this Replyant further saith that the Sum of Nineteen Thousand Seven Hundred and Sixty Six Pagodas Thirty three Fanams and Twenty Cash which the Defendant in his Answer to the Complainants Bill of Complaint Mention that he is not indebted to this Replyant is very untrue This Replyant further saith that the above Sum of Nineteen Thousand Seven Hundred and Sixty Six Pagodas Thirty three Fanams and Twenty Cash is justly due and Owing to the Replyant This Replyant doth further say that [illegible]

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Hundred and Sixty two and on the Month of June When the Defendant & the Defendant were Ready to go to the Northward to Collect the Amount of the two Bonds aforesaid on Ramachundrah Rayah and Rayapatty Rayah this Replyant was sent for by the Mr Robert Palk and by the assistance of the Governor the Defendant thought he could get Commission from this Replyant to Recover the Amount of the two Bonds aforesaid on his own proper Account and did all his endeavours to obtain the same but this Replyant would on no Account Whatsoever give Consent thereto this Replyant proposed when the Defendant was going to the Northward to Collect the Amount of the two Bonds with Interest to the Month Day of June One thousand Seven Hundred and Sixty two being Pagodas Seventy Five Thousand and Sixty four Seven Fanams and Sixty Cash he might therefrom pay himself the Ballance due to him being Two Thousand Three Hundred and Thirty Seven Pagodas and Sixty Fanams and upon Payment of the Remainder which is Nine teen Thousand Seven Hundred and Thirty Six Pagodas thirty three Fanams and Twenty Cash this Replyant offered to allow the Defendant for his trouble Commission thereon this Replyant never empowered the Defendant to Act or Do any thing therein as he pretends in his Answer nor to Compromise the Matter for Ten Thousand Pagodas nor this Replyant ever gave the Defendant Writings to that Effect as the Defendant saying in his Answer that the same was Registered this Replyant was not then Present when this was done nor Knows anything of the Matter upon perusal of the two written Instruments this Replyant will come to the Knowledge of the truth thereof this Replyant further sheweth that the Defendant in his Answer to this Honorable Court make mention that he Compromised the Matter at Tangore for Ten Thousand Pagodas upon Bond which the Defendant never Acquainted this Replyant of Now after this Replyant and the Defendant for the Money due from him the Replyant finds in the said Answer that he never Received any Money but compromised the matter for Ten thousand Pagodas upon Bond which proceeding of the Defendant make this Replyant Suspect that the Defendant Received the Sum of Twelve Thousand Pagodas and odd in Ready Money and for the remaining Ten Thousand Pagodas took a Bond from the Tangore Raja for which Amount the Defendant afterwards Received Sum the Malabars The Defendant in his Answer saith that at the time of his Embarking for England His

for Rejoinder thereunto Saith that he will Aver Justify Maintain & Prove his said Answer and all & Singular the Matters & things therein Contained to be good certain true and Sufficient in the Law to be Replyed unto in Such Manner and Form as the same are therein & thereby Set forth and Alledged And that the said Replication is very Uncertain and Evasive And this Defendant further Saith that he ought not Justly Liable to be Charged unto the Complainant in the Sum of Nineteen Thousand Seven hundred and thirty Six Pounds Thirty three Shillings and Twenty Cents as is Most Unjustly Set forth and Stated in the Replyants Bill of Complaint And the Account Current thereunto Annexed And also in the said Replication or in any other Sum or Sums of Money Whatsoever as this Defendant hopes will be clearly appear to this Honorable Court by what is Set forth by this Defendant in his said Answer And which being a true and Just Statement of the Matters in Question must this Defendant Conceives be an entire Defeazance of the Replyants Unjust Demand And the Unjust and Evasive Allegations with regard thereto And more Particularly as the same is Corroborated by the Attested Copies of the Assignments of the Vendue in Question and of the Affidavits of One of the Subscribing Witnesses to the said Assignments Annexed to the said Answer And which if Necessary can & may be further Corroborated in due time And this Defendant further Saith that he Cannot for bear Remarking the Extraordinary Method of the Replyant has taken to Compose the large and Unjust Demand in this Defendant which is by Charging Interest at three per Cent per Month as will Appear on Reference to the Account particulars & Delivered in After Filing his said Bill of Complaint which is now Unwarrantable and Exorbitant Interest And which this Defendant is Persuaded this Honorable Court would by no means Allow were it for the Replyant had any Right to make any Charge to this Defendant on that Account, but Particularly as he has no Right to make any Charge to or Demand whatsoever on this Defendant on Account of the said Matters And which this Defendant would have Noted and Objected to in this Answer had the said Account particulars been Delivered in before the said Paramount and Cause to this Answer And before the said Contents for Charges [illegible]

of the said Assignments Merely to Convince the Honourable Court of the Unjustness of the Replyants Demand on this Defendant and how fairly and justly he has dealt by the Replyant Notwithstanding his Assertions to the Contrary, And that he did not benefit by the said Assignments in the Manner the Replyant as Unjustly Alledges, but if he had he is by no Means Accountable to the Replyant for any part of it for the Reasons before and in the said Answer Set forth Therefore the whole of what the Replyant Alledges with Regard thereto is mere Cavil And cannot Avail the Replyant nor by any means make this Defendant Accountable to them And this Defendant further Saith it is very Astonishing that the Replyant Should not only (having given this Defendant the said Assignments But also an Office Duplicate thereof in the Registry of the Notary Public) where not only the said Assignments but also the Affidavits of One of the Subscribing Witnesses to the Execution thereof is Registred and Attested as made by One Notary Public And the Copies from that Register Attested by another Notary, This Defendant Conceives the same is every Regular & Legal & Unexceptionable And that the Replyant might upon Enquiry Dispute the Registry or Records of the Honourable Court or of any other Court of Record (which are always looked upon as the Strongest Evidence and are Indisputable) And as to his Alledging he was not present when the said Assignments were Registred is Quite Saying nothing, for his Presence was not Necessary to make the Record thereof Valid, & with regard to what the Replyant mentions of his Suspicions this Defendant Saith they are as groundless as the said Demand and his Assertions in general with Regard thereto & with Regard to what the Replyant Saith of the Demands he made on this Defendant after his Return from the Angola Country and of this Defendants telling him he had paid out of the Money in the hands the Replyants Debt to Mr Fairfield this Defendant Saith that the Replyants Demands were Illegal and as this Defendant had no Reason to Comply with for the Reasons before mentioned & therefore that can by no Means Vindicate the Replyants Action Commenced at the time And in the Manner Mentioned in this Defendants said Answer, & as to the Debt

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a Certain Cause Depending in this Court Between Sebastian Buffanmapate Chitty of Madrass Merchant as Complainant and Anthony Lloyd of Fort St George Merchant as Defendant

To all the Witnesses on the 1st Interrogatories

Do You know the Parties Complainant and Defendant in this Cause if You how long have You or Knowen them or either and which of them Declare

To the Interrogatories of Pascal Saunders

Do You know or Do You not know of the Complainant in this Cause Did come here in the Year of our Lord One Thousand Seven Hundred and Sixty One Borrow and Receive any Sum or Sums of Money of and from the Defendant if You what but Different Times and what Sum or Sums of Money did the Complainant or Some of the Defendant and Either and Which of them for and on Behalf of the Other of them Borrow and Receive Did You and Jointly Concurr therein if You to what Amount was You or Either of Them Jointly Concurr? Did the Complainant or Defendant not Promise to Allow the Defendant a Premium Under the Amount Interest or such Sum or Sums of Money if You what Rate was such Premium Premium Enlarged to Such Sum or was not such Premium and Interest Stipulated Over Such Bond or Bonds Granted by the Complainant to the Defendant if You how then and in what Manner was that Matter Settled to Your Knowledge Declare? Did the Complainant or Did he not Shortly after the above Discharge the Amount of such Bond or Bonds with Interest and Premium thereon if You what Sum and where and in how many Payments and in what Manner did the Complainant to Discharge the Amount of Such Bond or Bonds How or was not the Amount of such Bond or Bonds paid Partly in Money and Partly in Goods or otherwise if You to what Particular Amount Quantity and Quality of Goods were they Do You know or Do You not know in whose Custody are the Bills now Held if You what may be the Amount of such Bills and in whose Custody are they if You know or Believe set forth the Same Do You know or Do believe together with Your Reasons of such Your Knowledge or Belief

To the Interrogatory

Did You or did You not afterwards Apply to the Defendant for the Amount of Your Money You was so Concerned in Such Bond or Bonds of the Complainant on Some of the Defendant if You what was the Purport of the Defendants Answer to such Your Application Or

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to Mr Fairfield the Defendant Saith that it was by the Consent Mr Fairfield should pay the Debt from the Complainant out of the Amount of the Bond in both Defendant Affairs from the Regal Regale or in his and Defendant got from the Nabob on Account of the said Bond in Interposition and Influence of Mr Pitt in the Defendant and Answer to this Defendant readily Agreed to what was by Pitt by that Gentleman and the Council thought proper to Mr Affairs but what Defendant by so many Causes the Nabob the Reason before and for this Defendant and Answer Defendant must Just beg Leave to Answer the last Charge Complainant in the Confederation of the Charging what this Defendant Saith in his said Answer about this affair being of a long and of the Nature and Manner of Conducting the Nabobs Affairs Defendant hopes will not Expose the Nabob of this Court to Mr Mr And Lastly the Defendant Saith that with Regard being Matter or Thing Contained or Alledged in the said Confederate Answer and Answer and Every Clause or Reason and Circumstance Complainant for the Defendant to make any further Defendant Answer thereto

All which matters and things the Defendant is Ready and Willing to Verify Maintain and Prove as this Honble Court shall Direct and Humbly pray as in and by his Answer he hath Already Prayed

John Sykes
Attorney for the Defendant

or have they not Remitted any Notice or Message from them Of Yea Longevine their Arrival there, And what were the Purport of such Notice or Message? And Did the Defendant or Did he not soon after Receipt of such Notice or Message go to the Dwelling House of the Complainant and Demand some other Proposals to him? If Yea what Day Month and Year was it and what was the Contents of such the Defendants Proposals to him the Complainant? And Did the Complainant or did he not Agree to the same, And Did the Defendant or did he not Desire the Complainant to write and Deliver to him any other Letter or Letters to Bogota Regalia Country If Yea Did the Complainant or Did he not Accordingly write or Order some other to write such Letter or Letters, And who was the Person or Persons that had wrote and Comprised them and in what Language were such Letter or Letters wrote and what were the Contents thereof and who was it that Signed and Sealed them or was not the Payment of the aforesaid Bond or Bonds Remembered in such Letter or Letters, If Yea Why Not or in what Method was the same Remembered Did the Defendant or Did he not Require of the Complainant some other Power or Authority If Yea what were the Purport of such Power or Authority the Defendant had so required of the Complainant? Did the Complainant or did he not Forward the Defendant with such Power and Authority If Yea why not and in what was his Reason for not Granting the Defendant such such Power or Authority? And was there or was there not a Dispute between the Complainant and Defendant at that time touching the same or also touching any Commission or Commissions or otherwise If Yea what was the Purport of the Dispute and how was that Matter afterwards settled between them Do You know or Do You not know whether there were any Account or Accounts Depending between the Complainant and Defendant before the Drawing and Executing of such Letter or Letters If Yea what Accounts were they and how did the same Ariseand in whose favor did such Ballance or Ballances Stand, and what may be the Amount of such Ballance or Ballances? and was or was not such Letter or Letters Drawn in Discharge of such Ballance or Ballances If Yea on what Account and for what Reason was such Letter Letters than Drawn? Do You Know or Do You not know whether the Contents of such Letter or Letters Exceeded more or less than the Amount of such Ballance or Ballances If Yea how much more

or knows they not Remitted any Notice or Message from thence If You
Conceive their Arrival there, And what were the Purport of such
Notice or Message? And Did the Defendant or Did he not soon after
Receipt of such Notice or Message go to the Dwelling House of the Com-
plainant and made some other Proposals to him If You what Day
Month and Year was it & what was the Contents of such the Defendant
Proposals to him the Complainant? And Did the Complainant or
he not Agree to the same, And Did the Defendant or did he not Desire
the Complainant to write and Deliver him any other Letter or Let
to Bogota Regale Country If You Did the Complainant or Did he
not Accordingly write or Order some other to write such Letter or
Letters, And who was the Person or Persons that had wrote and form
them and in what Language were such Letter or Letters wrote and what
was the Contents thereof and do he was it that Signed and Sealed them,
Was or was not the Payment of the aforesaid Ward or Words mentioned
in such Letter or Letters, If You Why Did or do what Method was there
Same Mentioned? Did the Defendant or Did he not Inquire of the
Complainant from what Power or Authority If You what was the
Purport of such Power & Authority the Defendant had or required from
the Complainant and Did the Complainant or did he not Forward the
Defendant with such Power and Authority If You why not Did what
was his Reasons for not Furnishing the Defendant with such Power or
Authority? And was there or was there not a Dispute between the
Complainant and Defendant at that time touching the same or also to
made any Commission or Commissions or otherwise If You what was the
Purport of such Dispute and how was that Matter afterwards settled
between them Do You know or Do You not how such that there were
any Account or Accounts Depending between the Complainant and
Defendant before the Drawing and Executing of such Letter or Letters
If You what Accounts were they and how did the same Arise and in
whose favor did such Ballance or Ballances Stand, and what may be
the Amount of such Ballance or Ballances? and was or was not such
Letter or Letters Drawn in Discharge of such Ballance or Ballances
If You on what Account and for what Reason was such Letter or Letters
then Drawn? Do You know or Do You not know whether the
Contents of such Letter or Letters Exceeded the many or less than the
Amount of such Ballance or Ballances If You how much more

Whose favor and to what Particular Amount were they and on what Account were they, and on what Account were they or Deposited Did the Defendant or did he or she or Either Receive the Amount of either of the aforesaid Bond or Bonds of the Person or Persons from whom they were Due, If Yea what may be the Amount he had or Received and from whom Did the Defendant or Receiver of them? Did the Defendant or did he or she ever Receive the Amount of Part or More of the aforementioned Bond or Bonds If Yea at what Particular time and Place, and to what Particular Account and from whom did the Defendant or Receiver the same? And what Particular Bond or Bonds were they Do You Know or Do You not know if the Complainant is now or was at the time the Amount of the aforementioned Bond or Bonds were Received by the Defendant any ways Indebted to the Defendant any Sum or Sums of Money, If Yea what Sum or Sums of Money and was the Complainant so Indebted to the Defendant before or since the Receiving of such Latter Bond or Bonds, If Yea Show them and in what favor the Ballance then stood? Do You Know or do You not know if any of the aforementioned Deposited Bond or Bonds still Remain in the Custody of the Defendant or Property of the Complainant If Yea what Number And were they or either of them or were they or either of them not Delivered up to the Complainant If Yea how many And why were they or not Delivered up to the Complainant, And did the Defendant or did he not Receive the Amount of them or either of them also If Yea what Number of Bond or Bonds did he or she Receive when and where and from whom did the Defendant or Person they and what was the Amount of such Bond or Bonds that the Defendant did or Received? The whole Your Knowledge of any Receipt for Money Payments of Money and all other Transactions between the Complainant and Defendant touching this Matter together with Your Reasons for such Your Knowledge and Belief fully and Particularly Declare.

To all the Witnesses } Do You Answer Can You Say any other thing or Matter Material for the Complainant in this Cause If Yea Set forth the same as You know or do Believe together with Your Reasons for such Your Knowledge fully and Particularly Declare.

Dr Rosser
Attorney for the Complainant

Mayors Court at
Madraspatnam

Between Ranga Chetty
Chetty of Madras Merchant Complainant
and Anthony Sadlier of Fort St George
Merchant Defendant

Depositions of Witnesses taken on the Part
of the Complainant in this Cause by
Order of this Court at Fort St George

Ranga Chetty of Madras Merchant aged 62 Years
being produced as a Witness on the part of the Complainant
this 2d Day of September 1767 Deposeth & Saith
John Sykes Attorney for the Defendant by Commission under the Seal
of this Court Dated the 30th Day of July last past to him directed
as follows &c on the same Day being Sworn & Examined Deposeth
as follows

1. To the first Interrogatory the Deponent Saith that he Doth know the
Complainant Ranga Chetty & Deponent & Saith that he Doth know
the Defendant Anthony Sadlier Deponent & Saith that the Complt
Proceeds of 200 Pagodas the latter 8 Years

2. To the 2nd Interrogatory the Deponent Saith that he Did Re
ceive of Money at one Time & at another from the Complt
between the Year 1761 the said Complainant did borrow of the Dft
several Sums of Money at one Time & at another to the Amount
however Complt Demands to the Amount of 1000 Pagodas
further with that he was not present at the Time of the Agreement
between the Complainant & Defendant and therefore Cannot Re
collect what passed between them relating to the Interest but
hath heard the Complt say & Promise that the Dft
Anthony was Obliged to about 12 or 14 per Cent that the Dft
Nothing of what he Drew Bonds were given by the Complt
the said Defendant Neither did Deponent ever Receive
that was Properly Conducted thereby Remembers that
Received from the Defendant for the use Plaintiff
further with that at Different Time which he Cannot
to Agreement the Complainant did pay part of the Amount
the said Bond or Bonds but was the Interest & Promise
for that the Complainant became Bound

[illegible]

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Discharged the whole That at what Time those Sums were Discharged
he does not know but that the Places of Payment were Vizagapatt
Accadaw Moloney at how many Times he Cannot say That the Complainant
Delivered to the Defendant Bonds for the abovementioned Places the
Amount of which was Collected by the said Deponent That as to the
Manner of Payment he heard only of Money and Bonds not of Goods
or any Thing else With Regard to the Ballance of the Account at last
the said Deponent does not know Certainly but saith that if the Defendant
Received the Payment of all that was due to the Complainant from
the Vizagapatt Ryahs the Ballance must have Remained Rightly and that
the Defendant to Favor Him for he Cannot say More he Doth
Not to this Interrogatory

To the third Interrogatory the Deponent Saith that he Did apply
to the Defendant for the Amount of the Money and that very frequently
for four Years incessantly That the Defendant did pay him the said
Money at Different Sums in Proportion to the Sums he Received from
Time to Time of the Complainant and that without any particular
Answer that he can Remember He cannot Swear or point the Particulars
Recollect that when Mr Sadlier Attorney from Vizagapatt the Discharges
Entirely the Agreement with him this Deponent & That he this
Deponent (having taken Offence at the Defendants Behaviour to
him) never went More this Knows Deponent That the whole Amount
of what he Received from the said Deponent was 1000 Principal &
to the best of his Remembrance 200 Pagodas Interest And more he
Deponeth not to this or the last Interrogatory

William Chambers

Examined

Mayors Court at
Madraspatnam

Between Ranga Chetty Merchant Complainant
Chetty of Madras Merchant Complainant
Anthony Sadlier of Fort St George
Merchant Defendant

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

not knows for Certainty Who he has heard of. Mr Sadlers the Defendants Coming to the Knows of the Complainant, and making new Proposals that According to his best Knowledge the Rajahs not being willing to pay the whole Amount of the Demands was the Cause of the Defendants Requiring to be impowered to Receive the Money alone, that being all the Rajahs offered. but that the Complainant would not agree to this Requisition But that the Whole of the said Demands This Deponent Saith that he is ignorant of the Defendant himself Coming but that the Dubash Sinnadorchillaw did come to Know the Complainants Will and Deliver him other Letters to Tangale That whether the Complainant did or did not write such other Letters he knows not neither does he Remember any thing about that, But that a Gentleman who was an Assistant of the Tangale Country told this Deponent and others here that the Rajahs had paid part of the Money to the Defendant and given their own Bonds for the Remainder That whether the Complainant since told the Defendant with further Authority than he had at First he does not know neither has he heard That the Complainant and Defendant had at that Time many Violent Disputes the Subject of which was That the Defendant required all the Bonds which were Sent from the said Rajahs to the Complainant, which the the Complainant refused to Comply with, But Offered to give him Commission and allow him the Expence of the Journey Now this was all he does not know, but only that they Disputed and spoke with Anger But before those Letters which this Deponent says were sent he knows no More of the Accounts that stood between the Parties, Except that he was present when the Son of the Complainant Visited the Defendant, at which Time the Defendant alledged that the Complainant owed him above 4000 Pags to which the said Son of the Complainant replied that 800 was the Utmost that was Due to him That he knows nothing of the last Letters that were written nor their Contents — And more he Deponeth not to this or the Last Interrogatory

William Chambers

Examined

Examiner

Mayors Court at
Madraspatnam

Between Joseph Eliah Bofoman
Jacob Chitty Merchant of Madras Com-
plainant, and Anthony Sadlier of Fort St
George Merchant Defendant

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

Isaiah Dutton of Madras Coachy Aged 32 Years or thereabouts
being produced as a Witness on the Part of the Complainant was on the 2
of October 1761 Sworn in Court at the Office of Mr Sykes Attorney for the
Defendant by Cavenagh who also left a Note of the Attorney Solicitor and Place
of Abode of the said Deponent, and afterwards on the same Day being sworn
and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that he knows
the Complainant this 10 Years and the Defendant about 5 Years

To the 2d Interrogatory this Deponent saith that the Sum of 2 Lacs
of Money which the Complainant borrowed of the Defendant in the
Year 1761 at 2 Several Times viz. the 1st in the 1st of March which was
to 2000 Pagodas, in the 2d on the 12th March which was about 11,000 Pag
that therefore the whole Sum was 13,000 Pagodas — That the first Agreem
ent on Receipt of the 2000 Pagodas above mentioned was to Discharge it
by the Delivery of Paddy immediately at Coromd And the second
Agreement was to Deliver Paddy in three Months to the full Amount of
11000 Pagodas with the Interest of 2½ Fanams per Measure or 8 per Cent
per Annum and 6 per Cent Premium the Complainant did afterwards
Discharge in Paddy Money which Amounted to the Sum of 9760 Pag
The Deponent further Saith that the Complainant did Discharge great
Part of the said Debt now after at 2 Payments in Paddy Money and
goods which altogether amounted on board 9,600 Pagodas which there
remained a Balance due from the Complt to the Defendant Principal
and Interest of about 3400 Pag — That the above named to the Knowledge
of what he above Deponeth by having been Present by and by hearing
said with the same Parts the above mentioned Sums of Money to
the Defendant And more he Saith not to this or the 3d Interrogatory

William Chambers
Examined

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Mayors Court at
Madraspatnam

Between Joseph Eliah Bofoman
Jacob Chitty Merchant of Madras Com-
plainant, and Anthony Sadlier of Fort St
George Merchant Defendant

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

Jeremiah Cundappen of Madras Merchant Aged
Years or thereabouts being produced as a Witness on the Part of the
was on the 22 Day of September Anno in Court at the Office
John Sykes Attorney for the Defendant by Cavenagh who also left a Note of the
the Name Place of Abode of the said Deponent and afterwards on the same Day
being thereon duly Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he knows
the Complainant and Defendant and that he the said
knows the former about 30 Years and the Latter about 5 Years

To the 2d Interrogatory this Deponent saith that some time in
of May (the Court not being Sitting) Romachy the Dubash
to the House of Mr Parry and Co and the Name of the Defendant
informed to Lucas the Late Master in Account of the Defendant
to Captn which Lucas then the Complainant and that
Money being by the Master to Lucas which Captn
that the Defendant told the Complainant that he
Captn that not having only that therefore he must give
to prepare him to settle the Affair then between them
which Proposal being Disagreeable to the Complainant
Departure the Coast also which the Complainant by
without settling the same so that then the Deponent
to Masters and went away to Bengal
the Last Interrogatory

William Chambers
Examined

Mayors Court at
Madraspatnam

Between Rangel Estab Benjamin
Chetty of Madras Merchant Complainant and
Anthony Sadlier of Fort St George Merchant
Defendant

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

Ramadah Pulley of Madras Cassiarby Aged 36 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant
was on the 21st of September 1762 sworn in Person at the Office of Mr John
Lyster Attorney for the Defendant by Canongoo who also 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 that he Doth know both
the Complainant and Defendant in this Cause and that he doth so
know the former for about 16 Years and the Defendant about 8 Years
To this Interrogatory the Deponent saith that he Doth know of the
Complainants Depositing Words with the Defendant to the Number
of Two in the Year 1762 but doth not recollect the Month or the Day and
Knows nothing more to the Number of 18 on the 8th of August 1762 But
says that he has heard that the Defendant came at Different Times

Mayors Court at
Madraspatnam

Between Rangel Estab Benjamin
Chetty of Madras Merchant Complainant and
Anthony Sadlier of Fort St George Merchant
Defendant

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

Ramadah Pulley of Madras Cassiarby Aged 36 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant
was on the 21st of September 1762 sworn in Person at the Office of Mr John
Lyster Attorney for the Defendant by Canongoo who also 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 that he Doth know both
the Complainant and Defendant in this Cause and that he doth so
know the former for about 16 Years and the Defendant about 8 Years
To this Interrogatory the Deponent saith that he Doth know of the
Complainants Depositing Words with the Defendant to the Number
of Two in the Year 1762 but doth not recollect the Month or the Day and
Knows nothing more to the Number of 18 on the 8th of August 1762 But
says that he has heard that the Defendant came at Different Times

and Received 2000 Pagodas in Ready agreeable to the Instructions he then Received. That he heard Jean Benjamin paid ready Money to the Amount of 1800 Pagodas. That the Third Time Ramah Rutton the Defendants Dubash with A Sepoy and 2 Coolies by Order of the Defendant came Express to where he was in Consequence of a Letter from the Complainant, he Delivered him Ready Money which were under his Masters Charge to the Amount of 3200 Pagodas over and above what he had Delivered the 2 former Times. All which he believes was on Account of the Instrument Debt And he likewise Declares that the Last of all three Payments was in the Month of August 1762 And more he Deposeth not to this or the Last Interrogatory

William Chambers
Examiner

Declare that many of them have Yet been Returned. But for the Reasons why they are not Returned he neither knows nor has heard any: And as to any other Matter relating to the Transactions between the Complainant and Defendant he is totally ignorant having been long Dismissed the Complainants Service and resided up the Country and more he Deposeth not to this or the Last Interrogatory

William Chambers

Examined

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a Certain Cause now Depending and at Issue in the Honorable the Mayors Court at Madrass upon wherein Mangal Celaki Rasoompah Chetty is Complainant and Anthony Sadleir is Defendant

1st Do you know the parties Complainant and Defendant in this Cause or either of them, If you Answering have You ever known them or either and which of them Declare

To Wm Davidson 2 Do You know you did Present and did You or Did you not to the Complainant in this Cause Execute or Sign Seal and Deliver as his Act and Deed Deliver Respectively the two Assignments Instruments or Paper Writings now Produced and shown to You at the the time of Your Examination Marked Letters A and B If You, were or were not James Taylor the other Subscribing Witness thereto present at the Execution thereof If You did or did not You and the said James Taylor Set or Subscribe Your Names as Witnesses to the Execution thereof Respectively If You So or is not the Name "James Taylor and Jno Davidson and Jno Davidson and James Taylor" thereunto Set or Subscribed as Witnesses to the Execution thereof Respectively If You and the said James Taylor Respective hands Writing If the said James Taylor living or Dead Did You or Did You not at any time afterwards make any Affidavit or Affidavits of

To
Concalachellum

5th Did or did not the Defendant in this Cause at any time or times Offer or Say he would Deliver up to the Complainant in this Cause any Cedjan Bonds Obligations or other Instruments upon the Complainants giving him a Receipt for them If Yea when where and upon what Occasion did the Defendant make the said Offer and what passed between the Complainant and Defendant about the said Matters? Saw You or was You not present And did You or did You not hear what passed between the Complainant and Defendant on that Occasion? The whole of those Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reasons of such Your belief fully and Particularly Declare

To all the Witnesses

6th Do You know of any other Matter or thing or have You heard or Can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant If Yea Declare the same as You Know have heard or do believe with the Reasons of such Your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

To all People to whom these Presents shall come Greeting
Whereas Richard Ormonde late of Middlehill Ramakrishnah Pauze in the Province Mun Mountlyabrow in the Kingdom of Cedjan by One Bond or Obligation bearing Date the first day of September in the Year of our Lord One thousand Seven hundred and fifty five became Bound to Bufforanpah Chitty of Madraspatnam in the Penal Sum of Six thousand Pagodas Current Money of Madraspatnam conditioned for the payment of three thousand Pagodas and Interest as by the said Bond and Condition thereof may appear And Whereas there now remains due to the said Bufforanpah Chitty the said Principal and Interest on the said Bond Now Know Ye that the said Bufforanpah Chitty for and in Consideration of a Debt due to Anthony Sadlier of Fort Saint George Merchant which he the said Bufforanpah Chitty doth hereby Acknowledge he the said Bufforanpah

Anthony Sadlier hereunto and from any Costs that may happen to be in
Worby for Witness whereof the said Rupparamah Chitty hath hereunto
Set his hands and Seal this Ninth Day of June in the Second Year of the
Reign of our Sovereign Lord George the Third and in the Year of our
Lord One Thousand Seven Hundred and Sixty Five

Signed Sealed & Delivered
where no Stampt paper is Procurable
In presence of the
Jno Davidson
James Taylor

Registered in my Office In Book 39 and Fo. 250
In Fort Saint George the 25 February 1765
Archdale Palmer (L.S.)

John Davidson of Madras Merchant make Oath upon the
Holy Evangelists of Almighty God and Saith that he was Present
and Did see Rupparamah Chitty Sign and Seal the Obligation
hereunto annexed as Deed for his Act and Deed And that James Taylor
the other Subscribing Witness hereto was also then Present and that
this Deponent also the said James Taylor did then sett Subscribe
their Names as Witnesses to the Execution of the said Obligation by
the said Rupparamah Chitty

Jno Davidson

Sworn to this 25 Day of February
1765 before me George Baker
Mayor

Registered in my Office In Book 39 Fo. 251
In Fort Saint George the 25 February 1765
Archdale Palmer (L.S.)

I Ramah Chandra Rauze Mirathur Rajah of Vungole for myself and Successors Do hereby Jointly & severally promise and engage in the most ample Manner as Security on the Part of Ramahchandra Rauze for the Performance of the said Ramahchandra Rauze's Agreement Covenanted & made with Governor Pitt and Anthony Sadleir of Fort St George & in Witness whereof I have hereunto Set my hand and Seal this Seventh Day of June One Thousand Seven hundred and Sixty Four

Ramah Chandra Rauze (L.S.)

In Presence of

I Ironsmith of what is Wrote at the Bottom of Ramahchandra Rauze's Bond

7th June 1764 To Mr Pitt Governor and Mr Sadleir of the Company's Merchants Remahchandra Rauze and Ramah Chandra Rauze his grandson are English and as before has given 2 Bonds to Bengal for Rajah Chitty and what has been paid and now Ballance due this day is 10000 Pagodas Madras Star and having returned the Old Bonds And given this fourth Bond which is Secured 6 Months and 8 Months to pay 5500 Pagodas and at the Expiration of the other 8 Months to pay 4500 Pagodas and after this will be paid there to Remain any Bond

Ramahchandra Rauze (L.S.)

Signed
Interpreted
and Sworn by Coramandel

A true Translation as near as can be taken from the Original Sworn by Coramandel Sworn Interpreter

John Taylor
Attorney for the Defendant

This Paper Writing was Shewn to Appree Cutley at the Time of his Examination before me in a Cause Depending in the Mayors Court at Madraspatnam wherein Bangel Estah Rofsenpah Estah Rofsenpah Chitty of Madras Merchant is Complainant and Anthony Sadlier of the same place Merchant is Defendant this 22 Day of Sept.r Anno Domini 1769

William Thombes
Examiner

Mayors Court at Madraspatnam

Between Bangel Estah Rofsenpah Chitty of Madras Merchant Complainant & Anthony Sadlier of Fort Saint George Merchant Defendant

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

Mr John Davidson of Fort Saint George Merchant aged 34 Years or thereabouts being produced as a Witness in the Cause on the part of the Defendant sworn in the 9th Day of October 1769 Saworn Before Mr Philip Reiffer Attorney for the Complainant by Commission who also left a Note of the Name Title and Place of abode of the said Deponent Deposeth on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he Doth know both the Complainant and Defendant and that he doth to Deponent the former about 10 Years and the latter about the same Time

To the Second Interrogatory this Deponent saith that he Doth not now Remember the Circumstance of Executing the two Papers Now Shewn to him and Shewn to him But he Deposeth that there is a Signature of Mr Taylor being the other Subscribing Witness to the Deponents is well acquainted with his Mr Taylors Hand Writing and affirms that the is his as also that he this Deponent with the said Mr Taylor did and Subscribed their Names respectively to the said Papers he being ready to swear to whereas to his own Hand

said Ramc Richards Proper Hand Writing, That the said Ramc Richards is now Dead That the Complainant was then indebted to the Defendant and that in Order to pay that Debt the Assignment of the Effects Goods &c was then made. And more the saith not to this or the Last Interrogatory

William Chambers

Examined

Mayors Court at Madraspatnam

Betsman Esqr Late Resident & Agent for the City of Moscow Merchant Complainant and Anthony Nesbitt of Fort St George Merchant Defendant

Deposition of Witness taken in the Cause by and before the Examiner in the Court as follows

Viz.

Hora Pennant of Moscow Merchant Aged 28 Years or thereabouts being produced a Witness on the Part of the Defendant was on the 25th Day of September 1769 Sworn and Sworn at the Office of Mr Phillips Hoffer Attorney for the Complainant by Consent and also after Leave of the Name, Title and Place of Abode of the said Deponent and Affidavit in that Behalf duly Sworn and Examined Deposeth as Followeth

To the 1st Interrogatory this Deponent saith that he Doth know both the Complainant and Defendant in this Cause and that he is the elder of the former about 40 Years and the latter about 35 Years

To the Interrogatory this Deponent saith that he now Produceth and shews to them marked D: Exhibits, Sealed and Delivered by Ramasbank Rangee and Ramee Gordon Rangee respectively And that Mahomed Hamadanamah to the best of this Knowledge and Behalf was the other Subscribing Witness thereto at the Execution thereof. And that Ramee Hamadanamah Did Set and Subscribe their Names as Witness to the Execution thereof but how their Names is or how can only by affirmation was Read Working in both Papers and to the best of the Belief the Said Hamadanamah Sometime Since with the Said Testator of the same Town

for them, but that the Complainant Refus'd to give any such Receipt, for which Reason the said Bonds Remain'd in the Defendants Hands. He knew That he Cannot Recollect the Exact Day, Month or Year when this Commutation passed, but that the Place was the Defendants Own House. And that they had agreed Deal many Talk at the same Time, He nothing else remarkable in Relation to this Interrogatory And Denies the Deponent the next to this or the Last Interrogatory

William Chambers

Examined

1765 September 20th

To Account Deficiency for the Amount of Bond from Rufanapah Chetty to the Company's Master Comrapah Dated September 1760 which is now struck off to this Account by Order of Council to Date 15th Instt in Regard of the Sum he has Agreed to pay within three Years on Account of the Pagoda Rupee Debt to Rufanapah Chetty Pagodas 1620

Fort St George 16th October 1765

Received from Nabob Mahomed Ally, Esqr the Sum of Eight Thousand Seven Hundred and Sixty Star Pagodas being in full of the Ballance of my Account with Rufanapah Chetty & all my Rights in a Bond from the Aryah Rajahs Officers Given to me by the said Rufanapah Chetty Witness my hand

Pagodas 8760

Saml Sadleir

The Sum of 8760 Star Pagodas One Third & Half being 8380 that Rufanapah Chetty lent to Aryah Rajah Which Sum I Agreed to be Accountable to Mr Sadleir for Same Which Same without Interest I promise to pay him in three Months Date this 16th Day of April 1766

with an Account Particulars annexed, The Defendants Answer & with two Notified Copies of Assignments annexed The Replication The Rejoinder, The Interrogatorys and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant with three Assignments, and two Affidavits and Obligation and Translate of what is under at the bottom thereof Marked Letters A B C D and Examined, Two Exhibits on the part of the Defendant On hearing the Pleadings Made thee of by the Attorneys and on Due Consideration had thereon, It Appearing to the Court that the Complainant has not produced Sufficient Proof to support any part of his Demand This Court doth therefore think fit to Dismiss and Dismisseth the Complainants Bill And doth Accordingly Order and Decree that the Complainants Bill shall stand Dismissed with Costs

per Curr

Court of Appeals at Madras Patnam } Js Thursday the 25 October 1770

Between Rangoo Chetty Bojanapah Chetty of Madras Merchant Appellant and Anthony Sattan of Fort Saint George Merchant Respondent

This Cause coming on this Day to be heard and Debated before this Court by the Attorneys on both Sides Upon hearing the Petition of Appeal and Answer & the several Exhibits of the Records of the Mayors Court together with the Decree of the said Court against the Complainant Bill dated the 20 Day of December Anno Domini 1769 It doth appear to this Court that the Assignments made by the Appellant to the Respondent of two Bonds of the Dyrole Rajah the Amount whereof Constituted part of the Appellants Demand were made as a means whereby the Respondent might be Enabled to Satisfy and Discharge the Amount of the Debt then Due by the Appellant to the Respondent out of the Money which might be Received from the said Dyrole Rajah but that Payment

Mayors Court at Madras Patnam } Anno Domini 1769

Present

Edmund Maccarty Esquire Mayor
Peter Auriol — Peter Delamain
Thomas Pomfret — Francis Fowke
Charles Smith — Samuel Greenhill
Alexr Davidson — Nathaniel

Sum of Two Thousand One hundred and Ninety two Pagodas Current Money of Madras making in Sterling Money of Great Britain Accounting every Pagoda Eight Shillings the Sum of Eight hundred and Seventy Six Pounds and Sixteen Shillings As well as more fully and at large appear by a Copy of the Obligation and Account Current and Transfer hereunto Annexed for the Inspection of this Honble Court which was Assigned Over to Your Orator by Raya Pedaving of Madras Merchant And which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honorable Court that He hath frequently & in an Amicable Manner Requested payment from the said John Debonaire and Balla Krishnah as Attorneys to the said Mahamed Musa Cauna of the said Sum of Two Thousand One hundred & Ninety two Pagodas

But now so it is may it please this Honble Court the said John Debonaire and Balla Krishnah Obdurately and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Under Colour of pretended Rejoinders and Evasive Answers Insinuating that they have not Recvd sufficient of the Ballance of Money mentioned in the said Obligation given by them to the said Raya Pedaving as aforesaid to enable them to Discharge the Principal and Interest of the said Obligation and that so much as they have Recvd they have been by them applyed in Discharge of Sundry other Matters on account of the said Mahamed Musa Cauna And that they have no other Property or Effects of the said Mahamed Musa Cauna in their hands or under their Care Direction or Management Whereas Your Orator Expressly Charges that the said John Debonaire and Balla Krishnah or One of them have or hath Recvd more of the Ballance Cash & Merchandize the said Obligation is Given for than Five and Twenty Rupees Sufficient to Discharge the Principal and Interest of the said Obligation and that they had no Right to Apply the same to any other purpose than that of Discharging the Principal & Interest of the said Obligation But therefore if they have applyed the same to any other purpose they are Liable and Chargeable to Discharge the said Obligation as if the said Money had not been so Applyed And Your Orator further Charges that

To be and appear before this Honorable Court at a certain time and Place to be by this Honorable 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

John Sykes
Attorney for the Complainant

Be it Known that We the Undersigned are willing as Attorneys to Nabob Mahomed Mafoo Cauree do Agree to pay unto Raya Budsang the Sum of Eighteen hundred Pagodas as Soon as I shall have Received the Ballance from Peza and Jankoolum which is due all this time to Nabob Mahomed Mafoo Cauree or as far as such Ballance will Furnish the with Cash whereof we have Signed this Agreement Madras 5 July 1765

John Debonnaire
Dooobaschy
Translate { Polla Restnah

Dr. Mr. John Debonnaire & Polla Rotnachilla &c. Nabob Mahomed Mafoo Cauree on Acc. Curr. &c. with Raya Budsang The Bramsonds

1765 July	5	To the Amount of their Obligation this Date	1800		By Ballance Due	1892
		To Interest Ditto from the 5th July 1765 to the 25th March 1767 1 Year 7 Months and 20 @ 2½ Cent p Annum	337			
		Pagodas	2137		Pagodas	2137

Errors Excepted

25th March 1767

and Administratrix of all and Singular the Goods Chattels and Credits of John Patterson late of Madras Inhabitant Deceased That the said John Patterson Died on or about the Twelfth Day of April in the Year of our Lord One Thousand Seven Hundred and Sixty Eight Exhibited his Bill of Complaint in this Honorable Court against John Debonnaire of Fort St George and Balla Krishnah of Madras Merchants as Attorneys to Nabob Mahomed Yusuf late of Madras for the Sum of Two Thousand One Hundred and Ninety two Pagodas and Interest which the said John Patterson Alledged the said John Debonnaire and Balla Krishnah were Indebted to Him on an Alegation as in and by the said Bill of Complaint and an Account Current and Transfer also Annexed to the said Bill To which said Bill the said John Debonnaire and Balla Krishnah Did appear but before any further or other Proceedings were had in the said Cause the said John Patterson died by Reason whereof the said Said Debts and Letters of Administration of his Estate and Effects were Granted to Your Orator by this Honorable Court by Virtue whereof Your Orator is become Intitled to have the said Said revived against the said John Debonnaire and Balla Krishnah To the End therefore that the said John Debonnaire and Balla Krishnah may shew Cause if they can why the said Debts aforesaid should not stand revived against them the said John Debonnaire and Balla Krishnah And that the same Bill and Credit Notes it was on at the time of the Decease of the said John Patterson And that the same may stand Revived accordingly

May it please this Honorable Court to grant unto Your Orator a Summons to Revive to be Directed to the said John Debonnaire and Balla Krishnah thereby commanding them at a certain Day therein to be Limited Personally to be and appear before this Honorable Court then and there to Shew cause why the Debts aforesaid should not be Revived and further to abide such Order Direction and Decree as to this Honorable Court shall seem Meet

John Sykes

Attorney for the Complt

Surrat Cir
30th August 1763

Mr Symmk. Mum
of the Defendant of Port St. George
Merchant to the Bill of Revivor
Exhibited Pattenson Executor and
Executrix of John Pattenson
late of Madras Lieutenant Deceased

Mr said Defendant

Mahomed Maxfus Cawns by this Defendant, did as one of the Attorneys of the said Mahomed Maxfus Cawns request Edward Roddon of Mountjoytown Merchant to Receive the said Wax and Elephants Teeth and the same to sell to the best Advantage This Defendant saith that the said Edward Roddon did sell the Wax and not being able to sell the Elephants Teeth he did and them to this Defendant at Madras at which place they were sold as appears by the Account Current annexed This said Defendant further saith that the Sum of Four hundred and Twenty four Pagodas and Eleven fanams, the Produce of those aforementioned Goods and Merchandize Received from Pegue in Twenty Seven Bills were came to this Defendants hands as part of the outstanding Ballance due to the said Mahomed Maxfus Cawns Estate from Pegue and Mahomed Part of the outstanding Ballance due at Punk Ceylone came to the hands Possession or Power of this said Defendant This said Defendant further saith that he did offer to advance and pay unto the said Executrix Raya Redning the said Sum of Four hundred and twenty five Pagodas and Eleven fanams in part of the principal Sum of Eighteen hundred Pagodas as forth in the Writing given by this Defendant and Bella Krishna to the said Raya Redning and was offered to make it up full accounts on the said Mahomed Maxfus Cawns Account from Pegue and Punk Ceylone This Defendant further saith the Executrix, Raya Redning refused to Accept of the said Sum though offered to them Several Times in the presence of several Witnesses This Defendant further saith that the said Raya Redning having thus refused to accept the Offer made by this Defendant the this Defendant paid off and out the Pagodien he had and taken up upon the Seas Credit & bound to Punk Ceylone for the Purpose of bringing the Balance Outstanding at Punk Ceylone Over to Madras This Defendant further saith that the said Orfeld Hodges to Punk Ceylone on Mahomed Maxfus Cawns Account to bring the several Returns that were Expected to be Ready at Punk Ceylone in Discharge for the Said Balance then owed Shewing Acct to them belonging This said Defendant further saith that the said Orfeld Hodges at Punk Ceylone and returned from thence to Madras again without Receiving any Goods or Merchandize, or Money Except

Filed
20th August 1768

In Syvate Branch

Bill Answer &c. Mr Mackett
Bill of Complaint of John Patterson
against John Debonnaire

And Defendant

Saving and Reserving to himself all and all manner
Benefit and Advantage of Exception to the many Errors
Uncertainties in the said Bill of Complaint contained for
Answer thereunto or unto such Parts thereof as the Defendant
is advised is Material for him to make Answer unto he the Defendant
Answering saith that he doth not stand indebted unto the
Complainant in the Sum of Pagodas as in the Bill of
Complaint is Mentioned Pursuant to the Account Current
of Accounts thereto annexed or any other Sum or Sums of
Money due and owing from the Defendant to the Complainant
Pursuant to the Account Current annexed to the Bill
of Complaint or any Part thereof as the Complainant
hath in and by his said Bill of Complaint suggested
the Defendant further saith that he has applied to the
Complainant for the Ballance due to the Defendant on the
Account Current annexed to the Bill of Complaint
and hath always been ready and willing and is still
ready and willing to pay the same unto the Complainant
or unto such Person or Persons as he shall appoint to
receive the same as the Court shall direct and this
Defendant is advised he is not obliged to set forth
any other Matters or Things in this his Answer
than what are herein before Answered unto and
this Defendant humbly hopes he is entitled to be
hence dismissed with his reasonable Costs in this
behalf sustained

And this Defendant for Answer to so much of the
Bill of Complaint as charges that the Defendant
John Debonnaire hath Received Effects to a large
Amount belonging to the Estate of the said John
Patterson deceased and hath refused to account
for the same or pay the Ballance thereof to the
Complainant this Defendant saith that he
believes it to be true that the said John Debonnaire
hath received Effects belonging to the Estate of the
said John Patterson deceased but this Defendant
saith that he hath not received any Effects
belonging to the said Estate except the Sum of
Pagodas which he received from Mr Thomas
Hodges and which he has accounted for to the
Complainant and this Defendant saith that he
hath not received any other Effects belonging to
the said Estate except the Sum of Pagodas
which he received from Mr Thomas Hodges
and which he has accounted for to the Complainant
and this Defendant saith that he hath not received
any other Effects belonging to the said Estate
except the Sum of Pagodas which he received
from Mr Thomas Hodges and which he has
accounted for to the Complainant and this
Defendant saith that he hath not received any
other Effects belonging to the said Estate except
the Sum of Pagodas which he received from
Mr Thomas Hodges and which he has accounted
for to the Complainant and this Defendant saith
that he hath not received any other

on Account of the Amount of the said Obligation But that was after the said Offell had Arrested with the said Peterson from Jaffnapatnam and before the said Defendant had Received the said Wax and Elephants Teeth or the Amount of them from Pegue so that what the Defendant is Offered to pay the said Transferee could not be the Amount proceeds of the returns from Jaffnapatnam, And this Reply further Saith upon the Transferee's Declining to Account of the said Seven hundred Pagodas, as it was an Inconsiderable part of the Amount of the said Obligation and as the Defendants or One of them had received the above Returns from Jaffnapatnam and Insisting upon the whole Amount of the said Obligation being paid, the said Defendant John Debonaire Offered to pay them the whole Amount of it if the the Transferee would Allow them Twenty Hand Discount upon it But which the Transferee did also Declined as he had no Right to give up any part of his said Demand And this Replyant Submits to this Honble Court whether it is probable that the said Defendant would have made either of the above Offers to the Transferee if he had not Received Sufficient of the said Ballance to have enabled him to Do it & this Replyant further Saith that the said Defendants had no Right to Apply the said Seven hundred and Twenty four Pagodas and Eleven Fanams to any other Use than that of Discharging their said Obligation Therefore the said Defendant John Debonaire Applying it to the Use mentioned in his said Answer was Unjustifiable And As all the said other Defendant or One of them is or are As much Answerable to this Replyant for it as if they never had applyed it to any other purpose and they are ready to Shew that the said Defendant John Debonaire himself Acknowledges in his said Answer This Defendants further said Answer Alleges that they do not think themselves Obliged to Discover and Lay before this Honorable Court the Affairs of the said Mahomed Mapla Cunna Mar Thamby which the said Obligation Notwithstanding the said John Debonaire has in his said Bill of Complaint Prayed that they might Set forth a full true and Particular Account of the same This Replyant for Reply thereto Saith that upon or soon after the said Defendant John Debonaire Making the said Transferee Ryan Pedroo the above Offer of paying seven hundred

they would Sell them and pay him the Money as soon as the Trouble and the Country were over or they had Orders so to do That this the said Transferree & Declined Accepting of as they had nominated the said Returns from Tunbridge as the said Mahomed Mafoo Cawas had Ordered him to be paid out of the Amount of the said Effects as aforesaid in Case of a Deficiency of the said Ballances & so Did Acted thereby Under Such Power or Authority they had Expired the Money which was to have been paid to them And & telling them that they were still Liable for the Payment of it And the said Pallat Ruthna did Actually carry a List of the said Mahomed Mafoo Cawas Names &c to the said Transferree Hanse for the Purposes aforesaid This Replycant therefore Submits to this Honorable Court Whether the Defendants ought not for the above Reasons to have Discovered the Property of the said Mahomed Mafoo Cawas at Madras or in their or Either of their Custody or Under their or either of their Care or Management And whether the Court it should appear that the Defendants or Any of them have not Received Sufficient of the said Ballances Amount Interest Pigue and Sankerjee to Discharge this Replycants said Demand / which this Replycant by no Means Admits / That the Amount of the said Effects and the said Mahomed Mafoo Cawas other Effects should not be Applyed in Discharge thereof And as to any and every other Matter or thing Set forth and Alledged in the said Answers And / Which is not herein and hereby Particularly Replyed unto this Replycant Saith that same is very Untrue Evasive and Insufficient for this Replycant to make any further or other Reply thereunto

All which matters and things this Replycant is ready and willing to Verify Maintain and Prove as this Honorable Court shall Direct and most humbly prays as in and by the said Original Bill of Complaint is Already Prayed

John Sykes
Attorney for the Replycant

A Letter sent by Mafoo Cawas to Pudsey A

Pudsey I hope You can and Will Use Your Utmost endeavour the Ballance of Settlement which I Owed for which I write to Mr Dobree to pay You And He will Discharge the Effects and pray You And always upon

1825

Justify Maintain and Prove all & singular the Matters & things Contained in these Defendants Answer to be good Certain true & Sufficient in the Law to be Replyed unto in such manner & form as the same are therein & thereby Set forth & Alledged, And that the said Replication is now Ready Evidence & sufficient for these Defendants to Demur to any further or other Answer thereunto — And these Defendants further Say unto & by their said Answer they have Already Said And Do and will Aver and Maintain all & every thing & things therein Contained to be true & Certain in such Manner & form as they are every of them are therein Alledged & Set forth — All which Matters & things these Defendants are Ready & willing to Verify Maintain & Prove As this Honble Court Shall & Direct & so humbly Pray as in & by their said Answer they have Already Prayed —

Chas Boomer
Attorney for the Defendants

Interrogatories to be Administered to such Witness as shall be produced Sworn & Examined on the part & behalf of the Complainant in a certain Cause now Depending & at Issue in the Honorable the Mayors Court at Madras wherein Lawrence Patterson Widow and Administratrix of John Patterson Deceased by Transfer of Rego Pereira is Complainant & John Robertson and Walter Richards Attorneys to Nabob Mahomed Alyse Caumdan Defendants

To all the Witness 1st Do You Know the parties Complainant and Defendants & the Transactions in this Cause & if you, How long have You to your knowledge or any one of them Declare —

To Hon. Mahomed 2 Do You or to Your or Your Knowledge any Goods Wares or Merchandizes being brought from Bombay have on Account of Mahomed Alyse Caumdan on or about the Year from Your Lord One thousand Seven hundred and Sixty Six & if you, what Goods were they and in what Particular Account And whom ever they brought for them & the particular Assortments And the Quantities

And what Quantity Sort of what Apparel and Quality? To whom did the said Appellant the said Goods Wares or Merchandizes belong, or to whom was it said they belonged And by whom was You Informed Knew of Had You not any Thing to do with the said Goods Wares or Merchandizes If Yea What had You to do with them or in what Capacity did You act about them What became of the said Goods Wares or Merchandizes Who Received them And on whose Account? By whom are to whom were they Sold And for how much? What was the full true and real Value of them at the time of the Delivery of them at Madras or what were they Really and Justly Worth as You know have been Informed or believe The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reasons of each Your belief fully and Particularly Declare

To Matthew Buckley and Edward Ashe

5th Did you or did you not at any time in or about the Months of March or April or at any other time in the Year of our Lord One Hundred Seven Hundred and Sixty Six Purchase from the Defendants in this Cause or either of them any Bottle Nut Galls what Quantity of Bottle Nut did You so Purchase and from whom and at what Price & Sum was the same Amount to in the whole? were or was not the said Bottle nut Sold to You as the property of both or either of the Defendants or was the property of any other Person and who by Name Do You do You not know or was You or was You not Informed And when and by whom whose Property the said Bottle nut was before You Purchased it? Do You or Do You not know or have Cause or have You not Reason to believe? And when and by whom or what Ship or Vessel the same Came to Madras and from what place and on whose and what Act & Deed Set forth the same fully and Particularly? Did You or did You not pay the Defendants or either of them for the same & Yea how much? Did You so pay them or either and which of them and for what? The whole of this Matter according to the best of Your Knowledge Remembrance Information and belief together with the Reasons of each Your belief fully and Particularly Declare

To William Cranbrook and Edward Whitby

6th Did you or did You not any time in or about the Months of March April or at any other time in the Year of our Lord One Thousand Seven Hundred and Sixty Six Purchase from the Defendants in this Cause or either of them any Bottle Nut Galls How much Did You so Purchase and from whom and at what Price and Sum was the same Amount to in the whole? Were or was not the said Bottle nut Sold to You as the property of both or either of the Defendants

Sol.

Debt from Mahomed Mafee Cawn If Yea, what in Particular Did the said Defendant or Offer to Mortgage And when where and in what Occasion Did he so make the said Offer And what Did the said Boya Bedeary Say thereto? Whose Property were the things which the said Defendant is Offered to Mortgage? Did or Did not the said Defendant make the said Offer more than Once If Yea How many times Did he so make the same And when and where? Did or Did not the said Defendant at the time, or at any of the times that He made the said Offer Say any thing of any Ballance from Gumbaytoon or Bgee Being Expended or any thing else If Yea, what Did the said Defendant so Say about the said Ballance? Were You or were You not Present When the said Defendant made the said Offer &c? The whole of those Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reason of such Your belief fully and Particularly Declare

To Mahomed Mafee Cawn and Ramchurn Mullick

8. Did or did not Mr Soden at any time in or about the Year of our Lord One thousand Seven hundred and Sixty Seven for the Defendant Baba Shabash or Ash Hurrany bring about a Demand which Boya Bedeary the Same form in the Cause had on Mahomed Mafee Cawn, If Yea, when did Mr Soden and for the said Defendant and what Pankins or Pankins did he Ask Him or what Did he say to him about the said Demand, And what Answer Did the said Defendant give him, Or what Did he Say about the same? Did he or did he not Say any thing about the said Mafee Cawn? If Yea what Did he so Say about the same? The whole of those Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reason of such Your belief fully and Particularly Declare

To Mahomed Mafee Cawn Ramchurchullum and Allum Cawn Ramchurchullum

9. Did or did not the Defendants or either of them at any time in or about the Year of our Lord One thousand Seven hundred and Sixty Six Sell or Dispose of the Shares or Right Called Mr Ewart Elliats which belonged to Mahomed Mafee Cawn If Yea, When and to whom and for How much Did the said Defendants or either of them Sell or Dispose of the same? Were You or were You not Present at the time of the Sale of the said Shares Or were You or were You not Privy to any Agreement

To the second Interrogatory this Deponent saith That in the Year 1760 came Goods and Merchandize on Account of Mahamd Mahafoor Cawn did arrive here from Junckeylaan, That he came Consisted of Raw Beetle Nuts Tin Wax and Rice, but he does not know the Quantity of each Particular Assortment so brought That the Name of the Vessel in which the said Goods were Transported Hither was the Sayed Elahee, the property of the said Mahamd Mahafoor Cawn and the said Goods were on his Account, and Delivered here on the arrival to Johan Debonaire and Balla Krishna That one Cully Mahamd the Master or Captain of the said Vessel this Deponent saith had the Command and Charge of her, as also of the aforementioned Goods and Merchandize That the said Vessel the Sayed Elahee sailed from Junckeylaan to Dudah some time in the Year 1765, and was 15 Days on her Passage thither This Deponent saith she received nothing on board at Junckeylaan but Tin with which she came to Dudah where she Disposed of and Entered some Goods which she brought from this Place and took on board the other Vehicle of Wax Betle Nut and Rice That this Deponent had not the management of the said Goods and cannot therefore Declare in what Manner or Particulars the Captain Cully Mahamd Transacted with them — That the said Vessel after Remaining Eight Months at Dudah set sail for this Port of Madras and arrived here in 17 Days, about 2 Years since That the Goods aforementioned were Landed and Delivered to the said Johan Debonaire and Balla Krishna on account of the aforesaid Mahamd Mahafoor Cawn but what became of them afterwards this Deponent knoweth not; as to their Value, he judges they might be worth at the Market of Madras about fifteen or Sixteen hundred Pagodas but he cannot presume to Declare the real Prices of them having never seen any of the Invoices and Accounts — That this Deponent was sent on the said Vessel Sayed Elahee by John Debonaire and Balla Krishna with a Cargo of Coast Goods to the Amount of above two Pagodas to Junckeylaan, where by their Orders

Ball Kistna 8 Years or thereabouts

To the third Interrogatory this Deponent Saith the Vessel Enquired of was
Arrived here in the Month of March 1768 That she brought some
Goods and Merchandize Consisting of Rice Butter Nut Tea, Wine &
some other Articles which this Deponent does not now particularly
Remember nor the Quantity of each Apartment That the said Vessel
as well as her said Cargo belonged to Mahajee Cawn, she being sent on
her Voyage by the Attornies John Debonnaire and Ball Kistna who to
this Deponents Knowledge took up 1500 and odd Pagodas Respondentia
for the said Mahajee Cawn on Account of the said Vessel That the
Deponent Sunda Vally Mahamd the Master of her in quality of
Consignee took an Account of the Goods with the assistance of Mr
Debonnaire and Ball Kistna when they were landed That the
said Goods were Delivered to the said Mr Debonnaire and Ball
Kistna as Attornies of Mahajee Cawn and on his Account That the
said Attornies Sold part of them to one Nathe Chitty Comrapah
and the rest to Sundry other Persons this Deponent does not Remem-
ber That the true and real value of the said Goods at the time they were
Delivered at Madras According to the Market Price there, was about
5700 and odd Pagodas which Amount the Attornies of Mahajee Cawn
gave him Credit for in their Accounts further the Deponent Saith
Not to this now to the Last Interrogatory

Henry Crawford

Examined

Mayors Court at Madraspatnam

Between Lemuel Pallmer Executor and Executrix of John Pallmer Deceased by Transferrence of Royal Bidding, Complainant & John Debonnaire and Ball Kistna Attornies of Mahamd Mahajee Cawn Defendant

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

Nathe Chitty Comrapah of Madras Merchant Aged 36 Years
or thereabouts being first duly Sworn on the Holy Evangelists

(187)

Complainant against the 8 day of May 1769 Came the Afsd
Mr Charles Bromley Attorney for the Defendants & by Consent
who left a Note of the name Dilbrand Plan of abode of the said
Defendant and afterwards on the same Day being Sworn and
Examined Deposeth as followeth &

1st To the First Interrogatory this Deponent saith she has the Honour
the Complainant and Defendants 10 Years or thereabouts, and hath
no Knowledge of this Complainant &

5th To the fifth Interrogatory this Deponent saith that some time
in the Year 1766 she does not Remember the Month Some Months
after said Defendant jointly bought of Dilbrand Patterson one of the Defendants
in this Cause 7 1/2 Cargo of Sawyes at the rate of 21 Pounds the
Cargo amounting in the whole to Pay 223 1/2 That the said Charges
this Deponent saith were paid to them by the said Dilbrand Patterson
his own property and that he informed them at the time of the
Purchase that he had none to me before and the said Goods to another
Person he named for whom this Deponent further saith they were bought and
they were Returned to them and that the 223 and Pay as aforesaid
or Effects in what or whose particular account they were received
and Returned — That this Deponent paid the said Dilbrand Patterson
for his said Order his preparation of the aforementioned amount
being Pay as aforesaid one month after the Receipt of the Order and
that to this Knowledge the aforesaid Dilbrand Patterson did the same to
this Deponent further Saith not to the matter to the last Interrogatory

Henry Crawford

Examined

Mayors Court at
Madras patam

Before me

Bolman Lewis Patterson of Madras Merchant
Executor of John Patterson Deceased late of
Royal Exchange London Merchant and
Debra Lazarus and Dill Bodkin Attorney of

Mahomed Mahoppee Cause Deposition

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

Barnard Chatterjee of Calcutta aforesaid Esqr aged 67 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant on the 23d day of March 1769 at the Office of Messrs Ducarroy Morony for the Defendants by Commission duly executed the Name Title and Place of abode of the said Deponent and Commissioners the same day being sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he hath known the Complainant 16 Years and the Defendants Seth Debarnaire 20 Years and one Bullo Ruben 5 Years or thereabouts

To the Eight Interrogatory this Deponent saith about 2 or 3 Years since a Bill of Exchange of the Defendants in this Cause was produced to Ponniah Pudiang that the said 900 Sicca Rupees in part of Mahoppee Cause Bill to him first the said Royah Pudiang against the same Day and Year the said Bill was made the whole amount of the said Bill that this Deponent and Seth Debarnaire Bullo Ruben went up to Royah Pudiang to Purchase the said Bill of the Defendants by allowing a Discount but that the said Royah Pudiang against the Demand that Seth Debarnaire Bullo Ruben should and then such an Offer for a Discount of the Cost and the Deponent further saith he knows nothing to the last Interrogatory

Barnard Chatterjee

Examined

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

Dackanund Chatterjee of Calcutta Solicitor to the Complainant being produced as a Witness in this Cause on the part of the Complainant Sworn and Examined at the Office of Messrs Ducarroy and Morony for the Defendants by Commission duly executed the Name Title and Place of abode of the said Deponent and the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he hath known the Complainant 20 Years and the Defendants Seth Debarnaire 20 Years and Bullo Ruben 5 Years or thereabouts

To the Eighth Interrogatory this Deponent saith he knows Seth Debarnaire one of the Defendants in this Cause from this Deponents Father Debarnaire one of the Defendants in this Cause from this Deponents Father Royah Pudiang to Demand a Debt due to him from Mahoppee Cause to whom the said Seth Debarnaire was Attorney that the said Seth Debarnaire by Virtue of such Power from the Defendant did demand of the said Royah Pudiang the Sum of Sicca Rupees 900 in part of the said Bill of Exchange and that the said Royah Pudiang refused to pay the same but that the said Seth Debarnaire and this Deponent did then and there offer to the said Royah Pudiang to Purchase the said Bill of Exchange at a Discount and that the said Royah Pudiang would not agree to any Discount but insisted upon the whole Amount of the said Bill that this Deponent and the said Seth Debarnaire then went away and left the said Royah Pudiang and that the said Seth Debarnaire and this Deponent went to the said Royah Pudiang and Demanded the said Debt when the said Seth Debarnaire told the said Royah Pudiang he would Purchase the whole amount of the said Bill at a Discount of 20 Cent but he the said Royah Pudiang would not allow any Abatement and that the said Royah Pudiang would not Consent that the Day following any other Broker should Purchase the said Bill at the aforesaid Discount of 20 Cent and that the said Royah Pudiang would not Consent to any Discount under 20 Cent

To the Eighth Interrogatory this Deponent saith he knows Seth Debarnaire one of the Defendants in this Cause from this Deponents Father Debarnaire one of the Defendants in this Cause from this Deponents Father Royah Pudiang to Demand a Debt due to him from Mahoppee Cause to whom the said Seth Debarnaire was Attorney that the said Seth Debarnaire by Virtue of such Power from the Defendant did demand of the said Royah Pudiang the Sum of Sicca Rupees 900 in part of the said Bill of Exchange and that the said Royah Pudiang refused to pay the same but that the said Seth Debarnaire and this Deponent did then and there offer to the said Royah Pudiang to Purchase the said Bill of Exchange at a Discount and that the said Royah Pudiang would not agree to any Discount but insisted upon the whole Amount of the said Bill that this Deponent and the said Seth Debarnaire then went away and left the said Royah Pudiang and that the said Seth Debarnaire and this Deponent went to the said Royah Pudiang and Demanded the said Debt when the said Seth Debarnaire told the said Royah Pudiang he would Purchase the whole amount of the said Bill at a Discount of 20 Cent but he the said Royah Pudiang would not allow any Abatement and that the said Royah Pudiang would not Consent that the Day following any other Broker should Purchase the said Bill at the aforesaid Discount of 20 Cent and that the said Royah Pudiang would not Consent to any Discount under 20 Cent

To the Eight Interrogatory this Deponent saith he knows Mahoppee Cause

Examined

[illegible] this Cause, came to the Bar of Royal Exchange & [illegible] than that Mr Debenham was willing to pay you Expences the Bill without any abatement & he would allow of it on the [illegible] but Royal Exchange would answer that as the Defendt which he sent the Money was only about the Expences of the Suit & Interest of the Debt, and could not think of allowing the [illegible] abatement either in the whole or any part thereof — That answer [illegible] after the Defendants Entering themselves made proffer of the Payment of the said Debt, offered several times to Royal Exchange [illegible] belonging to the said Mathafore Cawse, since the Exigent Clause in Discharge of the said Debt to Royal Exchange but he would not take them — they then told him he would take Bank Notes he would [illegible] Debt further this Payment saith not

(Crawford)

Examined

Sworn at Batavia

Delmen Lewis Pellham &c. and Ramsbotham John Pellham Partners by Firm of Royal Exchange Assurance and John Debenham Bell Bristow Attorney of Mahamdi Mathafore Cawse Defendant

Deposition of Witness taken in this Cause by & before the Examiner of the Court at Batavia

Batavia 1st. Mahamdi Aboud aged 28 Years a Merchant being produced & sworn on the Part & behalf of the Complainants was on the 2d. March 1797 by James Hope Clarke Barnby Attorney for the Defendants by Firm who being duly [illegible]

said Payment and afterwards on the same Day being Sworn Cor. Examind Deposeth as Followeth

To the First Interrogatory this Deponent saith he saith he knows the Complainants to be Sworn and the Defendants Johan Debenham & Co Years and the Defendants Johan Debenham 3 Years and Bell Bristow 8 Years or thereabouts

To the Sixth Interrogatory this Deponent saith about a Year and half since Royal Exchange sent them to Bell Bristow Esqr. the Complainants Agents Mathafore Cawse — That the Debt due to the said Complainants from Mathafore Cawse — That the said Bell Bristow replied that he had no money and referred him to said Bell Bristow the Attorney to the Defd. Mathafore Cawse Mr Johan Debenham & that the Complainants Agents Royal Exchange sent the Payment several times afterwards & to make the said Demands on Bell Bristow who at last said he would consult Mr Debenham & see whether they could mortgage to the said Royal Exchange and Effects of the said Mathafore Cawse — That Royal Exchange then sent to know if any Bills of Sale of the Houses and Godowns and whether they would consent to Disposing of them to pay the said Debt and Interest & they would consent to Discharge six Months to which the Defendants Bell Bristow not Discharge six Months to which the Defendants Bell Bristow not Discharge their Consent, but they should write to Mathafore Cawse concerning the same — That in the answer from Royal Exchange concerning the same — That in the answer from Royal Exchange Exchange concerning the same — That in the answer from Royal Exchange Exchange concerning the same — That in the answer from Royal Exchange

...ed that this Deponent Does not Recollect that Defendants ...taining any Ballance from Cyprus or Jamaica Crop having ...ended further the Deponeth not to this now to the Last ... Interrogatory —

...ransfort

Examined

...ort at

...mon

Between Laurence Patterson Devisee and Executor of Peter Patterson Deceased by Transfer of Rayah Redwing Complainant and John Debonnaire and Bell Risbee Attorneys of Mahomed Mahafore Cassim Defendants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court at Jellicoth

The Deponent Thomas Browning Aged 63 Years a Merchant Duly Sworn to Depose in this Cause on the part of the Complainant on the 23 day of March 1803 at the Office of ... Clerk Deputy Attorney for the Defendant by Commission Dated the ... day of ... 1803 and Duplicate of the ... Dated ... and Returned on the ... day being Summoned Sworn and Examined upon Jellicoth

To the First Interrogatory this Deponent saith that James Transfore & Henry and the Defendants Peter Debonnaire Peter and Bell Risbee & Peter Merchants

To the Second Interrogatory this Deponent Saith, about the Year ... the Defendant Bell Risbee did send this Deponent to Rayah Redwing the Complainant with a Letter Copy of Sundry Furniture and Stock belonging to Mahafore Cassim Deceased to Deponent Several Transfores Mortgages to Secure the Sundry Debts Contained in the said Letter as well as for Safe Keeping to the said Mahafore Cassim an Estate at Plaisance near the Sea to the Northward & also a Small ...

Between Laurence Patterson Devisee and Executor of Peter Patterson Deceased by Transfer of Rayah Redwing Complainant and John Debonnaire and Bell Risbee Attorneys of Mahomed Mahafore Cassim Defendants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court at Jellicoth

Thomas Gibson

Called Barrow's Account of his Debt to the said Transferee Rayah Redwing That this Deponent Did accordingly and did inform the said Raya Redwing with the Offer of Mortgage as above explained if the Defendants would enter into and Agreement with him to allow him to Register of the Mortgage in Case of their Non payment of Mahafore Cassim Debt therein Also and further he would agree to accept of the said Mortgage for and in Lieu of the Said Debt Risbee and unto to him as the Mortgagee the Having of Bell Risbee and unto to him as the Mortgagee the Having this Affair the Substance of which this Deponent Knowing Defendant was that Bell Risbee told the Defendant and Others that he would not take upon him into any Agreement about this Demand and take upon him into any Agreement about this Demand of Mahafore Cassim Effects towards the Discharge of his Debt without an Express Order for him — This Deponent does not Remember that Bell Risbee made any more offers of Mortgage than one to Rayah Redwing That regarding the Ballance from Pyne & Cumberpatch, and from one Omar Cattak, this Deponent with the Defendants by direction from Mahafore Cassim to Discharge this Debt to Rayah Redwing when they Received their Ballance Cattak abroad, and that from Cumberpatch and that Omar Cattak abroad, and that from Cumberpatch being Responsible was Desirous to the Creditor that they Pay Being Responsible was Desirous to the Creditor that they Pay to Rayah Redwing and not Bell Risbee the said Debt Pay to Rayah Redwing and not Bell Risbee the said Debt accept of — more this Deponent saith not to this now to the accept of — more this Deponent saith not to this now to the Last Interrogatory —

Henry Crawford

Examined

Between Laurence Patterson Devisee and Executor of Peter Patterson Deceased by Transfer of Rayah Redwing Complainant and John Debonnaire and Bell Risbee Attorneys of Mahomed Mahafore Cassim Defendants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court at Jellicoth

Thomas Gibson

Vencatachellum of Madras Merchant Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant sworn the 2d Day of May 1769 before me at the Office of Charles Brumley Attorney for the Defendants by Commapah who left Notice of the same Title and place of abode of the said Deponent and afterwards on the same day being sworn Deposeth as followeth

To the first Interrogatory this Deponent saith he hath known the Complainant 8 Years and the Defendants 6 Years or thereabouts and is a Native Gentoo of the Complainants

To the 2d Interrogatory this Deponent saith Mahafoor the Year mentioned Mr Latter ordered Bulla Reibeah in Company of the Complainant impowering him to quarter to the said Bulla Reibeah on the Subject of a Demand which the said Complainant had on Mahomed Mahafoor Cawne that the Deponent was present at the entrance into between the Defendt Bulla Reibeah and the said Mr Latter but did not attend much to the Conversation which then passed the purport of which the Deponent saith was that Mr Latter having enquired of the other the nature of the said Debt, which he said he did not Discharge the same that the said Bulla Reibeah replied that part of the same had already been offered to the said Complainant who refused to accept of it that there was objections of Mahafoor Cawne which they the Attorneys proposed to settle as soon as Mr Latter returned to Madras, and that then they should be enabled to Discharge the said Debt in full and accordingly they proposed to Do further this Deponent saith not to this nor to the last Interrogatory

Penny Crawford

Examinor

Mayor's Court

Madrasspatnam

vs

Batman Lawrence Patterson and Administratrix of John Patterson Deceased by Transfer of Royal Building Commissioners and John Dubonnaye and Bell Reibeah Attorneys of Mahamed Mahafoor Cawne Defendants

Depositions of Witness taken on this Cause by & before the Examinor in this Court as followeth

Vencatachellum of Madras Pedlar aged 48 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant sworn the 28th Day of March 1769 at the Office of Mr Charles Brumley Attorney for the Defendants by Commapah who left Notice of the same 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 hath known the Complainant 10 Years and the Defendants 8 Years or thereabouts

To the Eleventh Interrogatory this Deponent saith a Year or two since he does not Remember the Exact time he heard that the said Defendants in this Cause did sell and Dispose of a Pearl belonging to Mahomed Mahafoor Cawne called the Empress Elizabeth for about the Sum of 16 or 1800 Pagodas to an European, but whom, this Deponent does not know that he the said Deponent was not present at the Sale of the said Pearl, but only heard of it afterwards from Divers Persons further this Deponent saith not to this nor to the last Interrogatory

Penny Crawford

Examinor

Know All Men by these Presents that We the Subscribers are bound unto Mahomed Mahomed Mahomed Cauvo in the Sum of Eighteen Hundred Pagodas to be paid to the said Mahomed Mahomed Mahomed Cauvo or his Certain Attorney Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this 5th day of July 1765

The Condition of the above Obligation is such that if the above bounden John Delmonico his Heirs Executors Administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Mahomed Mahomed Mahomed Cauvo his Executors Administrators or Assigns the full and just Sum of Nine Hundred Pagodas on or before the 5th day of January next ensuing the date hereof without any 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 us

John Delmonico

Mahomed Mahomed Mahomed Cauvo

Mahomed Ali Mahomed

Mahomed Mahomed Mahomed Cauvo

Mahomed Mahomed Mahomed Cauvo

Mahomed Mahomed Mahomed Cauvo

Mayors Court
Madrasspatnam

Bowen Lawrence Patterson
and the Executrix of John Patterson
deceased by Transfer of Royal Bombay
Commissioners and John Debonnaire and Bella
Hatton Defendants

Deposition of Witnesses taken on the Part and
before the Examiner in the Court at Fallowfield
Edward Mahomed Subjects and Inhabitant of St Thomas Mount
of Years of Mundeke being produced and Witness on the
Part of the Defendants on the 29th May 1769 and the
Office of Mr John Lyke Attorney for the Complainant by
Consent and Order of the said Court and Examined
of the said Defendants and Interrogated as follows
Sworn and Examined Speaks as follows
To the First Interrogatory the Deponent saith he hath
Mr Ford Interrogatory the Deponent saith he hath
known the Plaintiff Years John Debonnaire 40 Years and
Bella Hatton 25 Years as Aforesaid
To the Second Interrogatory the Deponent Saith that in
the Year 1768 he went on the Service of Mahomed Mahafoos
Esqr from Bengal to Mergui on board a Ship called the Canal Stake
which carried a Cargo belonging to the said Mahafoos Esqr
and others of the River Coast at Mergui but a part of the Cargo

Cargo, which Place he was obliged to leave Precipitately for Account
of War which the Pyrates had with that Country, and proceed
to Sumcheyloan, where he again Repaid of some more of the
Cargo, and Landing the rest, he returned him to Madras with the
Cargo of Rice and Tare amounting to about 2000 Pag: under
the Conduct of one Venatachellum, and Consigned for M. Mahyfor
Cannon who was then at Madras That the Deponent having
remained at Sumcheyloan where he dispos'd of the remaining
Cargo of the Ennat Ellahee on Board one the Ladd, but just before
the time the Money became due the Pyrates entered the River
into that Country, and made Sumcheyloan from whence he was
obliged to fly to Porto Nove on the said Coast, which returned to
him from Madras about that time, but without receiving any thing
for the Goods he there Repaid amounting on Account of Both
Owners and Freighters to about 2200 Pagodas This Deponent
saith that to the best of his remembrance, the said Louse Ennat Ellahee
came back to Sumcheyloan about the beginning of the Year 1767
Consigned to him from Bella Bandar Mahyfor Cannon Merry
with about 1/2 Cargo of about 300 Pagodas which he delivered
her Charges She the Deponent procured on the said Louse to
Porto Nove with a Cargo of Roughton Goods amounting to about
2000 Pagodas which he having sold there took in return a Cargo
of Rice and Tare and brought Cargo without Consulting of Row
Bella Bella Mahomed Louse on the own Account, and came to
Madras, but that no part of the Outstanding Debts due on the
first Voyage amounting to 2200 Pagodas were on the said
Cargo That he delivered on his Account of the Voyage on his
Account towards the Allowance of Mahyfor Cannon but what
he Cannot at this time recollect sufficiently to mention to
further this Deponent saith not to the one to the Last
Interrogatory

Sworn &c

Henry Crawfurd

Examined

Mahomed Meerdrake
Venatachellum

Additional Interrogatories

To be Administered to such Witness as shall be
produced Sworn and Examined on a Certain Cause
Depending and at Issue in the Worlds the
Mayor's Court at Madras between the
Comp: Patterson Widow and Administratrix
of John Patterson Deceased Complainant
and John Debonnaire and Bellabrahma
Def: Defendants

1st Do You know or Do You not know the parties
Complainant and Defendants in the Bills of their Interrogatories
Specified and Pagoda Broking of Madras Merchant the
Transactions the cause of these Proceedings mentioned, if you
say you know them or either of them declare how long
Before

2d Do You or was You not employed by Mahomed
Mayfor Cannon to Pyre and bring from thence the
Ballance Outstanding then due to the said Mahomed
Mayfor Cannon if Yea what was the Amount of which Outstand
ing Ballance have made You received and how and in what
manner You dispos'd of the same to the best of Your Remembrance
Recollection and belief Particularly Set forth and Declare

3d Do You know or Do You not know any Agreement
with the Nature of the Dispute between the Complainant Transfer
and Defendants in the Bills of these Interrogatories named if Yea
Do You know or Do You not know whether there was
Mahomed Mayfor Cannon was or was not entitled to the Transfer
and how much whether the said Mahomed Mayfor Cannon owing
at what Quarter or on Authority for the same if Yea Set forth

Do You know or Do You not know whether any
and what Monies were made Use of to Satisfy and pay the Debts
due to the Mayfor
Estate of Mayfor the same

Debts

1812

10 6th Do You know or can You Set forth why the said Transferrer and the Complainant were not Paid by the Defendt in whole or in part the whole that You Know touching or Concerning the Premiss is fully and Particularly to the best of Your Remembrance and belief Declare

10 7th Do You Know of any other Matter or thing or have You had or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendants If Yea Declare the same as You Know have been informed or do believe together with the reason of such Your knowledge and belief as fully as if You had been thereunto Particularly Interrogated

Chas Bramley
Attorney for the Defendt

Mayors Court at
Madraspatnam

Between Lawrence Patterson
Executor Executrix Administrator of Peter Patterson
Deceased by Transfer of Royal Bathing Compa-
-ny and Peter Delaware and Balle Pietre
Attorneys of the Executor Madapore Cause Depend

Deposition of Witness taken in the Cause by & before the Examiner in the Court at Fort St George

Kanakashillum of Native Portuguese Age by Profession Merchant being produced as a Witness in the Cause in the part of the Defendants was on the 29th day of May 1769 sworn at the Office of Mr Peter Pybus Attorney for the Complainant by Corporal Wells Interpreter of the Name Style 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 knows the Transferrer the Complainant and the Defendants & Plaintiff in the Cause mentioned to

To the

1812

20

any Question Contained in this Interrogatory

To the third Interrogatory this Deponent Saith that about 4 Years since Mahomed Mahfuz Cawn left this Place he gave Bond to Royals Bathing the Transferrer in this Cause for 18 or 20 Pagodas the same he did not to him particularly specifying therein what where the several Outstanding Ballances which were due to the said Mahafuz Cawn from Pegue and Tranquebar and from a Person named Cuar Calah about 6 to Recvd by his Attorney how they were to Appropriate the same towards the Discharge of the aforesaid Obligation The Deponent further saith that some of the above Ballances for Pegue Goods were paid but some Pegue of about 800 Pagodas were not remitted as yet which was tendered by the Defendants to the Transferrer in part payment of the said Bond agreable to the Time of Payment but the said Transferrer rejected the offer unless they the said Defendants would enter into a fresh Bond for the remainder Defendants refused to do, on this Account the Defendants with they refused to Pay the same Commander that agreeable were Ordered them and the same Commander by Transferring the same to the Attorney of Mahafuz Cawn in his Bond by Transferring the same to John Patterson And the Deponent further saith not

3 Encl

Henry Crawford

Examined

Mayors Court at
Madraspatnam

Tuesday the 28th day of November
Anno Domini 1769

Present

Edward Stracey Esquire Mayor
Reynold Adams — Aldermen
and Charles Smith —

Between Lawrence Patterson
Executor

Court of Appeals at Madraspatnam

Wednesday the 2d October 1771

Between Lawrence Patterson Administrator to the Estate and Effects of Peter Patterson Deceased Appellant and Peter Debonaire and Balla Krishnah of Fort Saint George Merchants Respondents

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Parties and the Proceedings of the Mayors Court together with the Decree of the said Court of the Mayors Court in this Cause Tuesday the 28th Day of November Anno Domini 1769 and upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments Used by the Attorneys on both sides This Court doth Order and Adjudge that the Decree aforesaid be and is hereby Affirmed and that the Decree of the Honorable the Mayors Court aforesaid be and the same is hereby Confirmed and that the Appellant pay unto the Respondents the Costs in this Cause Incurred and Costs to be taxed by the Register of this Court

By Order

H. Woodlad Clerk

Rec'd 28 March 1769
Rec'd 29 Do

To the Honorable the Mayors Court at Madraspatnam

The Humble Complaining Sheweth unto this Honorable Court That Peter Debonaire and Balla Krishnah Inhabitants of

Widow and Administratrix of Peter Patterson Deceased Complainant and John Debonaire of Fort St George and Balla Krishnah of Madras Merchants as Attorneys to Rebeb Mahomed Mostafa Cawn late of Madras Defendants

This Cause coming on to be heard and debated this Day in the Presence of the Attorneys on both sides Our Reading the Complainants Bill with a Copy of an Obligation an Account Current and Transfer thereof thereto annexed the Defendants Joint and Separate Answer with an Account Current annexed the Replication with Translate of two Letters annexed the Rejoinder the Interrogatories and Depositions on the part of the Complainant Four Exhibits on the part of the Complainant the Interrogatories and Depositions on the part of the Defendants Our having the Pleadings and Proofs read in the Presence of the Attorneys on our Consideration had thereon W. Appearing to this Court Leave the Contents read and that the Defendants have Received no more than the Sum of Four Hundred and Twenty four Pagodas and Eleven Fanams out of the Rupees due to Mustapha Cawn at Pegue and Cuntaylay and which they were ready to pay before the Commencement of this Suit This Court doth therefore Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the Sum of Three Hundred and Twenty four Pagodas and Eleven Fanams Pagodas 324 11 together with such Interest as we shall think fit to Allow from the time Payment is made and that the Complainant shall pay all Costs of this Suit

By Court

Misfeasances of Moderne Pitt Lewis Pitts Merchants of
Madeira Merchant Debts Exhibited unto Your Orator in the full
& just Sum of Six thousand Nine hundred and fifty two Pounds
Sterling seven pence one sixty One Cents Current Money of Madeira
Making in Sterling Money of Great Britain Amounting every
Pound Eight Shillings the Sum of Five thousand Seven hundred
and Eighty One Pounds three Shillings the Sum of Five thousand
Seven hundred and Eighty One Pounds three Shillings and three
Pence in Amendments Averall Carefully and Allege Appear by an
Account Current hereunto Annexed for the Supporting of the Said
Debt And which Your Orator prays may be Admitted as part of this
Your Orators Bill of Complaint Nor that Defendants Pass
Answer Oath &c But to shew as Supposed in that of the said
Executors Misfeasances Abuses and Evasions the said Lewis
Pitts Pendarvis the Several Sums Pounds Sums of Money
Charged in the said Account Current as the Mortgage Securities
Hereinafter mentioned Which Money belongs to the Estate &
Effects of the said Misfeasance And Your Orator hath with the Power
of the said Testators Order & to the Superiority of the Defendants
And thereby become Entitled to the several Mortgages of the
Money belonging to them According to the Exhibited Custom
among them And Your Orator further Shewth unto the Honorable
Court that he hath frequently and Since Applied Himself to
Request from the said Lewis Pitts Pendarvis of the said
Sum of Six thousand Nine hundred and fifty two Pounds Sterling
seven pence and Sixty One Cents

But now so it is Inasmuch
as the Honorable Court the said Lewis Pitts Pendarvis
Pretending to Wilfully Refuse to pay the same to your
Your Orator may Answer of Pretended pending the Suit
Court doth appear Grounds to Equity and Conscience
the Premises that the said Lewis Pitts Pendarvis
may upon his Corporal Oath full true and perfect
Answer make to the Premises

Answer before Subscribed and Alleged as fully truly and Effectually to
all Intents and Purposes as if the same were here again Repeated &
Particularly Interrogated and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of Six thousand Nine hundred
and fifty two Pounds Sterling seven pence and Sixty One Cents
with Costs without Answer or Demur or that Injunction Issue
Costs of this Suit

Magistrates of the Honorable Court Issue
Process to be Summoned and
the said Lewis Pitts Pendarvis to be Summoned and
Required by the Sheriff of Fort St Iago Town of Madeira
Personally to be and appear before this
Honorable Court at a certain time and place to be by the Honorable
Court Prefixed and Appointed there and then to stand and abide by
such Order and Decree therein as to the Honorable Court
Shall Seem Meet

John Sykes
Attorney for the Complainant

28. March 1769

This Bill was sworn to in Court
the Day of Adjournment Writ Summons
Your Returnable next Court Day

Edward Bancroft
Mayor

Dr. — Lunceo Pedita Vincentaramark in Account

1762	£			
March	26	To Cash Lent upon Your Mortgage Obligation of this Date	1000	— —
		To Interest on Do from the 26. March 1762 to the 26th March 1768 is 6 Years @ 8 p Cent p Annum	480	— —
	29	To Cash Lent upon Your Mortgage Obligation of this Date	1000	— —
		To Interest on Do from the 29. March 1762 to the 29th March 1768 is 6 Years @ 8 p Cent p Annum	480	— —
1763				
April	20	To Cash Lent upon Your Mortgage Obligation of this Date	1000	— —
		To Interest on Do from the 20. April 1762 to the 20th April 1768 is 6 Years @ 8 p Cent p Annum	480	— —
		Pagonda's	3840	— —
1769				
March	11	To Balance brought of the above Account	6480	— —
		To Interest on the following Sums from this Day to Date		
		Dollo Sicca Pay @ 8 p Cent p Annum		
		On 1000 from the 26. March 1762 is 11 Years 22 29 65		
		On 1000 from the 29. March Do is 11 Years 22 29 65		
		On 480 from the 20 April Do is 11 Years 20 days 6 6		
			472	29
		Pagonda's	6952	29

Errors excepted
per St. Victor Esqr. Mgr. Agent

Cr. — Lunceo Pedita Vincentaramark in Account Current With Victor Lunzer to Vere Lunceo Deceased — Cr.

1763	£				
March	26	By Cash Received for One Years Interest on Pags 1000 Dollo 26 March 1762	80	— —	
		By Ditto Interest on Do Dollo 26 March 1763	80	— —	
1764					
March	26	By Do Do Do	80	— —	
		By Do for 2 Years Do Do	240	— —	480 — —
1767					
March	26	By Do for 5 Years Pags 1000 p Annum Dollo 26 March 1762	80	— —	
1763					
April	29	By Do Do Dollo 29 March 1762	80	— —	
1764					
March	29	By Do Do Do	80	— —	
		By Do for 3 Years Do	240	— —	400 — —
1767					
March	29	By Do for 5 Years Pags 1000 p Annum	320	— —	
1766					
April	20	By Do Dollo 20 April 1768	320	— —	
1765					
April	20	By Do Do Do	320	— —	
1766					
April	20	By Do Do Do	320	— —	1280 — —
1769					
March	20	By Balance Due from Vincentaramark			
		By Balance Due from Vincentaramark Dollo 26 March 1762	1080	— —	
		Do Do 29 Do Do	1080	— —	
		Do Do 20 April Do	1320	— —	6688 — —
		Do			
		Pagonda's	8568	— —	
					6952 29 61
1769					
March	11	By Balance Due			
		Pagonda's	6952	29 61	

Rec'd Filed
May 1764

The Answer of James Dee
Merchant one of the Defendants to the
Bill of Complaint of Corbin

This Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Untruths Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is advised Material or Necessary for him to make Answer unto he this Defendant Answereth and Saith that he absolutely Denies to have Combined with the Defendant Corbin in the Complainants Bill of Complaint mentioned in the Sum of Six Thousand Nine Hundred and fifty two Pounds Sixty seven Shillings and Sixty One Cashes as in the said Bill of Complaint and the Account thereto annexed is most unjustly Suggested and Alledged and this Defendant doth Deny all Combination whatsoever with the said Corbin touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Dealings or Transactions with the said Corbin Relating to the Premises in the Complainants said Bill of Complaint mentioned or to any other Matter or Thing whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Ship or Vessel with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Cargo or Cargoes with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Profit or Profits with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Loss or Losses with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Commission or Commissions with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Bill or Bills Bond or Bonds Note or Notes Debt or Debts Account or Accounts with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Effects Money Goods or Merchandizes with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Trade or Traffick with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Copartnership with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Adventure or Adventures with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Gain or Gains with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Benefit or Benefits with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Agreement or Agreements with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Contract or Contracts with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Transaction or Transactions with the said Corbin or any other Person or Persons whatsoever touching the Premises in the Complainants said Bill of Complaint mentioned and this Defendant doth Deny that he this Defendant ever had any Share or Interest in any Matter or Thing

Rydgeate and Saith Demand Reply Issue of the same
But are Ready to Abide by this Matter for the Honour Right to this
Honorable Court and to Examine this Honorable Court of the Justice
of the Rydgeate his Demand and of the Illegitimate of the Defendants
Assertions with Right thereto the Rydgeate Saith that the Money
Due from the Defendant Mrs for which this Rydgeate Commenced
this Action belongs to the Poor or Stock of the Roman Catholick
Church at Malton And the said Poor or Stock of Money is and has
always since that Day of Right there been Reputed to and there
Called & now Do Exist and Ever Since have Managed by the
Rector or Head of the said Right that Succeeds in the Charge of that Church
as the Rightful Clergy and that not being Allowed to Defendant any
thing or Particular as not Power to Dispose of any thing by Will
nor Deed nor they or their Right any thing as their own Separate
Right but as Trustee for the which Body of them there has Morefore
Never Ever nor Could there be any Disposition made of the money
belonging to the said Stock or Church by the Rector or Head of the
Church or Right who had the Care or Management thereof Contrary
Ever could Ever Execute Nor Ever did ever Ever Contrary Nor ever
it was it is the Rydgeate Constantly at all times ready or prepared that
any Person should Administer to the Estate of such Person or Estates
With the Care and Management of the said Money as Usual thereof
for the Time before mentioned Nor was any Power in the Head Body
Office the Private Property or Estate of such Person or Estates in
Custody was Allowed to Defendant or that any Number this was Ever Called
upon as Necessary or ever Mentioned by any Person whatsoever with
Reason being that Ever it Stood Not about the said Many Belonging
said Church or Body of Right Ever Ever Ever Many Belonging
to Defendant Charitable Trusts in the Hands Custody Care
Ever of and Belonging from time to time Immediately paid to the
Priest & Head of this said Right that Ever Ever to Defendant
Defendant has also paid Ireland or his Defendant Ever Ever
by Several Ever Demands as aforesaid in Like manner Contrary to
said Several Demands to the said Bill of Complaint for the
Reasons being Ever Ever by Ever Ever Ever Ever
by Ever Ever Ever Ever Ever Ever Ever Ever
Ever Ever Ever Ever

him to Abide Ever Demands from the time of the Death of the
Ever Ever Ever Ever in the Year of our Lord Ever Hundred
Ever Ever Ever Ever to the Year One Thousand Seven Hundred
Ever Ever according to the said Warrant when the said Ever
Ever Ever and when the Rydgeate Ever Ever Ever
Ever Ever and when the Defendant Did without making any
Ever Ever Ever Ever Ever Ever Ever Ever Ever
Difficulty or Opinion to the Right by which the said Ever Demands
Ever Ever the said Defendant also Promised this Rydgeate for
Ever Ever Ever Ever Ever Ever Ever Ever Ever
the yearly sum of Ever Ever Ever Ever Ever Ever Ever
Ever Ever Ever Ever Ever Ever Ever Ever Ever
Ever Ever Ever Ever Ever Ever Ever Ever Ever
Ever Ever

Dated Feb.
ry 27th 1769

The Rejoinder of James Peter

Countermand of Notice for Merchant to the Replication of Victor Esquire of the Examination Affidavits of Malone

Mr. Defendant

Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Imperfections and Insufficiencies in the Replication and Replication Contained for Rejoinder thereunto Saith the Said and Singularly Matters and things in the Defendants Answer is Stated as Fully is Sufficient in the Law to be replied unto and that the Replication to the Defendant Answer is in many Respects very Uncertain Imperfect and Insufficient in the Law to Rejoin unto by the Defendant further Saith that the Deft. still insist that the Complainant hath no Right or Remedy to Relief against this Defendant This Defendant further Saith that by Reporting with the Account Cannot answer to the Complainants Bill of Complaint Pleas in Bar Demurrer Interrogatories Interlocutory Decree or Order in the Cause in the said Account Mentioned Matters and things this Defendant is Ready to Aver Maintain and Prove as this Honble Court shall Direct and Humbly Pray as in and by the said Answer he hath already Prayed

D.P. Ruffell
Attorney for the Defendant

Interrogatories

to be Administered unto the Several Persons as Counsel or Witnesses on the part and behalf of the Complainant in a Cause depending and at Issue in the Honble the Lords Commissioners for Hearing Appeals from the Courts of Admiralty Plantations Between Peter Victor Esquire Complainant and James Peter Defendant

29

Touch the Writing &c

1st Do You know the Parties Complainant and Defendt in the Cause or either of them If Yea Declare whether you know or believe any of them Declare

To Religion Age Residence and Relation to the Parties

2d Were You present at Rome the 23d June Did you not see the Defendant or the Cause Executed or Sign Seal and Deliver Respectively the Paper Obligation Instrument or Paper Writing now produced and shewn to You at this the time of Your Examination Declare Did You or did You not Write Your Name as Witness thereto If Yea Declare Where Did You write the same Whether on the Outside or Inside of the Letters A and B If Yea Did You or did You not Write Your Name thereto as Witness to the Execution thereof The Contents of this Matter According to the best of Your Remembrance and Belief together with the Reasons of Your Knowledge Remembrance and Belief Declare Distinctly and Particularly Declare

To the Matter Name Character and Circumstances

3d Were You or were You not present and did You or did You not see the Defendant or the Cause Executed or Sign Seal and Deliver and the Said Obligation Instrument or Paper Writing now Delivered and shewn to You at this the time of Your Examination produced and shewn to You If Yea Declare Where Did You or did You not See the Defendt Write Your Name as Witness to the Execution thereof The Contents of this Matter According to the best of Your Knowledge Remembrance and Belief together with the Reasons of Your Knowledge Remembrance and Belief Declare Distinctly and Particularly Declare

To Notice Writing &c and Circumstances

4th Do You know or believe that the Many in Question in this Cause belongs of Right to the Said Church of Rome If Yea Declare Whether You do not know or believe that the Said Many belongs of Right to the Church of Rome and for what Use or Purpose that Use and is the same applied Whether the Said Many or Part thereof is not now in the Hands of the Said Body of Papists and how long Since Many belonging to the said Church or Body of Papists? How long Since the said Body of Papists remitted or Assigned over or sent the said Many from Rome to Naples? Did or did it not Contravene or obey Orders given by the Rules and Regulations among them for their Conduct and Direction &c Whether or not Their own Right to Such Disposition of the Money in Question in this Cause Would Imply or Prove Payment or Satisfaction of Debts Due from the Estate of the Deceased Admiral Peter Whether also in the Making of the said Will the Deceased Admiral was not Influenced by or Acted by the Advice or Direction of Persons of the Popish Religion Did You or did You not Know or believe any of the Facts above mentioned If Yea Declare Distinctly

Borrowed the Record of Peter Van Swearingen
Esquire to the full and Just sum of Four thousand Pounds
by Morgage of the Damond Emerald Robbins and Sixty Acres
Land of Four thousand Nine Hundred and Sixty Acres
Pounds as the Sum Stalled with same Interest upon this paper
to be paid on the time of One Year at 8 p Cent p Annum
in the Case Should not be paid in the said time of one Year
the said Peter Swearingen have the full Power to sell the
said Morgage in the Publick Outcry & on the Shall be any
Rich the Peter Swearingen or Case to Due of the Money
from Me and not Else to be Demand the Peter from Peter
Swearingen to which I have Signed and Sealed in this Paper
in the Presence of Witness Our Hand & Seal this
County

Twenty Day of April Ano Domini Seven Hundred & Sixty Three

Sum Romana

A List of Wines. Morgan with Pedro Ximenes Viz.ts

			Pay.s
Do 2 Hhds Sup.r Diamant.			120 ....
Do 1 Pipe Do Eminal			50 ....
Do 1 Diamant & Muscatel @ do Pay.s pm			100 ....
Do 3 Do of Each 3/2 Do	@ 15 p m		127 10 ....
Do 2 Do Large 12/2 Do	@ 50 p m		625 ....
Do 16 Do 12/2 Do	@ 10 p m		561 10 ....
Do 19 Do 27 Do	@ 6 p m		222 ....
Do 1 Do 9/2 Do	@ 15 p m		142 10 ....
2 Do 2 Do	@ 17 p m		51.
8 Pipes Do South	@ 5 p Do		320 ....
Do 13 Diamant 16/2 Mo	@ 12 p C M		198 ....
Do 20 Do 20 Do	@ 8 p C M		160 ....
Do 28 Do 28 Do	@ 12 p C M		336 ....
Do 7 Hhds Do			70 ....
Do 20 Diamant 13 Mad	@ 11 p M		143 ....
Do 1 Do 6 Do	@ 17 p m		102 ....
Do 62 Eminds do Rota	@ 3 p R		120 ....
Do 109 Rubin	@ 5 p R		545 ....
Do 11 3/4 Cogn.ds 1 Pipe of Rubin & 1 Cogn			206 10 ....
Do 1 Safari			50 ....
Do 1 Eminal			153 ....

Pay.s Rs 4962 ....

Sum.a Romana

Contesto Eu Sam.l Dor de Rosbo dos Mosos Do Padre Pedro Ximenes Capuchinho q.ste Sam.a de Cima do Mil Pay.s Edeste q.ste Sam.a me Obrigo Pagar em Dous Annos em dous Ganhos a Dito P.e Obrigo Pagar em Agosto mil Pagar no Limite do Dito Anno Dito P.e Dito P.e Ximenes Vendo no Q.ste Lugar & por Sigueza Do Dittos mos Apontamy.s Aqui Dito Pedro Ximenes com o Dito Pedro Ximenes Vieira

Thomas Joyce Parmenter Esquire Rubin Arabe Upon
Jose Antonio Emmanuel Silveira Antonio Silveira de
Jesus Joaquim Antonio Xavier Silveira Antonio de
Silveira Fernandes Alexo Xavier de Silveira Antonio
Xavier Joaquim Antonio Silveira Joaquim Antonio
Xavier & Joaquim Antonio Xavier Silveira Joaquim
Xavier & Joaquim Antonio Xavier Silveira Joaquim
Xavier & Joaquim Antonio Xavier Silveira Joaquim
Xavier & Joaquim Antonio Xavier Silveira Joaquim

Testamarka

Mayors Court at
Madraspatanam

Between Victor Symons of
Masulipatam Merchant Complainant
and James Pedro Vanakarama
Defendant

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

Philip Peter Perry of Madras Merchant Aged
51 Years or thereabouts being produced a Witness in this Cause
on the part of the Complainant on the 22 Day of July 1769
Sworn at the Office of Mr Philip Rose Attorney for the
Defendant by Commission duly Issued & Executed &
the Plaintiffs Interrogatories on the
same Day being Sworn and Examined Deposeth
To the First Interrogatory this Deponent saith He
doth know the Complainant & Knew the Defendant
12 Years & thereabout
To the Second Interrogatory this Deponent saith he
doth not remember to have seen the Defendant since
Deponent

And he doth believe they were brought by one Mr Da
Ballakistnamah to the House of Pedro Per Senarine deceased
Deponent saith the Deponent being there at the time they
Dined &c and the Deponent being there at the time they
were so brought, Signed his Name to them as a Witness at
the Request of the said Pero Senarine This Deponent further
saith he is well acquainted with the Manner in which
the Debt and Securities was Contracted the said Deponent
having procured the Money for the said Bonds of Pedro
Senarine by this the Deponents means who at the request
of the above Mr Da Ballakistnamah applied to the said Pedro
Senarine on behalf of the Defendant further his Deponent
saith to this and to the Last Interrogatory

Philip Peter Perry

Henry Crawford
Examined

Mayors Court at
Madraspatanam

Between Victor Symons of the
Masulipatam Merchant Complainant
and James Pedro Vanakarama Defendant

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court as followeth
Mr Da Ballakistnamah of Madras Merchant Aged
50 Years or thereabouts being produced a Witness in the
Cause on the part of the Complainant on the 26th Day
of July 1769 Sworn at the Office of Mr Victor Rose
Attorney for the Complainant by Commission duly Issued
& Executed in the Presence of Mr Philip Rose Attorney
for the Defendant on the same day being Sworn Examined
& Deposeth as followeth
To the First Interrogatory this Deponent Saith He
doth

saith Answers the Complainant's Wife and the Defendant's Fourth Cousin thereunto

To the Second Interrogatory this Deponent Saith that the the Defendant on this Cause Executed the two Writings produced and shown to him Marked A and B in the Presence, and that he the Deponent Subscribed the same as a Witness to the Defendant Executing of them and further the Deponent saith not to this nor to the last Interrogatory

Henry Conolly

Examined

Mayor's Court at
Madraspatnam

Belmon Clerk of Court

Complainant
Mr Dr Matthew Hindman Defendant

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

Mr Dr Balla Krishnamah of Madras Merchant being about the Years of Age produced as Witness on the Part of the Complainant on the 2 Day of October 1769 Sworn and Examined at the House of Mr Peter Rutter Attorney for the Defendant by Commission to me directed the Left Side of the Head and Place of abode of the said Deponent and aforesaid Day being Sworn and Examined Deposeth as followeth To the First Interrogatory this Deponent Saith that he hath been to the Complainant and Defendant in this Cause and that he hath known the former about Years and the latter

2 Years

To the Second Interrogatory the Deponent Saith that the Hair Marking of the Defendant and that the Hair Marking of the Name of the said Deponent subscribed to the Writing now shown unto him marked

the Initial Hair Marking of the said Defendant as well as that subscribed to the List of Things annexed hereto this Deponent saith he knows the Characters on the Seal in the said Writing that he knows the Purport of the name is Seaveo Dr Pagar Working that the Purport of the name is Seaveo Chetty which is the Name of the Defendant's Father But the Hair Working of the 2 Writings Carnaty Ramchandroo and Venatu Narrayanah which are subscribed hereto he is not at all acquainted with and therefore can say nothing on that Head And more with not to this or the last Interrogatory

Wm Chambers

Examined

Mayor's Court at
Madraspatnam

Belmon Clerk of Court

Complainant
Mr Dr Matthew Hindman Defendant

On the Part of the Complainant

Depositions of Witness taken on this Cause by & before the Examiner in this Court as followeth

Samuel Lobbah of Madras Merchant aged 46 Years a Mussulman being produced as Witness on the part of the Complainant was on the 3 Day of October 1769 Sworn in Court at the House of Mr Peter Rutter Attorney for the Defendant by Power to me Belmon Clerk of Court the Left Side of the Head and Place of abode of the said Deponent and aforesaid Day being Sworn and Examined Deposeth as followeth To the First Interrogatory this Deponent saith that he is acquainted with the Complainant but that he hath known the Defendant for about 3 Years

To the Second Interrogatory this Deponent saith he knows

Since the Signature was Read Marking upon the Paper Writ[ten] & New produced & shewn unto him that he has read the Contents thereof & the Seal thereunto Annexed Same Exhibit This Deponent further saith that he knows nothing of the Matter Marking of either of the Writings to the said Paper Writing & the Deponent not to Attend the last Interrogatory

Mr Cassamajor

Examined

Mayor's Court at Madraspatnam

Between

Belman Agent & Executor of the Coporation Missionaries of Madras Complainant

and

Swartz Defendant

Deposition of Witness taken in the Cause by and before the Examiner in the Court at Fort St George

Mr John De Penny of Madras Merchant aged 35 Years a Witness being produced & Sworn in the Cause on the part of the Complainant was on the 28th Day of July 1796 Examined at the Office of Mr Elton Deputy Attorney for the Defendant by Corrigenda and Interrogatories Duly Sworn to & Deposeth as follows

1st To the first Interrogatory this Deponent saith he knows the Complainant & Knew the Defendant for about

2d To the fourth Interrogatory this Deponent saith that the Monies in Question in this Cause doth belong to the Church of the Roman Catholick Church of Madras that the said Church is Managed by the Superiors of the Church as Representing the same by Law & that the said Church is Appropriated to the Use of the Inhabitants of

of the Missionary and for other Charitable Uses — That the Body of the Capuchin Missionaries Mr Deponent saith he believes have Raised here Upwards of a Hundred Pieces by the Rules and Institutions Among whom the Together Clergy are Profess nothing in Particular in their Favour Right

3d To the Third Interrogatory this Deponent saith, has been Duly Sworn & Deposeth that Rev Bernardo was the Superior Duly Appointed that Rev Bernardo was the Superiority of the Capuchin Missionaries, That he the said Rev Bernardo by that Succession became entitled to the Care and Management of the Church Funds of the Church and Community of the Money in Question, which is upon Oath That the Defendant in this Cause did on the 15th Day of the said Rev Bernardo, pray him Interest on the Account of the Money in Question sent to him from the Church & Said Mr Deponent saith that the said Rev Bernardo has been Dead about 18 Months, and that the Complaint in this Cause Succeeded him as the Superiority and to all the Rights and Privileges of the said Superiority

4th To the Fourth Interrogatory this Deponent saith that about January last Father Victor the Complainant in this Cause Informed and Acquainted him that the Defendant was Indebted and Acquainted him that the Defendant was Indebted to the Church Stock the sum thereby Money sent him from the Church Stock he was thereby much Distressed, and asked this Deponents Advice in what Manner he should act to induce the said Defendant to the Payment thereof That this Deponent Accompanied the said Complainant to the House of the Defendant intending to Speak to him Concerning the Payment of the said Interest but Found him indisposed, in the inner part of his House and could not therefore see him That he sent word to him that he could not therefore see him That he sent word to Him Deponent concerning the Subject to whom he or this Deponent sometimes Money from Gentlemen that his Brother Deputy Money Changer

Royal on about a Month after he went to Pondicherry &
Discharged the Witness as he did Both, and soon after ordered
the Complainant to attend him at that time. The Deponent
saith that after the Expiration of the said time the Com-
plainant came again to the Deponent and told him he
had heard from the Defendant about the Patent and
wanted to know what he should do that the Deponent
advised him to send again to the said Defendant and if
he still refused payment it would be then best method to apply
to the Royal Court That in Pursuance of this the Com-
plainant spoke to Mr Billing the Attorney and the Defend-
ant the Last time and Mr Billing Ordered to this Deponent
to speak to the Complainant in the behalf and to Desire him
to attend him another time, that he had been Prosecuted
on his Own Account from Bengall and that it was absolutely
out of his Power at that time to pay the said Patent that he
was willing to give all the Bond Bonds in his Power
with the Security and Interest of the Debt and
said Effects and Whatever Charity of whatever belonging to
him situated to the Northward of the Promontory of the Point
Saint Vast That the Deponent having afterwards Report
to the Complainant he told him that he Imagined
Deponent as much on the Patent he Expected that should
not agree to the said proposals, that if the Defendant
would consent to pay the interest as the New Bond payable
that Pallakatcherry being the most to the Defendant
Himself at the whole saying that he would give his
That on Consequence the Complainant to Deponent and
the Complainant should Mr Billing to make out
a Mortgage Deed and to Draw any further proceedings
against the Defendant who Deponent to and did so

Bill of Sale of the said Goods The Deponent saith
that the above Examination was taken at the House and
Monday when present the Complainant the Defend-
ant Deponent and Old Conciety belonging to the
Fort Pallakatcherry and Old Conciety belonging to the
Defendant that two or three Days having elapsed
without the Bill of Sale appearing the Complainant
to the Defendant for it whom he Returned for answer
that he Did not agree to pay the interest Quarterly &
that he Expected in Discharge the whole and left him
there after he would not send the Bill of Sale of the
Goods the Complainant thereupon desired Mr Taylor
to proceed against him That since the Suit was
first Commenced in Court Pallakatcherry came after
to the Deponent and Mr Pantaw Mr Billing and
the name of the Defendant Desiring them to prevail
on the Complainant not to Carry on the Suit against
him and to acquaint him he would even Discharge
him and to acquaint the Deponent as well as the rest
of his Friends but the Deponent as well as the rest
of his Friends but the Deponent as well as the rest
of his Friends but

which said Answer Sworn to by the Defendt
Is referred for the Opinion of Counsel & Interrogatories for the
the Defendt to be exhibited

Henry Conyers
Examiner

John Dorrill

Mayors Court at
Madrastnam

Between Chiefs Inspector of the
Roman Catholick Missionaries at Madraspatnam Complainant
and Lucas Pilla Vandermarck Defendant

Deposition of Witness taken on the Cause depending
before the Examiner in this Court on Tuesday the
Francisco de Siqueira Parish Priest of St Thomas Mount aged
60 Years a Witness being produced & Sworn in the Cause in the
Suit of the Complainant dated the 2d October 1769 Deposeth
Mr Philip Russell who is Attorney for the Defendant by Comp-
-ent who Office Note of the Name & Title &c of the said Deponent and afterwards on the same Day being sworn and
Examined Deposeth as follows viz

To the First Interrogatory the Deponent saith that he hath
known the Complainant Victor in the Cause and that he is
not to his knowledge of the Defendant Vandermarck
to this Interrogatory

To the Fourth Interrogatory the Deponent saith that the Money
Owing on the Bond now produced and shewn him the Letter C
Certainly to belong to the Funds of the Roman Catholick Church
of Madras That the Church is under the Management of the
Superiors of the said Missionary and is commonly stiled the
Church of the Holy Ghost in the Fort of Madras That to the best
of his Knowledge the Funds of the said Mission & Mission
is as well as that of the English there which he conducts for
a Proper Use have ever been

Interrogatories of Mr Cyprien for the Defendant of the said Missionaries
That the said Missionaries own Nothing in their own Right
but that all belongs to the Church And that whatever is
Possessed by one Superviour goes of Course to his Successor and so
forth on his Death and that on this Account each Superviour cannot
Dispose at Will & in Favor of his Own Relations That Peter
Emanuel is Dead and was succeeded by Xavier Bernardo as the
Successor of the said Mission as also in the Care & Possession
Superiority of the said Mission as also in the Care & Possession
of the Common Fund belonging to the said Body of People and the
Money in Question with the Rest. That he has never heard
either Dom he knows of any Payment made by the Defendant
of this Money to Xavier Bernardo nor of any Interest thereon
That Xavier Bernardo died about 2 Years ago Upon which the
Complainant Succeeded him as Superviour of the said Mission
and Consequently in the Care of the Funds of the said Church
(which includes this Money in Question more than with the rest
of the last Interrogatory)

Francisco de Siqueira Parish

Wm Chambers
Examiner

Additional Interrogatories to be
Administred to such Witness as shall be produced
Sworn and Examined on the part and behalf of the
Complainant in a certain Cause now Depending
Suit at Law in the Honorable the Mayors Court
at Madraspatnam Wherein Victor is Complainant
and Lucas Pilla Vandermarck is Defendant

Produced } 1st Do You know the parties Complainant and Defendt
Sworn } in this Cause or either of them, How long have You so
known them or either of them & which of them Before

2 Are You or are You not Related to or in the Character
Superiour or Head Writing of the Defendant in this Cause
Examined } Superiour or Head Writing of the Defendant or Head Writing of or
subscribed

Subscribed to the Said Allegation Instrument or Paper
Writing now produced and shown to You at the the time of
Your Examination. Mark the Letter C. in Lieu of the Exhibit
thereof And also to the List of Things Names & Words to the Appre-
hension & hand Writing of the said Defendant as You shall
believe? Do Then or Do You not know the Character that
appears at the Foot or Close of the said Paper Writing of
Yea & Which the same, And who the same is so Subscribed
with? Do You

Mayor's Court at Andrewsgotown

Between

Plaintiff

and

Defendant

Depositions of witnesses taken on the Commission
before the Commissioners in the Cause aforesaid
Thompson of Abbots Ripton yeoman
being produced on the part of the Plaintiff
on the 12th day of July 1802 and
duly Sworn

1st

Interrogatory

Do you know the Plaintiff and Defendant in this Cause
and how long have you known them respectively

Answer

I do know the Plaintiff and Defendant in this Cause
and have known them respectively about two years

2d

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

3d

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

4th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

5th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

6th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

7th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

8th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

9th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

10th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

11th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

12th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

13th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

14th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

15th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

16th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

17th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

18th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

19th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

20th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

21st

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

22nd

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

23rd

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

24th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

25th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

26th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

27th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

28th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

29th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

30th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

31st

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

32nd

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

33rd

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

34th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

35th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

36th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

37th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

38th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

39th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

40th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

41st

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

42nd

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

43rd

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

44th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

45th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

46th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

47th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

48th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

49th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

50th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

51st

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

52nd

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

53rd

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

54th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

55th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

56th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

57th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

58th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

59th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

60th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

61st

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

62nd

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

63rd

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

64th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

65th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

66th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

67th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

68th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

69th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

70th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

71st

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

72nd

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

73rd

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

74th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

75th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

76th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

77th

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

78th

Interrogatory

Do you know of any and what Notice given by the
Plaintiff to the Defendant to Quit the Premises
and when and where was such Notice given

Answer

I do know that the Plaintiff gave the Defendant
Notice to Quit the Premises at Michaelmas 1801
I know this because I was present when the
Notice was given which was about the middle
of August 1801 at the Plaintiffs House at
Abbots Ripton

79th

Interrogatory

Do you know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and where are the same situate
and what is the Name or Sign of the House
belonging to the said Messuage or Tenement

Answer

I do know the Messuage or Tenement and Premises
mentioned in the Plaintiffs Demise in the Declaration
in this Cause and they are situate at Abbots Ripton
aforesaid and the Name or Sign of the House
belonging to the said Messuage or Tenement is
the Sign of the Bell

80th

Interrogatory

Do you know of any and what Debt or Sum of Money
is due and owing from the Defendant to the Plaintiff
and how do you know the same

Answer

I do know that there is due and owing from the
Defendant to the Plaintiff the Sum of Twenty
Pounds for Rent of a Farm which the Plaintiff
let to the Defendant at Michaelmas 1800 and
which the Defendant occupied for one year
and Quitted at Michaelmas 1801 I know this
because I was present when the Bargain was
made between the Plaintiff and Defendant
and I have since been frequently told by the
Plaintiff that the Defendant had not paid him
the Rent

81st

Interrogatory

Do you know of any and what Demand which the
Plaintiff has made upon the Defendant for the
Payment of the said Debt or Sum of Money
and when and where was such Demand made
and what did the Defendant say thereupon

Answer

I know that the Plaintiff has frequently applied
to the Defendant for Payment of the Rent
and that the Defendant has always promised
to pay it but has never paid it I know this
because I have frequently been present when
the Plaintiff has asked the Defendant for the
Rent and the Defendant has promised to pay it
but has never paid it

82nd

Interrogatory

Do you know of any and what Notice given by the

Defendant for the Said Bill of Sale, who answered that he was willing to give some Bond for the Principal and Interest of the Money, and to pay the same by half Yearly instalments of Fourteen Pounds that the Complainant being informed of this Said the Defendant Testimony and till then the Defendant that unless he would abide by the Agreement of the Day before made at the House of Mr De Peyster he would immediately quit their said Court, which the Complainant accordingly did the said Defendant not agreeing to the above Terms and further the Defendant saith he not to this

Interrogatory

Samuel Crawford
Complainant

Further Additional Interrogatories to be Administered to and Answered and Examined on the part and behalf of the Complainant in the Cause Depending and at Issue in the Honorable the Mayors Court at Madrapatnam Wherein Doctor is Complainant & James Dalton Defendant

1st Did You or did You not Draw out or Make the Said Obligation Instrument or Paper Writing now shewed and shewn to You at the time of Your Examination Marked Letter C And did You or did You not Draw out the List of Things Annexed thereto, If Yea at whose request or by whose Desire did You so Draw out the same? Was You or was You not present and did You or did You not See the Defendant in this Cause Execute or Sign and Seal the said Bond Obligation Instrument or Paper Writing and also the Said List of Things thereto Annexed? Was You or was You not Present at the Delivery of the Things mentioned in the said List and the said Paper Writing? The whole of How Matters According to the best of Your Remembrance and Belief fully and Particularly Declare

John Hyde
Attorney for the Complt

Magistrs Court at
Madraspatanam

Between Thomas Bell Mastr. Attor.
Complainant And Thomas Bell Merchant
of Madras Husband Defendant
On the part of the Complainant

Depositions of Witness taken in the County aforesaid
before the Examiner of this Court at Fort St.
Thomas Dt. Mast. of Madras Merchant being produced
and Sworn upon the part of the Complainant upon the 2d
of October 1758 Saith as follows viz. That he is Attorney for the Defendant by Commission which he
shall of the same Date as the Date hereof is Annexed
and Referred to and that he Deponent
Depones as follows viz.

To the first Interrogatory this Deponent saith that he
knows both the Complainant and Defendant in this Cause
and that he hath so known the former 3 Years and
the Latter ever since the Defendancy

To the third Interrogatory this Deponent saith that he
Deponent and with the said Complainant in Cause depending
now pending and about to come to Issue at the Suit of the
said Martha Little C. And that he did also Depose at the Time
of things annexed thereto all which Depositions of this Deponent
were Sworn and Signed and Sealed by the Deponent
upon and that the said Thos Bell Complainant in Cause
depending did not at the Time of taking the said Depositions
nor at any time since to the knowledge of this Deponent
directly or indirectly Bribe or Reward any Person or Persons
whatsoever to procure Evidence or Depositions to be taken
in his behalf in the said Cause nor did this Deponent
ever hear or believe that he the said Complainant did
so Bribe or Reward any Person or Persons whatsoever
for the purpose aforesaid

Sworn before me this 2d Day of
November 1758

Thos Dt Mast

Examiner

(1449)

Interrogatories to be Administered to such Witness as shall
be produced & Sworn and Examined on the part of the Defendant in a certain
Cause wherein Martha Lyndsay of the Corporation of Mysoorana of Madras
is Complainant and Thomas Bell of Madras Merchant
is Defendant

To the Witness } Pr. 1st Do You know the Parties Complainant and
Defendant in this Cause if Yea how long have You so known
them or either and which of them Declare

To Mr. Williamson
Dunlop Paymaster
Ramchundroy
and Ramchettie
Sabob } Pr. 1st Did the Defendant & Did he not at any time or
times lend You to the Complainant if Yea at what time
or times and for what Amount was You lent to the Complainant
and what did You receive for the same You lent & what did You at
any time what pass the Same You received & what did You at
Any time to Deliver to the whom You so received to the Complainant and the
Reason to Declare whom You so received to the Complainant and the
Payment of Your Solitary did You or Did Not Procure the
Complainant to procure to You the Authority for the said Sum the
Honble the Mayors Court to Demand any Sum or Sums
of Money due to the Estate of the late Widow Lemoine if any due
upon Mortgage or otherwise and what might be the Contents
of such Mortgage or Authority did the Complainant or Did
What answer Reasons did he or you for not Procuring the
said Authority Did the Complainant or Did he not at any
time or times Demand Payment from the Defendant of any
Principal Sum or Sums of Money together with Interest of
Yea what Sum or Sums of Money did he so Demand also
what Interest did he so require and what Answer did the Defendt
make to the Complainant when he made such Demand Declare
You Know Together with what further Discourse passed between
You and the Complainant And the Circumstances thereof at large
and to the Advantage of the Defendant fully and at Large
to Declare

Pr. 2d Do You know or Can You say any other
Matter or thing Material for the Defendant in this Cause
to Yea Depose to Declare Reasons as You know or Do believe to
gather

Mayors Court at Madraspatnam

Between Under Sugnee of the Kirk Missive at Madras Complainant & Lawrence Parker Defendant

Depositions of Witness taken in this Cause by and before the Examiner in this Court at Fort St George

Ramboo of Madras Sugar Merchant aged 60 Years or thereabouts being produced & Sworn in this Cause on the part of the Defendant on the 11th Day of December 1769 & Sworn to Mr John Lushington one of the Attorneys for the Complainant by way of Cross Interrogatories

To the first Interrogatory this Deponent Saith that he knows the Complainant & Defendant but how long he has known them he cannot say

To the second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fourth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the sixth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the seventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the eighth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the ninth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the tenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the eleventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twelfth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fourteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the sixteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the seventeenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the eighteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the nineteenth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twentieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty fourth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty fifth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty sixth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty seventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty eighth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the twenty ninth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirtieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty fourth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty fifth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty sixth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty seventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty eighth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the thirty ninth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fortieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty fourth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty fifth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty sixth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty seventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty eighth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the forty ninth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fiftieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty fourth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty fifth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty sixth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty seventh Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty eighth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the fifty ninth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the sixtieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the sixty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the sixty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

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To the three hundred and twenty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the three hundred and twenty second Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the three hundred and twenty third Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

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To the three hundred and thirtieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the three hundred and thirty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

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To the three hundred and fortieth Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him he cannot say

To the three hundred and forty first Interrogatory this Deponent Saith that he knows the Defendant but how long he has known him

Mayor's Court at
Madras Patnam } Tuesday the 27th day of
June Anno Domini 1752

Present

The Honble Francis Saunders Esqr. Mayor

John Debonnaire — Thomas Bowcher

Reynold Adams — Wm. Hall Parker

Aldermen

Between Peter Lyon Esqr
Captain Lieutenant & Engineer of Madras
Complainant — And Thomas Bowcher
Defendant

This Cause coming on to be heard and debated this day in the Presence of Counsel on both sides and the Complainant's Bill and Defendant's Answer being read and considered It is Ordered that the said Defendant do pay unto the said Complainant the Sum of Pagodas 1752 - 3 - 61 together with Interest for the same from the Time of the Commencement of this Suit until Payment is made and also all Costs of this Suit — And it appearing to this Court that the Defendant had not the least Cause to oppose the Complainant's Demand in this Suit and that he was only Guilty of Delay in Payment, It is further Ordered and Decreed that the Defendant shall be charged with Double Costs of Suit to be paid to the Complainant

P Court

Mayor's Court at
Madras Patnam } Wednesday the 28th October 1752

Between Peter Lyon Esqr Captain Lieutenant & Engineer of Madras Aforesaid Complainant and Thomas Bowcher Esqr Captain Lieutenant & Engineer of the Honble United Company's Service at Madras Aforesaid Defendant

This Cause coming on this Day to be heard and debated by the Attorneys on both sides upon Bill Answer Replication Rejoinder and Exhibits and Depositions on the part of the Complainant with the Recognizance and Obligations annexed, The Interrogatories and Depositions on the part of the Defendant, Exhibits and Evidences also of by the Attorneys on the Complainant Peter Lyon Esqr to the Court that the Complainant has given sufficient Proof of the Justness of his Demand This Court doth therefore thereupon Order and Decree that the Defendant doth Accordingly Order and Decree that the Defendant pay unto the Complainant the Sum of Pagodas One Thousand Seven Hundred and Fifty two Pagodas Thirty Three Fanams and Sixty Cash Pagodas 1752 - 3 - 61 together with Interest for the same from the Time of the Commencement of this Suit until Payment is made also all Costs of this Suit — And it appears to this Court that the Defendant had not the least Cause to oppose the Complainant's Demand in this Suit and that he was only Guilty of Delay in Payment, It is further Ordered and Decreed that the Defendant shall be charged with Double Costs of Suit to be paid to the Complainant

P Court

Mayors Court at Madraspatnam

Tuesday the 27 day of March Anno Domini 1770

Present

Francis Fowke Esquire Mayor

John Johnstone — Thomas Fanning

Reynold Adams — D. Hen. Davidson

Aldermen

Between Peter Auguier Esquire of the Coyaltor Mysoreans & Moors Complainant and Lewis Pereira Inhabitant of Madras Merchant Defendt

THIS Cause coming on to be heard and debated this day in the Presence of the Solicitors on both sides the Complainant Petition Answer Commissions Interrogatories & Depositions on the part of the Complainant & the Defendant, Counsel being heard on both sides, It appearing to the Court that the Complainant had Caused the Defendant to be duly served with Process of Subpoena to appear to this Court to answer the Complainants Bill of Complaint & Interrogatories & Depositions on the part of the Complainant, & the Defendant having Appeared & Answered

[illegible] Defendant to which he has Answered he doth not admit nothing That the Defendant is Indebted to the Complainant in the Sum of Five Hundred Pounds mentioned in the Bill of Complaint and Interrogatories as in the Bill is Charged and Interrogated without that that any other Sum or Sums of Money is due and owing from the Defendant to the Complainant or that the Complainant hath Sustained any other Damages to the Value of Five Hundred Pounds or any other Sum or Sums of Money whatsoever by reason of the Premises as in the Bill is Charged and Interrogated All which he is ready to Aver and Prove as this Honourable Court shall direct and Humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf Sworn in Court

Wm Chambers

Exam[illegible]

At a Court at Fort William } Tuesday the 27th day of March
Calcutta Adawlut } Anno Domini 1770

Present

Francis Lawrell Esquire Mayor
John Belchier — Thomas Powney
Reynold Wilson — Wm Alex[illegible] Davidson
Aldermen

Belmon [illegible] Signing of the Depositions & Affidavits of Moses Complainant and Thomas Belchier Witness to the Signature of Moses Marshall Defendant

This Court coming on to be heard and debated Upon the Bill of Complaint and Answer of the Defendant and Hearing the Complainant Counsel and Attorney and the Defendant Counsel and Attorney thereto and Reading the Depositions and Affidavits of Moses Complainant and Thomas Belchier Witness to the Signature of Moses Marshall Defendant to the Answer and Hearing the Depositions on the part of the Complainant and the Interrogatories and Depositions on the part of the Defendant and the Interrogatories and Depositions on the part of the Defendant and Reading the Affidavits of the Defendant and Hearing what was alledged by Counsel on either side in the Premises and it appearing to the Court that the Complainant hath not Proved sufficient Proof of the Justice of his Demand and that the Defendant hath Answered fully to the Bill and Denied all Combination with the Persons charged in the Bill and Swore to the Truth of his Answer and Denied all Unjust Demands upon the Complainant the Bill is Dismissed with Costs to be paid by the Complainant to the Defendant and it is Ordered and Decreed that the Defendant do recover of the Complainant the Sum of Two Hundred and Fifty four Sicca Rupees 37 Gs 6d Together with Sixty One Casts of Rupees 61 Gs 2 Together with such further Costs as he shall hereafter incur and be put to in this Suit And it appearing to this Court that the Defendant Marmaduke Marshall is indebted to the Complainant in the Sum of Three Hundred Sicca Rupees and that the Complainant hath not the least Intention to litigate this Suit and that he was only Induced to delay Payment till further Proof could be had of the Justice of his Demand It is further Ordered and Decreed that the Defendant shall be held under Bail to the Complainant for the Sum of Three Hundred Sicca Rupees and Interest thereon at the Rate of Twelve per Cent per Annum from the Date hereof and that the Defendant do pay to the Complainant the Sum of Three Hundred Sicca Rupees with